



## **CITIZENS' OVERSIGHT COMMITTEE MEETING**

### **NOTICE AND AGENDA**

**APRIL 27, 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: 26249346542

Password: AiVmZVNJ326

**OR**

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

Access code: 2624 934 6542

**OR**



[26249346542@pusd.webex.com](tel:26249346542@pusd.webex.com)

- I. Call to Order**
- II. Public Comment**
- III. Approval of the March 2022 Meeting Minutes**
- IV. Review of Measure TT and Measure O related Board Reports**
- V. Board of Education COC Liaison Report**
- VI. Facilities Reports**
  - **Dr. Leslie Barnes, Chief Finance and Operations Officer**
  - **Consolidated Budget Status by Funds**
    - MTT Projects
    - Measure O Projects
    - Construction Status Report
- VII. DSA Closure Status:** April 27, 2022 COC Meeting
- VIII. Next meeting date:** May 25, 2022



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

Meeting was held in a hybrid format:

Option 1 - in-person at 351 S. HUDSON AVENUE, ROOM 236, PASADENA, CA 91106

Option 2 - Online via WebEx

I. Meeting called to order at 6:32 pm

Present:

- A. COC members: Angela Uriu, John Robinson, Paul Nerenberg, Stephen Aquino
- B. PUSD staff: Leonard Hernandez, Tendaji Jamal, Anahit Azarian, Raj Nandi
- C. PUSD Board liaison: Kim Kenne
- D. Safeworks CM: Joel Garnica, Kiyana Bella, Teo Sierra
- E. Public: Judy McKinley

II. Public comment

- A. Judy McKinley: Are projects at Wilson being paid for with Measure O?

Staff response: We are currently using developer fees for planning, but will probably seek Measure O funding for construction.

III. Approval of February 2022 meeting minutes

There were no minutes to approve at this meeting. December and January meeting minutes were approved during the COC's February meeting. February meeting minutes were unavailable for approval.

IV. Review of Measure TT and Measure O related Board Reports

- A. **Board Report No. 1543-F** is for a new public address (PA) system in Washington Middle School's gymnasium and Building A. Fiscal impact: \$66,745.

Question from COC member Aquino: Has there been a district-wide low voltage survey?

Staff response: Not yet. This will be done in consultation with the executive architect.

Comment from COC member Aquino: PUSD might get a better deal for this sort of work if it is being performed at multiple sites.

Question from Board Trustee Kenne: Given the size of the project, why is this being paid for out of Measure O funds instead of Measure TT funds?

Pasadena Unified School District (PUSD)  
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Meeting Minutes for March 23, 2022

Staff response: No main reason for this. In principle it could be paid for with either.

Comment from Board Trustee Kenne: I might suggest that we use Measure TT funds at tomorrow night's Board meeting.

Staff response: We will talk to Dr. Barnes about it as well.

V. Board of Education COC Liaison Report

- A. Bargaining has begun with UTP, CSEA, et al.
- B. Upcoming Board meeting agenda
  - 1. Vote on the renewal of Superintendent McDonald's contract.
  - 2. Discussion about PUSD literacy program/curriculum.
- C. A question was raised to Board Trustee Kenne about secondary school Chromebooks with battery issues. PUSD ITS has been looking into this.
- D. The Board's Facilities Committee (members: Board trustees Michelle Richardson Bailey, Patrick Cahalan, and Jennifer Hall Lee) will begin meeting in early April. They are awaiting the delivery of Davis Demographics' annual report, which includes critical real data updates (as opposed to projections) from the 2020 Census, to guide their master planning. One especially important data point is the percentage of school-aged children attending PUSD. There is some concern that the enrollment decline observed during the pandemic may be permanent.
  - 1. Question from COC member Nerenberg: What is the purview of this committee?  
Response: First, the charter of the committee might need to be reviewed. Beyond that, this committee will play a role in master planning and Measure O project planning. Possible role in examining deferred maintenance needs.
  - 2. There was additional discussion about what the committee might do and how it will interface with the Board and Measure O COC.
- E. Board trustee Kenne met with Dr. Barnes to revise the Measure TT budget. An additional ~\$645,000 of uncommitted funds will appear in future reports.
  - 1. Comments from COC members Robinson and Aquino: Allocate more projects to TT. Beautification projects are low-hanging fruit.
- F. Question from Board trustee Kenne: Would charter school facilities needs come out of Measures TT and/or O money? For example, "buzzers" to remotely unlock school front doors.
  - 1. Staff response: That is to be determined. This issue has come up for multiple sites and is on the roadmap for discussion.
  - 2. Comment from COC member Aquino: In doing this it is important to look at access paths.

VI. Facilities Reports

- A. MTT/Measure O - Audit: The audit is not available for COC review yet, but there were no major findings. It will be presented at next month's meeting.

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

- B. SafeworkCM - CUPCCA Presentation (slides provided): This law enables an alternative, streamlined bidding process for projects costing less than \$200,000.
1. Question from COC member Uriu: Can one contractor have multiple informal contracts.  
Staff response: Yes.
  2. Question from COC member Robinson: Is the contractor rating questionnaire PUSD-specific?  
Staff response: Our questionnaire is very similar to other districts.
  3. Question from COC member Robinson: Are contractors subject to background checks?  
Staff response: We will check on this point. It is likely part of our contract.
  4. Question from COC member Aquino: Out of 80 prequalified contractors, how many have worked with PUSD before? Does the district maintain any internal ratings of these contractors (e.g., to know if they have performed well/poorly for the district in the past)?  
Staff response: We don't know at the moment, but we will consult the Measure TT records about the historical data and ask Procurement about internal ratings.
  5. Question from COC member Robinson: How does labor compliance (participation goal) play into this process?  
Staff response: This applies to all projects, regardless of size.  
Comment from COC member Robinson: This could potentially cause problems on smaller projects.
  6. Question from COC member Aquino: How do you select a contractor for a given job if the list is very long?  
Staff response: We have a funneling process, and not all contracts can do all jobs.
  7. Question from Board trustee Kenne: Didn't the CWA agreement expire in 2017?  
Staff response: The Solis Group is reviewing it. Facilities will come to the Board about this in the near future.
  8. Question from Judy McKinley: Do you communicate with the City of Pasadena about contractor ratings?  
Staff response: Mr. Hernandez has spoken to City Procurement, but they have a different process from PUSD.
- C. Measure TT project list: No new projects, but commitments increased by approximately \$20,000.
- D. Measure O project list: The capital projects budget increased ~\$47,000 due to accrued interest (accrues monthly). The IT projects budget increased ~\$43,000 for the same reason.
- E. Construction status report: Job walk for Altadena portables had 15 contractors. The middle five bids were in the \$220,000-\$300,000 range. (Architect had budgeted

Pasadena Unified School District (PUSD)  
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**Meeting Minutes for March 23, 2022**

\$500,000 for the project.) This will be for two portables this summer. Anticipating need for three additional portables next summer, but that is a separate project.

VII. DSA Closure Status: This will be updated at next month's COC meeting.

The meeting adjourned at 7:30 pm.

VIII. The next COC meeting date is April 27, 2022.

DRAFT

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

**Topic:** AWARD OF RFQ/P 10-21/22 FOR PROFESSIONAL ENGINEERING SERVICES FOR MECHANICAL, ELECTRICAL, AND PLUMBING

**RECOMMENDATION:** The Governing Board of the Pasadena Unified School District approve the award of RFQ/P 10-21/22 for Professional Engineering Services for Mechanical, Electrical and Plumbing (Pool) to P2S, Inc., Bureau Veritas North America, Inc., Henderson Engineering, Roshanian & Associates.

**Anticipated Effect on Student Outcomes:** The requisition of Professional Engineering Services for Mechanical, Electrical and Plumbing is an integral part for the improvements to school facilities in support of 21st Century learning environments.

**I. BACKGROUND:**

In November 2020, taxpayers of the District passed a \$516,300,000 bond measure to upgrade schools to improve equitable access to technology, attract/retain quality teachers by repairing deteriorating classrooms, bathrooms, roofs, science labs; remove hazardous materials; provide safe drinking water; construct and repair sites, facilities, and equipment.

The objective of this RFQ/P process was to obtain information that will enable the DISTRICT to pre-qualify a limited number (Pool) of full- service CONSULTANT(s) that can assist the District in connection with Professional Engineering Services for Mechanical, Electrical and Plumbing as the District may, from time to time, require, in connection with various facilities improvement projects for the Measure O Bond Program; without the need to pre-qualify CONSULTANT(s) for each project. The District will allocate work to Consultants without having to request and evaluate additional information as to the Consultant's qualifications and schedule of fees submitted in the SOQ. The District is currently engaged in planning numerous construction projects over the next several years as well as other facility improvement projects.

**II. STAFF ANALYSIS:**

The Facilities Department solicited SOQs for the Professional Engineering Services on January 24, 2022. The District received six (6) SOQs and based on their scoring; the staff is recommending awarding the bids to the following firms so that there is a pool of companies to provide Professional Engineering Services for Mechanical, Electrical and Plumbing for Measure O Bond Program:

- 1) P2S, Inc.
- 2) Bureau Veritas North America, Inc.
- 3) Henderson Engineering
- 4) Roshanian & Associates

**Attachment:** RFP/Q 10-21/22 Submissions

**III. FISCAL IMPACT:**

District staff recommends approving the CONSULTANTS's Schedule of Fees and Pricing Table (as submitted in their SOQ's dated February 24, 2022) and an amount not to exceed \$1,000,000 per fiscal year 2022/2023. Funds in the amount not to exceed \$1,000,000 is available in the Measure O accounts.

**Pasadena Unified School District**

**Board of Education Agenda:**

April 28, 2022

**Submitted by:** \_\_\_\_\_

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

**Funding title/code:**

**Title:** Measure O

**Code:** 21.3-97092.0-00000-85000-6210-0000710

Approved:

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Brian O. McDonald, Ed.D.  
Superintendent

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



# **PASADENA UNIFIED SCHOOL DISTRICT**

## **Procurement & Contracts**

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

### **REQUEST FOR QUALIFICATIONS/PROPOSAL (RFQ/P) No. 10-21/22**

**Professional Engineering Services (Pool)**

**January 24, 2022**

# **PASADENA UNIFIED SCHOOL DISTRICT**

## **REQUEST FOR QUALIFICATIONS/PROPOSAL**

### **FOR**

## **PROFESSIONAL ENGINEERING SERVICES (POOL)**

**RFQ/P No. 10-21/22**

### **IMPORTANT INITIAL INFORMATION**

#### **TENTATIVE TIMELINE:**

Release of RFQ/P:	1/24/2022
RFQ/P Questions/Clarifications Due On:	2/9/2022
Addenda Issue Date:	2/14/2022
SOQ Due Date/Time:	2/24/2022 at 3:00PM
Announcement of Short List Firms:	2/28/2022
Board of Education Approval:	3/24/2022

#### **SUBMISSION:**

**Response to RFQ/P are due at the PUSD Procurement Office located at:**

**PASADENA UNIFIED SCHOOL DISTRICT  
Ilene Mehrez, Procurement & Contracts Supervisor  
351 So. Hudson Avenue, Room 102  
Pasadena, CA. 91101**

**Professional Engineering Services (Pool)  
Ref.: RFQ/P No. 10-21/22**

## **1. INTRODUCTION**

The PASADENA UNIFIED SCHOOL DISTRICT (PUSD or the “DISTRICT”) is soliciting a Statement of Qualifications (SOQ) from qualified educational and/or architectural firms (the “CONSULTANT”) to provide executive architectural services that will incorporate the educational and facilities needs for the DISTRICT and develop a comprehensive construction implementation plan for the DISTRICT. The executive architectural efforts are funded by bond monies from Measure O Program that was passed and approved by the Pasadena City voters in November 2020.

The District’s mission is to provide rigorous education in an environment that engages and empowers all children to become lifelong learners; our students will be thinking, literate, productive, responsible and ethical, able to compete in and contribute to a diverse society.

## **2. BACKGROUND**

The PASADENA UNIFIED SCHOOL DISTRICT is comprised of twenty-three (23) schools (a complete list can be found here: <https://www.pusd.us/Domain/1222>) in the region drawing from several neighborhoods located in the Cities of Pasadena and Sierra Madre and the Los Angeles County area of Altadena. The schools and educational support programs serve approximately 17,000 students.

In November 2020, taxpayers of the District passed a \$516,300,000 bond measure to upgrade schools to improve equitable access to technology, attract/retain quality teachers by repairing deteriorating classrooms, bathrooms, roofs, science labs; remove hazardous materials; provide safe drinking water; construct and repair sites, facilities, and equipment. A list of Measure O projects can be found here: <https://www.pusd.us/measureo>.

## **3. PURPOSE**

The purpose of the Professional Engineering Services (Pool) is to reach out to qualified engineers to provide design and engineering services for the construction/renovation and modernization of various school facility projects. The DISTRICT expects to establish and maintain a short list, or pool, of qualified engineering firms that can provide full service design/engineering services to the District that will include the following: electrical, mechanical, plumbing, structural, civil, landscape and geotechnical for design/engineering of various school construction projects. The District projects may include District-wide improvements, upgrades and new construction. A construction delivery method has not been determined is to analyze several options towards the development of a prioritized, strategic plan to address multiple facility needs in the DISTRICT. The CONSULTANT will receive recommendations from the Executive Architect based on current building conditions or future needs and provide comprehensive analysis after a detailed assessment of the facilities, engagement with the

community, school board, site staff and DISTRICT staff. The CONSULTANT will be expected to explore multiple options/scenarios for the campuses and will work with the DISTRICT and Executive Architect to evaluate, define, and estimate the financial and other impacts for each option considered. The CONSULTANT will be required to meet with the Executive Architect and at the various phases of the design process to ensure all District Standards are followed. The CONSULTANT will also be required to with DISTRICT, community groups, board members, and special groups and committees to determine options to address the renovation or replacement of DISTRICT facilities.

#### **4. DISTRICT GUIDELINES AND EXPECTATIONS**

Upon the DISTRICT'S official selection of the CONSULTANT, the DISTRICT will enter into contract negotiations with the CONSULTANT. The selected CONSULTANT will become the master planner for the DISTRICT. The CONSULTANT must prepare and submit a proposal for the performance of such work for the DISTRICT'S review. Following the DISTRICT'S review, the DISTRICT may, at its sole discretion, issue a contract for Architectural and Engineering services and issue a Notice to Proceed (NTP) authorizing the CONSULTANT to perform work as described in the contract. Subject only to the provisions of said contract, the CONSULTANT shall immediately proceed to perform work in accordance with any such NTP and all terms and conditions of said contract, including the fee schedule which will also be derived from the Request for Qualifications/Pricing ("RFQ/P") process. Upon the execution of the contract between the DISTRICT and the CONSULTANT, the CONSULTANT must set-up a meeting to review the existing Campus specific Facilities Master Plans by working closely with the Executive Architect and various stakeholders mentioned above.

This RFQ/P includes the Selection Process – RFQ Schedule, Qualification Submittal Requirements, and the DISTRICT'S Sample Design Professional Architectural Services Agreement.

#### **Statement of Qualifications Submittal Deadline for Full Consideration:**

The deadline to submit a SOQ is **February 24, 2022, at 3:00PM**. The DISTRICT will not receive late SOQs.

#### **Requests for Clarification**

All requests for clarification or interpretation, either administrative or technical, must be submitted by **February 9, 2022 at 3:00PM** via e-mail to Ilene Mehrez at [mehrez.ilene@pusd.us](mailto:mehrez.ilene@pusd.us), Procurement & Contracts Supervisor and Leonard Hernandez at [hernandez.leonard@pusd.us](mailto:hernandez.leonard@pusd.us), Director of Facilities. A copy of the request for clarification or interpretation should also be emailed to Teo Sierra, Bond Program Manager at [spo-sierrat@pusd.us](mailto:spo-sierrat@pusd.us).

The DISTRICT prohibits respondents from communicating with Project users. Respondents may schedule site visits by contacting Kiyana Bella at [spo-bellak@pusd.us](mailto:spo-bellak@pusd.us).

The DISTRICT shall distribute its responses to requests for clarification or interpretation by posting them on its website at <http://www.PUSD.us/Facilities> by **February 14, 2022**.

## **NO PRE-REPORT COMMUNICATION**

In order to ensure the integrity of the procurement process and prevent undue influence prior to contract award, the DISTRICT will employ the following rules for post-submission communication. Except for questions submitted prior to the proposal due date and inquiries made to the District's Ethics Department, all communications regarding this RFQ/P between potential Proposer(s) and any District officials, personnel, or consultants engaged by the DISTRICT shall be addressed only to the contact person identified in the RFQ/P. At no time PRIOR to the District's public posting of the Board Report shall Proposer(s) contact District officials, personnel, or consultants regarding this RFQ/P or any contract(s) to be awarded in response hereto. Violations of these protocols may subject Proposer(s) to penalties up to and including disqualification and/or rejection of bid.

Moreover, all Proposer(s) must comply with District Board Policy 3317, Ethics Standards for Contact Between Contractors, Vendors, and Consultants, and Board Members or Employees, available at <https://www.pusd.us/Page/646>. Proposer(s) not in compliance with Board Policy 3317 and the Ethics Standards may be subject penalties up to and including disqualification and/or rejection of bid.

## **DISCIPLINE POOL**

The DISTRICT will be selecting CONSULTANTS for the following disciplines:

- Mechanical,
- Electrical (including low-voltage)
- Plumbing,
- Civil,
- Landscape,
- Structural,
- Geotechnical

## **Sample Agreement**

The DISTRICT has included a sample copy of its standard Agreement for Design Architect Services as “**Attachment 1**” for information only. The final work scope and deliverables schedule is subject to negotiations between the DISTRICT and the CONSULTANT it selects for this RFQ/P.

## **Additional Services**

The DISTRICT may elect, at any time, to amend any contract awarded under this RFQ/P to require the selected CONSULTANT to provide additional services. In such a case, the selected CONSULTANT and the DISTRICT shall mutually agree on the scope and fees associated with any additional services.

## **5. SCOPE OF SERVICES**

1. Work with the Executive Architect and Bond Program Manager to develop a plan to implement the programming, design and construction phases for the project.
2. Review available documentation, verify existing field conditions and confirm the accuracy of as-built documents in order to utilize for preparation of the design documents.
3. Prepare design documents as required by the California Department of Education in accordance with the District's professional services agreement, program specifications and District Standards provided by the District and Executive Architect.
4. Assist the District in obtaining plan approval from the California Department of Education (CDE), OPSC and Division of the State Architect.
5. Prepare Schematic/Design Development and Construction Development plans and specifications for submittal to the District and other state and local agencies requiring submittal for project approval. Services shall also include the coordination with the District Facilities staff (including M&O), educational staff and the City of Pasadena divisions having jurisdiction over the construction projects.
6. Prepare all necessary bidding information and forms required by the District and assist the District and the Bond Program Manager throughout the entire bid process.
7. Provide Construction Administration Services during the life of the construction project including the preparation, review and recommendation of all construction related documents.
8. Prepare project schedule, budget, design documents which satisfy the requirements of the State's School Facilities Program and the District design standards and/or guidelines. Submit all the required documentation for review by Executive Architect and Bond Program Manager.
9. Prepare Auto Cad and PDF versions of the project As-Built's after the project is completed.
10. Provide all work product items in digital format and transmit hard and digital copies to client throughout the project as determined by the District
11. Track, process, and submit all required close-out documentation required by DSA and/or any other regulatory agency.
12. Agency approval services, including but not limited to DSA, CDE, OPSC, and local, state and federal jurisdictions.
13. Provide colored rendering suitable for reproduction and mounting or framing for community outreach presentations.
14. Review and edit construction specifications for each construction project assign to the Consultant during the programming, schematic and design development phases.

15. Participate in community outreach meetings as directed by the District, Executive Architect and Bond Program Manager.

## **7. ORGANIZATION OF THE RESPONSE TO THE RFQ/P**

- a. The RFQ/P response content and information shall be organized per the submittal format described herein. Organization and brevity will be appreciated. The sections of the RFQ/P must be indexed and tabbed per the nine (9) sections noted below for easy reference.
- b. Each proposal shall be submitted electronically in PDF format, one (1) un-bound original and accompanied by 5 (five) bound hard copies.

### **i. Tab 1 – Letter of Interest**

A maximum two (2) page letter of interest that includes a synopsis of the firm, its business principles, selected planning team members, general qualifications and distinguishing characteristics, primary contact information; signed by the Principal in charge representing the contractual authority of the firm.

### **ii. Tab 2 – Project Approach and Firm Qualifications**

- a. Provide a statement demonstrating your firm's or team's ability to accomplish the scope of services in a comprehensive and thorough manner with an aggressive schedule in order to meet the District's goal of moving projects into construction within the earliest possible timeframe.
- b. A brief written summary of the firm's philosophy related to the planning and design of the Project(s) identified in your firm's Cover Letter (Tab 1).
- c. Describe your firm's approach to cost estimating, including some history of cost estimates versus actual bid amount, on three school projects awarded in the last five years. Include at least three (3) examples of local school facility modernization projects in the past five (5) years.
- d. Describe your firm's approach to quality control / assurance procedures, including coordination of design disciplines and DSA final certification.
- e. Describe the approach to compliance with Program requirements and conformance with Federal/State/Local applicable code requirements.
- f. Describe your firm's experience with construction cost reduction measures such as, but not limited to, value engineering in design and construction.
- g. Describe your experience renovating school facilities such as: multipurpose buildings/gymnasiums.
- h. How does your firm approach modernization/renovation construction projects?
- i. Demonstrate your firm's flexibility in adapting to the changing needs and priorities of a K-12 school district.

- j. Describe your experience with DSA and working within the DSA processes and requirements.
- k. Identify established methods and approaches utilized by your firm to successfully meet completion deadlines, and provide examples demonstrating effective use of stated methods and approaches

**iii. Tab 3 – Planning Team Key Personnel and Qualifications**

The CONSULTANT shall employ, at its expense, professionals properly licensed and skilled in the execution of the functions required for architectural services as described herein.

- a. Identify key members within your architectural firm that you would assign to the Architect team and their roles. Include, at a minimum: Principal-in-Charge; Architect(s); Project Engineer(s); and Construction Administrator. List license numbers, dates, and office addresses. Resumes shall include specific qualifications and recent related experience providing similar services for the scope of work identified in your firm's Cover Letter (Tab 1).
- b. Provide background information including education, professional titles, related qualifications, specific roles in past projects, and relevant experience of all team members including any sub-consultants if not already provided in the respective resumes. Provide a clear description and process of estimating services (how/who will provide cost information)

**iv. Tab 4 – Relevant K-12 Project Experience and References**

- a. Provide information about prior services/designs prepared by your firm in the last ten (10) years on at least five (5) K-12 educational projects. Include the following information:
  - i. Briefly state the significance of each relevant project your firm has worked on that you would like to be considered in this RFP.
  - ii. Specify role of firm (type of discipline)
- b. Provide at least two (2) examples of projects completed in the past five (5) years that have been phased during school occupancy while conducting renovation and new construction
- c. Provide at least two (2) examples of projects completed in the past five (5) years that included completion of Educational Specifications for a K-12 District in the State of California.
- d. Provide at least two (2) examples of projects completed in the past five (5) years that included completion of District Design Standards for a K-12 District in the State of California.
- e. Identify the last five (5) K-12 educational projects completed in the past five (5) years your firm has designed and were closed out with DSA successfully.
- g. Reference all projects adhering to California High Performance Schools (CHPS) criteria your firm has worked on in the past ten (10) years.

- h. Provide a list of the following for each project noted above:
  - i. project name, type, program, and location
  - ii. beginning and end dates of project (including construction)
  - iii. approximate square footage
  - iv. date of each project Notice of Completion and DSA final certification
  - v. number of RFI's, number of Change Orders and total Change Order Amount of each project
  - vi. original budget, bid amount & final amount at close-out
  - vii. key individuals of the firm involved and their roles in the project
  - viii. any sub-consultants that worked with the firm
  - ix. **References**: district name with name of contact person, title, telephone number, and email address to be contacted for a reference

**v. Tab 5: Financial Stability:**

Submit at least one (1) evidence of financial stability (i.e.: unaudited annual financial statements (cash flow, income statement, balance sheet)). **All financial information will remain confidential and is not subject to public disclosure only if so requested.** The CONSULTANT must type "CONFIDENTIAL" on all documents that are not subject to public disclosure.

**vi. Tab 6: Insurance:**

Respondent shall submit a certificate of insurance or a signed letter from its insurance company indicating ability to provide insurance as required per contract.

**vii. Tab 7: Litigation History:**

Submit information concerning involvement in litigation, arbitration, or mediation claims filed by your firm or against your firm in the last ten (10) years. Provide detail information such as: school district's name, contact information, phone number, contract number, contract amount, project name and project description and name of the contractor.

**viii. Tab 8: Fee Schedule.**

The fee schedule shall include all costs related to the execution of scope of services delineated in this RFQ/P 09-21/22 and related addenda. The CONSULTANT shall also include the hourly rate of all proposed personnel for this program; but not limited to personnel listed in exhibit "C" of the Design Professional Services (Attachment 1 – Sample)

**ix. Tab 9: Required Bid Forms (See Attachment 2)**

**10. DISTRICT REFERENCE CHECK**

The DISTRICT may perform reference check of responding parties that extend beyond contacting the references identified in the response to the RFQ/P. The DISTRICT may request an entity

submitting an RFQ/P to submit additional information pertinent to the review process at any time during the RFQ/P process. The DISTRICT also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted.

## 11. **INTERVIEWS**

The DISTRICT, at its sole discretion, **may elect to interview selected firms**. The DISTRICT may elect to interview one or more proposers. The interview will be an opportunity for the District's selection committee to review the firm's proposal and other matters the committee deems relevant. **If an entity is requested to come for an interview, the key individuals listed in the RFQ/P must attend the interview.**

## 12. **EVALUATION AND SELECTION**

Following the evaluation process, the selection committee will make recommendations to the DISTRICT regarding selection of a firm(s).

The CONSULTANT with the highest score will be considered the apparent winner and will be invited to enter fee negotiations with the DISTRICT. If the fee proposal proves unacceptable and is not successfully negotiated, the DISTRICT reserves the right to negotiate with the next highest scoring CONSULTANT.

The apparent winner(s) will be notified by **February 28, 2022** and should be prepared to discuss all matters relating to the RFQ/P process, including, but not limited to the following items:

- Pricing Schedule
- Design service fee percentage (Fees, profit, overhead etc.)
- Statement of Work
- Confirmation that all scope items from the original RFQ/P will be addressed
- Any exclusions listed in the SOQ
- Number of hours (if applicable)
- Number of people (if applicable)
- Other resources and their uses
- Anticipated reimbursable expenses
- Number of site visits, community outreach meetings, committee meetings, stakeholder's meetings anticipated to complete the scope of work, access to facilities and personnel.

## 13. **BID PROTEST PROCEDURE**

Any bid protest by any bidder must be submitted in writing before 5:00 p.m. of the third business day following the date of bid opening to Ilene Mehrez, Procurement & Contracts Supervisor at [mehrez.ilene@pusd.us](mailto:mehrez.ilene@pusd.us) and Teresa Castaneda at [spo-castaneda@pusd.us](mailto:spo-castaneda@pusd.us). After bid opening, bid results, Designation of Subcontractor list(s), and other bid documents must be requested in writing,

via email, from Ilene Mehrez, Procurement & Contracts Supervisor (mehrez.ilene@pusd.us) before 5:00 p.m. of the third business day following date of the bid opening.

**a. Submission of Bid Protest:** The protest shall specify the reasons and facts upon which the protest is based. The protest must refer to the specific portions of all documents that form the bases for the protest. A protesting bidder must have actually submitted a bid. A bidder may not rely on the bid protest submitted by another bidder, and must timely pursue the bidder's own protest. Any protesting bidder must include the name, address, and telephone number of the person representing the protesting party. Any protesting bidder must provide an e-mail address. By filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable.

**b. Resolution of Bid Controversy:** The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. The bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to the District no later than 5:00 p.m., no later than three (3) working days after the deadline for submission of the bid protest, as set forth above, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting bidder and to all other bidders who appear to have a reasonable prospect of receiving and award depending upon the outcome of the protest. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within fifteen (15) calendar days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The Decision on the Bid Protest will state the reasons for the actions taken by District and will be copied to all parties involved in the protest.

**c. Appeal:** If the protesting bidder or the apparent lowest responsible bidder is not satisfied with the decision, the matter may be appealed to Leslie Barnes, Chief Business Officer, or designee, within three (3) calendar days after receipt of the District's written Decision on the Bid Protest. The appeal must be in writing and sent via overnight registered mail and email with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

**Ref.: RFQ/P No. 10-21/22**  
**Pasadena Unified School District**  
**Department of Business Services**  
351 S. Hudson Ave,  
Pasadena, CA 91109

The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall

constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

**END OF THE RFQ/P**

**ATTACHMENT 1**  
**Sample Professional Services Agreement**  
**RFP #10-21/22**  
**PASADENA UNIFIED SCHOOL DISTRICT**  
**AGREEMENT FOR SERVICES**  
**SAMPLE**

**I. PARTIES**

This Agreement for \_\_\_\_\_(the “Agreement”) is made this day of \_\_\_\_\_, between the Pasadena Unified School DISTRICT(hereinafter referred to as “PUSD” or “DISTRICT”) and \_\_\_\_\_ hereinafter referred to as “Contractor”).

DISTRICT hereby engages Contractor to render described services under the terms and conditions of this agreement.

**II. PERFORMANCE OF SERVICES**

Contractor agrees to perform the services described on “Scope of Services” of RFQ/P document (hereinafter “Services”) as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the \_\_\_\_\_necessary for the performance of the services. Scope of Services Section of the **RFQ/P** is attached hereto solely for the purpose of defining the scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between the terms in Section D and the Agreement, the terms of this Agreement shall control and prevail. The parties agree that any term contained in Scope of Services Section from the **RFQ/P** that adds to, varies or conflicts with the terms of this Agreement is null and void.

**III. COMPENSATION**

The DISTRICT hereby agrees to pay Contractor for the performance of services [compensation based upon time and materials and the attached fee schedule set forth in Bid Form D] on a per project basis. In no event shall Contractor’s compensation exceed \_\_\_\_\_Dollars (\$\_\_\_\_\_). Contractor shall be responsible for all expenses incurred in association with the performance of the Services unless otherwise permitted under Section D. Contractor shall invoice costs monthly for the services provided pursuant to this Agreement from the time the Contractor begins work on the Project. All costs must be supported by an invoice, receipt, or other acceptable documentation.

#### **IV. TERMS AND CONDITIONS**

The term of this Agreement shall be for \_\_\_\_\_, commencing \_\_\_\_\_, through \_\_\_\_\_. For the period \_\_\_\_\_ through \_\_\_\_\_, the DISTRICT hereby agrees to pay the Contractor in connection with the above referenced services as authorized at the rates described on Bid Form D. Contractor shall bill the DISTRICT as services are provided subject to the terms and conditions set forth in Article III above.

This Agreement may be renewed, at the option of the DISTRICT, for up to - \_\_\_\_\_ terms.

#### **V. DOCUMENTATION; RETENTION OF MATERIALS**

Contractor shall maintain adequate documentation to substantiate all charges.

- a. Contractor shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of DISTRICT for inspection at any reasonable time.
- b. Contractor shall maintain the records or any other records related to the performance of this Agreement and shall allow DISTRICT access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

#### **VI. INDEMNITY**

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

- a. Workers Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor'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 Contractor or the DISTRICT, or any person, CONSULTANT or corporation employed by the Contractor or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the

DISTRICT, its officers, employees, agents or independent Architects who are directly employed by the DISTRICT;

c. Professional Liability: Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, CONSULTANT or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, CONSULTANT or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by Contractor in accordance with this Agreement, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

d. The Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article VI, Sections 1(a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

## VII. INSURANCE

Contractor shall procure and maintain from the Start Date until final payment 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. Minimum insurance coverage amounts:

1. General Liability Insurance with a combined single limit of no less than \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage.  
*\*Pasadena USD, its agents and officers, must be named as an additional insured.*
2. Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than \$1,000,000 per accident.  
*\*Pasadena USD, its agents and officers, must be named as an additional insured.*
3. Errors & Omissions Insurance, with limits of \$1,000,000 per claim/\$2,000,000 aggregate.  
*\*Pasadena USD, its agents and officers, must be named as an additional insured*

4. Workers Compensation – Statutory Limits, waiver of subrogation required.
  5. Cyber Liability Insurance, with limits of \$1,000,000 per claim/  
\$2,000,000 aggregate.  
*\*Pasadena USD, its agents and officers, must be named as an additional insured*
- b. 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.
  - c. If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to the Agreement, the same shall be deemed a material breach of contract. The DISTRICT, at its sole option, may terminate this Agreement 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.
  - d. 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.
  - e. 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.
  - f. 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.

## **VIII. ASSIGNMENT**

Contractor shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of DISTRICT, in DISTRICT's sole and absolute discretion. Contractor agrees that the DISTRICT shall have the right to approve any and all

subcontractors to be used by Contractor in the performance of this Agreement before Contractor contracts with or otherwise engages any such subcontractors.

## **IX. TERMINATION**

- a. Termination Without Cause. This Agreement may be terminated by DISTRICT without cause upon ten (10) days written notice to Contractor. If this Agreement is so terminated, Contractor shall be paid for all services satisfactorily rendered and expenses incurred to the date of receipt of notice of termination.

Upon such termination, Contractor shall submit to DISTRICT an itemized statement of services performed as of the date of termination. These services may include both completed work and work in progress at the time of termination. DISTRICT shall pay Contractor for any services for which compensation is owed; provided, however, DISTRICT shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement. Contractor shall promptly deliver to DISTRICT all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of DISTRICT without additional compensation to Contractor.

- b. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated immediately by either party upon written notice of default or breach to the other party as follows:
  - i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or
  - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
  - iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
  - iv. If DISTRICT materially breaches any material duty under this Agreement and any such breach impairs Contractor's ability to perform; or

- v. If it is found by DISTRICT that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the DISTRICT with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract.
- c. Opportunity to Cure. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified above, and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- d. Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this paragraph survive termination:
  - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
  - ii. Contractor shall satisfactorily complete work in progress at the agreed rate
  - iii. (or a pro rata basis if necessary) if so requested by DISTRICT;
  - iv. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by DISTRICT;
  - v. Contractor shall promptly deliver to DISTRICT possession all proprietary information.

**x. NOTICES**

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail. The foregoing addresses may be changed by written notice to the other party as provided herein.

**To the CONTRACTOR:**

<b>Name:</b>			
<b>Company:</b>			
<b>Address:</b>			
<b>Telephone:</b>		<b>Fax:</b>	

**To the DISTRICT:**

<b>Name:</b>	Ilene Mehrez, Supervisor, Procurement & Contracts
	Pasadena Unified School DISTRICT
<b>Address:</b>	351 S. Hudson Ave., Room 102
	Pasadena, CA 91109
<b>Telephone:</b>	626-396-3600, X: 88503

**XI. INDEPENDENT CONTRACTOR**

- a. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of DISTRICT. DISTRICT is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and Contractor shall be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any of Contractor's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.
- b. It is further understood and agreed by the parties hereto that Contractor, in the performance of Contractor's obligations hereunder, is subject to the control and direction of DISTRICT as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use DISTRICT facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Contractor's sole discretion based on the Contractor's determination that such use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the DISTRICT does not require

that Contractor use DISTRICT facilities, equipment or support services or work in DISTRICT locations in the performance of this Agreement.

- c. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors.
- d. Nothing in this Agreement shall be construed to create an exclusive relationship between DISTRICT and Contractor. Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit.

#### **XII. ADDITIONAL SERVICES**

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid at the rates set forth in Section D, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

#### **XIII. SUCCESSORS AND ASSIGNS**

DISTRICT and Contractor each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

#### **XIV. TIME OF PERFORMANCE**

Contractor shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of DISTRICT.

**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 Finance & Operations Officer**

---

**Date**

**CONTRACTOR:**

**\*CONTRACTOR NAME\***

---

**Printed Name**

---

**Title**

---

**Signature**

---

**Date**

Authorized Officers or Agents

(CORPORATE SEAL)

## **GENERAL TERMS AND CONDITIONS**

### **1. PROPOSAL ACCEPTANCE.**

Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after receipt unless otherwise stipulated. The DISTRICT reserves the right to accept or reject any and all proposals and reserves the right to waive any informality.

### **2. CONTRACT RENEWAL**

DISTRICT will issue a contract that will have rates CONSULTANT for the initial term of the contract. Pricing changes may be considered by DISTRICT for additional contract terms; however, DISTRICT may cancel the contract if a requested price change is not acceptable. All contract renewals must be done in writing.

### **3. EXECUTION OF THE CONTRACT**

The contract shall be signed by the Proposer and returned, along with the required attachments to DISTRICT within 10 working days. The period for execution may be changed by mutual agreement of the parties. Contracts are not effective until approved by the appropriate DISTRICT officials. Any work performed prior to receipt of a fully executed contract shall be at Proposer's own risk.

### **4. FAILURE TO EXECUTE THE PROPOSER**

Failure to execute the contract within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the contract. If the successful Proposer refuses or fails to execute the contract, DISTRICT may award the contract to the next qualified highest ranked Proposer.

### **5. PERFORMANCE FAILURE**

If the Proposer fails or neglects to furnish any of the services listed herein at the prices quoted and at the time and places stated or persistently fails to furnish safe and satisfactory equipment or otherwise does not comply with the terms of the contract DISTRICT may, upon written notice to the Proposer, cancel the entire contract or cancel or rescind any or all items affected by such default; and may, regardless of the type of cancellation, procure services elsewhere without notice to the Proposer. The prices paid by DISTRICT at the time such services are procured shall be considered the prevailing market prices.

### **6. TERMINATION OF CONTRACT**

The DISTRICT may terminate the contract at any time for any reason within 10 business days' notice to the Proposer.

### **7. CONTRACT CHANGES.**

No changes or alterations to this contract shall be made without specific prior written approval by the DISTRICT.

**8. INVENTORY OF VEHICLES**

Inventory list of vehicles and Property to be used for the purpose of this contract will be provided to the DISTRICT. This listing shall include the make of the vehicle, body type, year of the vehicle's manufacture, capacity, present mileage, condition for each vehicle, and license plate number.

**9. PROPOSER PERSONNEL**

All personnel assigned to perform under this contract shall be subject to continuous approval by the DISTRICT. All drivers employed or subcontracted by the Proposer to provide services in this Agreement shall have and maintain a valid California Driver License. All drivers shall be subject to a background check prior to the beginning of this contract and once every three years thereafter to the extent allowed by law. Any driver who fails their background check will be immediately removed from servicing the contract.

**10. CONFIDENTIALITY**

Any and all information given to drivers regarding pupils is to be considered confidential and under no conditions shall this information be used to invade privacy rights of the pupils, their parents, guardians or care givers. Any breach of confidentiality may result in removal from DISTRICT routes. All information on old route sheets shall be shredded.

**11. INDEMNIFICATION**

The Proposer will agree to indemnify, defend, and save harmless the DISTRICT, its officers, agents, employees, and volunteers from any and all claims and losses accruing or resulting to any and all persons, CONSULTANTS, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement and from any and all claims and losses resulting to any person, CONSULTANT, or corporation who may be injured or damaged by the Provider in the performance of this agreement.

**12. INSURANCE REQUIREMENTS**

*Refer to the insurance requirements in the original RFQ/P.*

**13. ANTI-DISCRIMINATION.**

It is the policy of the Pasadena Unified School DISTRICT Board of Education that in connection with all work performed under contracted services, construction and purchasing contracts, there is to be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Proposer agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Proposer agrees to require such compliance by all subProposers employed on the work by him.

**14. GOVERNING LAW.**

This contract shall be governed by and construed in accordance with the laws of the State of

California.

**15. ATTORNEYS' FEES.**

If any action is brought by either party against the other party hereunder, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.

**16. NO ORAL MODIFICATION.**

Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

**17. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

**ATTACHMENT 2**

**BID FORM A**

**Company/Contact Information**

This form is required to be submitted with your SOQ

**TO: PASADENA UNIFIED SCHOOL DISTRICT**, a California Unified School DISTRICT,  
acting by and through its Board of Education ("DISTRICT"), 351 South Hudson Ave.,  
Pasadena, CA 91109

**FROM:**

---

Name of Company

---

Address

---

City, State, Zip Code

---

Phone

---

Fax

---

Email

---

Authorized Signature/Print Name

---

Name(s) of Bidder's Authorized Representative(s) & Title

---

Date

## BID FORM B

### Certification

This form is required to be submitted with your SOQ

I certify that I have read **Request for Qualifications/Proposal #10-21/22** and the instructions for submitting an RFP. I further certify that I must submit CONSULTANT's proposal in response to this request via email and that I am authorized to commit the CONSULTANT to the proposal submitted.

In submitting this Bid Proposal, the undersigned Bidder acknowledges receipt of all Bid Addenda issued by or on behalf of the DISTRICT, as set forth below. The Bidder CONSULTANTs that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda. **Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ received, acknowledged and incorporated into this Bid Proposal.** The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail

If you are responding as a corporation, please  
place your corporate seal in the space below:

## BID FORM C

### Non-Collusion Affidavit

This form is required to be submitted with your SOQ

STATE OF CALIFORNIA, COUNTY OF \_\_\_\_\_

I \_\_\_\_\_, being first duly sworn, deposes  
and says that I (Typed or Printed Name)

am the \_\_\_\_\_ of \_\_\_\_\_,  
the (Title) (Bidder Name)  
party submitting the foregoing Bid Proposal (the "Bidder"). In connection with the foregoing  
Bid Proposal, the undersigned declares, states and certifies that:

The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed  
person, partnership, company, association, organization or corporation.

The Bid Proposal 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, and has not directly or indirectly colluded, conspired,  
connived, or agreed with any other bidder or anyone else to put in 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, or that of any other  
bidder, or to fix any overhead, profit or cost element of the bid price or that of any  
other bidder, or to secure any advantage against the public body awarding the  
contract or of anyone interested in the proposed contract.

All statements contained in the Bid Proposal and related documents  
are true.

The Bidder has not, directly or indirectly, submitted the bid price or any breakdown  
thereof, or the contents thereof, or divulged information or data relative thereto, or  
paid, and will not pay, any fee to any person, corporation, partnership, company,  
association, organization, bid depository, or to any member or agent thereof to  
effectuate a collusive or sham bid.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_  
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing

is true and correct.

---

Signature

---

Address

---

Name (Typed or Printed)/Title

---

City, County and State

---

Phone Number

---

Email Address

## **BID FORM D**

### **Hourly rates and Pricing Sheet**

This form is required to be submitted with your SOQ



## PASADENA UNIFIED SCHOOL DISTRICT PROCUREMENT SERVICES DIVISION

### **ADDENDUM NO. 2**

February 14, 2022

Request for Qualification/Proposal: PASADENA USD  
Professional Engineering Services  
(RFQ/P) NO. 10-21/22

**This addendum forms part of the Contract documents and may modify the original Bidding Documents. Any revisions, clarification, deletions and/or additions shall be made to the bid documents for Request for Proposal (RFQ/P) No. 10-21/22 and Addendum No. 1 dated February 1, 2022. It is mandatory to acknowledge receipt of this addendum.**

**This addendum consists of three (3) pages**

#### **A. Questions and Answers**

1. Is it the District's expectations for qualified teams to have a cost estimator and/or surveyor, or will this be the responsibility of PUSD?

**Answer:**

**The proposer shall include as part of the team a cost estimator and a professional licensed surveyor. Refer to Article 7, Tab 2 – Project approach and Firm Qualifications, item c for additional requirements.**

2. For Bid Form D, what information is required beyond hourly rates for project personnel?

**Answer:**

**Bid Form D shall include hourly rates for all the project personnel who will be involved in the program.**

3. Do the required forms as required in Tab 9 need to be notarized?

**Answer:**

**None of the required bid forms are to be notarized.**

4. We are a multi-disciplinary firm. Should we submit separate packages for each discipline, or one comprehensive package together?

**Answer:**

**Multi-Disciplinary Firms shall provide (ONE) Proposal. The Multi-Disciplinary Firm must provide Tab 4 (in its entirety) for the type of discipline the Proposer would like to be considered in this RFQ/P. Refer to subsection a, ii. The Proposer shall have a total of five (5) K-12 educational projects within last (10) years for EACH discipline.**

5. List of required team includes an architect. As this is a solicitation for engineering firms, can we submit proposed Project Managers in lieu of Architects?

**Answer:**

**Correct. This procurement process is for Professional Engineering Firms; provide Licensed Engineers as part of your project team in lieu of Project Architects.**

6. Litigation requirements mention school districts – are you only looking for litigation within K-12 projects?

#### **ADDENDUM No.2**

Pasadena Unified School District  
Professional Engineering Services RFQ/P 10-21/22

**Answer:**  
**School districts include K-14.**

7. Under Tab 4, it skips from e to g. Can you please confirm we are not missing a requirement under letter f?

**Answer:**  
**Tab 4, subsection f, is NOT used.**

8. Is there a reason why the contract and insurance terms of the Professional Engineering Services Pool are significantly different than the contract and insurance terms of the Architectural and Engineering Services Pool? For example, the Professional Engineering Services Pool requires cyber liability insurance while the latter does not. As another example, the contracts have different indemnification provisions even though both contracts are for professional services.

**Answer:**  
**Each RFQ/P is a stand-alone procurement process. For this procurement (RFQ/P 10-21/22), the District intends to Attachment A, Professional Services Agreement included in the RFQ/P. Please refer to Addendum No. 1, A-Changes to the RFQ/P, Section 4.**

9. With respect to the Professional Engineering Services Pool, is the District looking for an entity to contract with that can provide one-stop shopping for electrical, mechanical, plumbing, structural, civil, landscape, and geotechnical services? Or is the District going to select an electrical consultant separate from, say, a structural consultant? If the latter, is the District going to select a pool of structural engineering firms to reach out to for structural engineering services or is the District going to choose one structural consultant

**Answer:**  
**It is the intent of the District to create a POOL of Professional Engineering Firms for EACH of the disciplines listed in Article 4 of the RFQ/P.**

10. The insurance coverage requires us to procure a Project Specific policy (normally only required of a Contractor). Typically, a professional engineer's professional liability insurance policy has single incidence and aggregate limits. These apply to all of the engineer's projects. A project specific policy with the limits required in the RFQ would need to be an additional costly policy and a separate policy would need to be obtained for each and every project assigned as a result of this RFQ. Can this be reworded to eliminate the need for a project specific policy?

**Answer:**  
**The Proposer shall provide the insurance per Article VII of the attached SAMPLE – Professional Services Agreement. ,Refer to Addendum No. 1 dated February 1, 2022, A. Changes to the RFQ/P, Section 4.**

11. The indemnification language in the Sample Agreement does not comply with California Civil Code 2782 which specifically limits a professional engineer's indemnity to their negligence and in no case shall the cost to defend exceed the professional's proportionate percentage of fault. Will this be reworded in any actual agreement?

**Answer:**  
**No, the Indemnity language in the Sample Professional Services agreement will not be changed.**

12. Could you please clarify whether we can pursue this for a single service or does the District intent to award only Fully-Service Firms that can provide all services?

**Answer:**  
**See response to question #9 in this Addendum No. 2**

13. Please clarify the differences in engineering services and scope of work allocated to the A/E Services Pool versus the Engineering Services Pool. Is there a not-to-exceed contract amount associated with the Engineering Services Pool

**Answer:**  
**There District will set a Not-To-Exceed (NTE) amount for each contract issued to each selected firm. Some firms may qualify for multiple disciplines; therefore, those contracts will have a higher NTE contract amount.**

#### **ADDENDUM No.2**

14. Will the District consider a stand-alone submission from an IT consultant for IT/AV and Security design services as part of this RFQ/P, or would we need to submit under a Mechanical or Electrical firm in hopes of providing these services to the District on an On-Call basis?

**Answer:**

**At this time, the District is looking for Professional Engineering Firms to provide services listed in the RFQ/P. IT/AV and Security subconsultants are encouraged to reach out to Engineering firms proposing for this RFQ/P.**

15. In the requirements for Tab 3.a, please confirm the minimum required engineering roles, and whether we would need to provide an architect team role

**Answer:**

**Please refer to question #5 in this Addendum No. 2**

16. We are on the winning team for Pasadena USD's Executive Architectural Services – RFQ No. 04-21/22, are we precluded from submitting this proposal?

**Answer:**

**No, the subconsultants providing services to the Executive Architect are not precluded from submitting a proposal for this procurement so as long as the requirements of the RFQ/P are met.**

17. Tab 4, Items C and D: it looks like this text is copied from the Architectural On-Call. Does this apply to the Engineering On-Call?

**Answer:**

**Tab 4, item d, does not apply to this RFP/Q. REMOVE item d in its ENTIRETY.**

18. Tab 4, item h, v and vii: This information is typically only available to the prime consultant. Professional engineers are most commonly subconsultants on school projects and may therefore not have this information. Does this apply to the Engineering On-Call?

**Answer:**

**Yes, provide the information as required in this RFQ/P.**

19. Please clarify if Item 7.b.iv.c on page 8 is referring to project examples where specifications were written as part of the construction documents, or if this is referring to developing template specifications for districts to utilize on future projects

**Answer:**

**The new District Standards and Specifications will be developed by the Executive Architect, DLR Group. It is the responsibility of the selected Professional Engineering Firm to coordinate with the Executive Architect the appropriate use of the new standards and specifications. There may be at times, where the selected Engineer will be required to develop a "tailored" specification for each assigned project.**

20. Please clarify if item 7.b.iv.d on page 8 is referring to project examples where District Design Standards were to be incorporated into the design of the project, or if this is referring to the development of District Design Standards for districts to enforce on future projects.

**Answer:**

**Refer to question #17 in this Addendum No.2**

**END OF THE ADDENDUM**

**ADDENDUM No.2**

Pasadena Unified School District

Professional Engineering Services RFQ/P 10-21/22



## Integrated Marketing Systems Project Data Sheet

Powered by Dodge Construction Network

TARGET MARKET	School Districts	ORIGINAL DATE	01/31/2022
COUNTY	Los Angeles, CA		
CITY	Pasadena		
PROJECT #	Working Project 668621		

PROJECT	Professional Engineering Services (Pool)
AGENCY	Pasadena Unified School District
LOCATION	Pasadena, CA
DEPARTMENT	

### SCOPE OF WORK

Pool for design and engineering services for the construction/renovation and modernization of various school facility projects. Service categories include: 1) Mechanical; 2) Electrical (including low-voltage); 3) Plumbing; 4) Civil; 5) Landscape; 6) Structural; and 7) Geotechnical.

### DISCIPLINES

☒ Landscape Architecture   ☒ Civil Engineering   ☒ Electrical Engineering   ☒ Geotechnical Engineering  
☒ Mechanical Engineering   ☒ Structural Engineering   ☒ Hydrology/Hydraulics

### COMMENTS

- RFQ/P No. 10-21/22
- Solicitation documents available online
- Agency contact: Ilene Mehrez, Procurement & Contracts Supervisor, mehrez.ilene@pusd.us; and Leonard Hernandez, Director of Facilities, hernandez.leonard@pusd.us
- CC: Teo Sierra, Bond Program Manager, spo-sierrat@pusd.us
- Questions deadline: 3:00 p.m., February 9, 2022
- Submittal deadline: 3:00 p.m., February 24, 2022

CONSTRUCTION COST	LOI/RFQ/RFP RFP	SUBMITTAL DEADLINE 02/24/2022
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CONTACT	PHONE	FAX
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### EMAIL

WEBSITE <https://www.pusd.us/site/default.aspx?PageType=3&ModuleInstanceId=19135&ViewID=7b97f7ed-8e5e-4120-848f-a8b4987d588f&RenderLoc=0&FlexDataID=31568&PageID=9666>

Integrated Marketing Systems  
San Diego, California (858) 490-8800 FAX (858) 490-8811

**RFQ/P RECAP NO. 10-21/22**

**PROFESSIONAL ENGINEERING SERVICES (POOL)**

**OPENING DATE AND TIME: 02/24/22, 3:00 PM**

[illegible]

[illegible]



**PASADENA UNIFIED SCHOOL DISTRICT  
FACILITIES DIVISION**

March 4, 2022

Richard Henrikson  
Bureau Veritas North America, Inc.  
600 N. Rosemead Blvd., Suite 205  
Pasadena, CA 91107

**RE: NOTICE OF INTENT TO AWARD  
Professional Engineering Services (Pool) RFQ/P 10-21/22**

Dear Mr. Henrikson:

You are hereby notified that Pasadena Unified School District intends to award your firm the Professional Engineering Services (Pool) contract for the above cited RFQ/P 10-21/22.

The following must be submitted within ten (10) days of receiving the contract:

1. Provide an executed and complete contract
2. Provide a W-9 form
3. Provide a Certificate of Insurance that complies with Article 6 of the contract.

Failure to comply with these conditions within the time specified will entitle the DISTRICT to consider your proposal abandoned and annul this Notice of Intent to Award.

After you comply with the above-referenced conditions, the DISTRICT will return to you one (1) fully executed contract. A kick-off meeting will be scheduled promptly at our mutual convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Leonard Hernandez", is written over a printed name and title.

Leonard Hernandez  
Director of Facilities, M&O, Transportation and Security  
Pasadena Unified School District

cc. Ilene Mehrez, Procurement & Contracts Supervisor  
Teresa Castaneda, Interim Procurement & Contracts Supervisor  
Mia Harrison, Sourcing and Contracts Coordinator  
Teo Sierra, Bond Program Manager Measure O, SafeworkCM  
Kiyana Bella, Sr. Design Manager, SafeworkCM  
Raj Nandi, Program Controls Manager, SafeworkCM  
Files



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For

### Professional Engineering Services – Measure O Bond Program

#### I. **PARTIES**

This Agreement for Professional Engineering Services for: Mechanical, Electrical, Plumbing, Structural and Civil Engineering (the “Agreement”) is made this day of April 25, 2022, between the Pasadena Unified School DISTRICT (hereinafter referred to as “PUSD” or “DISTRICT”) and Bureau Veritas North America, Inc., hereinafter referred to as (the “Consultant”).

DISTRICT hereby engages Consultant to render described services under the terms and conditions of this agreement.

#### II. **PERFORMANCE OF SERVICES**

Consultant agrees to perform the services described on “Scope of Services” of RFQ/P document (hereinafter “Services”) as an independent Consultant. Consultant will determine the means, manner, method, and details of performing the Services. Consultant shall be responsible for providing the Scope of Services delineated in the **RFQ/P 10-21/22 and Addendum No. 1 and 2 (Attachment A)**. Scope of Services Section of the **RFQ/P 10-21/22** is attached heretosolety for the purpose of defining the scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between the terms in Section D and the Agreement, the terms of this Agreement shall control and prevail. The parties agree that any term contained in Scope of Services Section from the **RFQ/P 10-21/22** that adds to, varies or conflicts with the terms of this Agreement is null and void.

#### III. **COMPENSATION**

The DISTRICT hereby agrees to pay Consultant for the performance of services; compensation based upon time and materials and the attached fee schedule set forth in **Bid Form D (Attachment B)** on a per project basis. In no event shall Consultant’s compensation exceed Two Hundred and Fifty Thousand Dollars (\$250,000.00). Consultant shall be responsible for all expenses incurred in association with the performance of the Services unless otherwise permitted under Section D. Consultant shall invoice costs monthly for the services provided pursuant to this Agreement from the time the Consultant begins work on the Project. All costs must be supported by an invoice, receipt, or other acceptable documentation.

#### IV. **TERMS AND CONDITIONS**



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For

### Professional Engineering Services – Measure O Bond Program

The term of this Agreement shall be for two (2) years, commencing on April 25, 2022, through April 24, 2024. For the period of July 1, 2021 through June 30, 2024, the DISTRICT hereby agrees to pay the Contractor in connection with the above referenced services as authorized at the rates described on **Bid Form D (Attachment B)**. Contractor shall bill the DISTRICT as services are provided subject to the terms and conditions set forth in Article III – Compensation, above. This Agreement may be renewed, at the option of the District, for up to three (3) additional years upon mutual agreement.

#### V. DOCUMENTATION; RETENTION OF MATERIALS

Consultant shall maintain adequate documentation to substantiate all charges.

- a. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of DISTRICT for inspection at any reasonable time.
- b. Consultant shall maintain the records or any other records related to the performance of this Agreement and shall allow DISTRICT access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

#### VI. INDEMNITY

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

- a. Workers Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's sub-consultant'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, CONSULTANT or corporation employed by the Consultant or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent Architects who are directly employed by the DISTRICT;



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For

### Professional Engineering Services – Measure O Bond Program

c. Professional Liability: Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Consultant, or any person, CONSULTANT or corporation employed by the Consultant, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, CONSULTANT or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by Consultant in accordance with this Agreement, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

d. The Consultant, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article VI, Sections 1(a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

## VII. INSURANCE

Consultant shall procure and maintain from the Start Date until final payment is made to the Consultant, and shall require all sub-consultants to so procure and maintain for all periods during which such sub-consultants 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 Consultant's obligations under this contract.***

a. Minimum insurance coverage amounts:

1. General Liability Insurance with a combined single limit of no less than \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage.  
*\*Pasadena USD, its agents and officers, must be named as an additional insured.*
2. Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than \$1,000,000 per accident.  
*\*Pasadena USD, its agents and officers, must be named as an additional insured.*
3. Errors & Omissions Insurance, with limits of \$1,000,000 per claim/\$2,000,000 aggregate.  
*\*Pasadena USD, its agents and officers, must be named as an additional insured*



## PASADENA UNIFIED SCHOOL DISTRICT

### Professional Services Agreement For

### Professional Engineering Services – Measure O Bond Program

4. Workers Compensation – Statutory Limits, waiver of subrogation required.
  5. Cyber Liability Insurance, with limits of \$1,000,000 per claim/\$2,000,000 aggregate.  
*\*Pasadena USD, its agents and officers, must be named as an additional insured*
- b. 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 Consultant.
  - c. If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to the Agreement, the same shall be deemed a material breach of contract. The DISTRICT, at its sole option, may terminate this Agreement and obtain damages from the Consultant 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 Consultant, DISTRICT may deduct from sums due to the Consultant any premium costs advanced by the DISTRICT for such insurance.
  - d. 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.
  - e. Verification of Coverage, Consultant 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.
  - f. 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.

## VIII. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For

### Professional Engineering Services – Measure O Bond Program

the express prior written consent of DISTRICT, in DISTRICT's sole and absolute discretion. Consultant agrees that the District shall have the right to approve any and all sub-consultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such sub-consultants.

#### IX. **TERMINATION**

- a. Termination Without Cause. This Agreement may be terminated by DISTRICT without cause upon ten (10) days written notice to Consultant. If this Agreement is so terminated, Consultant shall be paid for all services satisfactorily rendered and expenses incurred to the date of receipt of notice of termination.

Upon such termination, Consultant shall submit to DISTRICT an itemized statement of services performed as of the date of termination. These services may include both completed work and work in progress at the time of termination. DISTRICT shall pay Consultant for any services for which compensation is owed; provided, however, DISTRICT shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to DISTRICT all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of DISTRICT without additional compensation to Consultant.

- b. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated immediately by either party upon written notice of default or breach to the other party as follows:
  - i. If Consultant fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or
  - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Consultant to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
  - iii. If Consultant becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For

### Professional Engineering Services – Measure O Bond Program

- iv. If DISTRICT materially breaches any material duty under this Agreement and any such breach impairs Consultant's ability to perform; or
- v. If it is found by DISTRICT that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Consultant, or any agent or representative of Consultant, to any officer or employee of the DISTRICT with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract.
- c. Opportunity to Cure. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified above, and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- d. Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this paragraph survive termination:
  - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
  - ii. Consultant shall satisfactorily complete work in progress at the agreed rate
  - iii. (or a pro rata basis if necessary) if so requested by DISTRICT;
  - iv. Consultant shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by DISTRICT;
  - v. Consultant shall promptly deliver to DISTRICT possession all proprietary information.

## x. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and



## PASADENA UNIFIED SCHOOL DISTRICT

### Professional Services Agreement For

### Professional Engineering Services – Measure O Bond Program

depositing in the United States mail. The foregoing addresses may be changed by written notice to the other party as provided herein.

#### To the CONSULTANT:

<b>Name:</b>	Richard Henrikson, Project Manager		
<b>Company:</b>	Bureau Veritas North America, Inc.		
<b>Address:</b>	600 North Rosemead, Suite 205		
	Pasadena, CA 91107		
<b>Telephone:</b>	(949)680-2842	<b>email:</b>	<a href="mailto:richard.henrikson@bureauveritas.com">richard.henrikson@bureauveritas.com</a>

#### To the DISTRICT:

<b>Name:</b>	Leslie Barnes, Ed.D. Chief Business Officer		
	Pasadena Unified School DISTRICT		
<b>Address:</b>	351 S. Hudson Ave., Room 102		
	Pasadena, CA 91109		
<b>Telephone:</b>	626-396-3600		

## XI. INDEPENDENT CONSULTANT

- a. It is understood and agreed that Consultant (including Consultant's employees) is an independent Consultant and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of DISTRICT. DISTRICT is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent Consultant, Consultant hereby agrees to indemnify and hold DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.
- b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of DISTRICT as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use DISTRICT facilities, space,



## **PASADENA UNIFIED SCHOOL DISTRICT**

### **Professional Services Agreement For**

### **Professional Engineering Services – Measure O Bond Program**

equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the DISTRICT does not require that Consultant use DISTRICT facilities, equipment or support services or work in DISTRICT locations in the performance of this Agreement.

- c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subConsultants.
- d. Nothing in this Agreement shall be construed to create an exclusive relationship between DISTRICT and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

#### **XII. ADDITIONAL SERVICES**

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid at the rates set forth in Section D, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

#### **XIII. SUCCESSORS AND ASSIGNS**

DISTRICT and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

#### **XIV. TIME OF PERFORMANCE**

Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of DISTRICT.

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



**PASADENA UNIFIED SCHOOL DISTRICT**  
**Professional Services Agreement For**  
**Professional Engineering Services – Measure O Bond Program**

**DISTRICT:**  
**PASADENA UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
**Signature**  
**Leslie Barnes, Ed.D., Chief Business Officer**

\_\_\_\_\_  
**Date**

**CONSULTANT:**  
**Bureau Veritas North America, Inc.**

\_\_\_\_\_  
Richard Henrikson

\_\_\_\_\_  
President of Bureau Veritas A&E

**Printed Name**

\_\_\_\_\_  
*Richard A. Henrikson*

**Title**

\_\_\_\_\_  
March 11, 2022

**Signature**

**Date**

Authorized Officers or Agents

(CORPORATE SEAL)

## **GENERAL TERMS AND CONDITIONS**

### **1. PROPOSAL ACCEPTANCE.**

Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after receipt unless otherwise stipulated. The DISTRICT reserves the right to accept or reject any and all proposals and reserves the right to waive any informality.

### **2. CONTRACT RENEWAL**

DISTRICT will issue a contract that will have rates CONSULTANT for the initial term of the contract. Pricing changes may be considered by DISTRICT for additional contract terms; however, DISTRICT may cancel the contract if a requested price change is not acceptable. All contract renewals must be done in writing.

### **3. EXECUTION OF THE CONTRACT**

The contract shall be signed by the Proposer and returned, along with the required attachments to DISTRICT within 10 working days. The period for execution may be changed by mutual agreement of the parties. Contracts are not effective until approved by the appropriate DISTRICT officials. Any work performed prior to receipt of a fully executed contract shall be at Proposer's own risk.

### **4. FAILURE TO EXECUTE THE PROPOSER**

Failure to execute the contract within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the contract. If the successful Proposer refuses or fails to execute the contract, DISTRICT may award the contract to the next qualified highest ranked Proposer.

### **5. PERFORMANCE FAILURE**

If the Proposer fails or neglects to furnish any of the services listed herein at the prices quoted and at the time and places stated or persistently fails to furnish safe and satisfactory equipment or otherwise does not comply with the terms of the contract DISTRICT may, upon written notice to the Proposer, cancel the entire contract or cancel or rescind any or all items affected by such default; and may, regardless of the type of cancellation, procure services elsewhere without notice to the Proposer. The prices paid by DISTRICT at the time such services are procured shall be considered the prevailing market prices.

### **6. TERMINATION OF CONTRACT**

The DISTRICT may terminate the contract at any time for any reason within 10 business days' notice to the Proposer.

### **7. CONTRACT CHANGES.**

No changes or alterations to this contract shall be made without specific prior written approval by the DISTRICT.

**8. INVENTORY OF VEHICLES**

Inventory list of vehicles and Property to be used for the purpose of this contract will be provided to the DISTRICT. This listing shall include the make of the vehicle, body type, year of the vehicle's manufacture, capacity, present mileage, condition for each vehicle, and license plate number.

**9. PROPOSER PERSONNEL**

All personnel assigned to perform under this contract shall be subject to continuous approval by the DISTRICT. All drivers employed or subcontracted by the Proposer to provide services in this Agreement shall have and maintain a valid California Driver License. All drivers shall be subject to a background check prior to the beginning of this contract and once every three years thereafter to the extent allowed by law. Any driver who fails their background check will be immediately removed from servicing the contract.

**10. CONFIDENTIALITY**

Any and all information given to drivers regarding pupils is to be considered confidential and under no conditions shall this information be used to invade privacy rights of the pupils, their parents, guardians or care givers. Any breach of confidentiality may result in removal from DISTRICT routes. All information on old route sheets shall be shredded.

**11. INDEMNIFICATION**

*Refer to the indemnification requirements Article VI.*

**12. INSURANCE REQUIREMENTS**

*Refer to the insurance requirements Article VII.*

**13. ANTI-DISCRIMINATION.**

It is the policy of the Pasadena Unified School DISTRICT Board of Education that in connection with all work performed under contracted services, construction and purchasing contracts, there is to be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Proposer agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Proposer agrees to require such compliance by all subProposers employed on the work by him.

**14. GOVERNING LAW.**

This contract shall be governed by and construed in accordance with the laws of the State of California.

**15. ATTORNEYS' FEES.**

If any action is brought by either party against the other party hereunder, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses

incurred in connection with the prosecution or defense of such action.

**16. NO ORAL MODIFICATION.**

Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

**17. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>BUREAU VERITAS NORTH AMERICA, INC</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) <b>5</b>  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. <b>1601 SAWGRASS CORPORATE PKWY STE 400</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>SUNRISE, FL 33323</b>	
7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

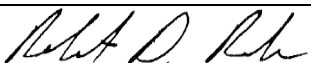
Social security number									
			-				-		
or									
Employer identification number									
0	6		-	1	6	8	9	2	4

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 1/3/2022
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
03/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Aon Risk Services Northeast, Inc. NY NY Office One Liberty Plaza 165 Broadway, Suite 3201	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> 866-283-7122 <b>FAX (A/C. No.):</b> (800) 363-0105 <b>E-MAIL ADDRESS:</b>														
<b>INSURED</b> Bureau Veritas North America, Inc 220 Technology Drive Irvine CA 92618 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Hartford Fire Insurance Co.</td><td>19682</td></tr><tr><td>INSURER B: Trumbull Insurance Company</td><td>27120</td></tr><tr><td>INSURER C: Allianz Global Risks US Insurance Co.</td><td>35300</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Co.	19682	INSURER B: Trumbull Insurance Company	27120	INSURER C: Allianz Global Risks US Insurance Co.	35300	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Allianz Global Risks US Insurance Co.	35300														
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES** **CERTIFICATE NUMBER:** 570092007895 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			USL00159322	01/01/2022	01/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			10 AB S41202 AOS 10 AB S41203 HI	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			USL00163322	01/01/2022	01/01/2023	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A	10WNS41200 See State Policy Addendum	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
c	Archit&Eng Prof			USF00248022 Claims Made SIR applies per policy terms & conditions	01/01/2022	01/01/2023	Each Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The Architects & Engineers policy includes coverage for Professional Liability and Contractors Pollution Liability. Pasadena Unified School District is included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability, Professional Liability and Umbrella Liability policies. A waiver of subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability, Professional Liability and Workers' Compensation policies.

**CERTIFICATE HOLDER****CANCELLATION**

<b>CERTIFICATE HOLDER</b> Pasadena Unified School District 351 S. Avenue Pasadena CA 91109 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Northeast, Inc.</i>
---	--

Holder Identifier :

570092007895

Certificate No :





AGENCY CUSTOMER ID: 570000048582

LOC #:

**ADDITIONAL REMARKS SCHEDULE**

Page \_ of \_

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Bureau Veritas North America, Inc	
POLICY NUMBER See Certificate Number: 570092007895			
CARRIER See Certificate Number: 570092007895	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Workers Compensation/Employers Liability

10WNS41200 01/01/22-01/01/23 Trumbull Insurance AR,DC,IN,LA,NE,RI,UT  
10WNS41200 01/01/22-01/01/23 Twin City Fire Insurance Company FL,ND,OH,WA,WY  
10WNS41200 01/01/22-01/01/23 Hartford Insurance Company of the Midwest AK,ID  
10WNS41200 01/01/22-01/01/23 Hartford Casualty Insurance Company MO,WV  
10WNS41200 01/01/22-01/01/23 Nutmeg Insurance Company CT,IL  
10WNS41200 01/01/22-01/01/23 Hartford Fire Insurance Company NH,OR,PA  
10WNS41200 01/01/22-01/01/23 Hartford Accident and Indemnity Company AL,GA,KY,MI,MT,NY,TN,VT  
10WNS41200 01/01/22-01/01/23 Property & Casualty Ins Co of Hartford CA,CO,DE,ME, MN,MS,SC  
10WNS41200 01/01/22-01/01/23 Hartford Insurance Company of Illinois TX  
10WNS41200 01/01/22-01/01/23 Hartford Insurance Company of the Southeast KS,MD  
10WNS41200 01/01/22-01/01/23 Hartford Underwriters Insurance Company AZ,HI,NC,NJ,SD,VA  
10WNS41200 01/01/22-01/01/23 Sentinel Insurance Company, Limited IA,NM,NV,OK  
10WBRS41201 01/01/22-01/01/23 Twin City Fire Insurance Company WI  
10WBRS41201 01/01/22-01/01/23 Hartford Underwriters Insurance Company MA  
10WBRS41201 01/01/22-01/01/23 Hartford Fire Insurance Company PR



**PASADENA UNIFIED SCHOOL DISTRICT  
FACILITIES DIVISION**

March 4, 2022

Simon Ubhi, Principal  
Henderson Engineers, Inc.  
510 West 6<sup>th</sup> Street, Suite 800  
Los Angeles, CA 90014

**RE: NOTICE OF INTENT TO AWARD  
Professional Engineering Services (Pool) RFQ/P 10-21/22**

Dear Mr. Ubhi:

You are hereby notified that Pasadena Unified School District intends to award your firm the Professional Engineering Services (Pool) contract for the above cited RFQ/P 10-21/22.

The following must be submitted within ten (10) days of receiving the contract:

1. Provide an executed and complete contract
2. Provide a W-9 form
3. Provide a Certificate of Insurance that complies with Article 6 of the contract.

Failure to comply with these conditions within the time specified will entitle the DISTRICT to consider your proposal abandoned and annul this Notice of Intent to Award.

After you comply with the above-referenced conditions, the DISTRICT will return to you one (1) fully executed contract. A kick-off meeting will be scheduled promptly at our mutual convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Leonard Hernandez", is written over a printed name and title.

Leonard Hernandez  
Director of Facilities, M&O, Transportation and Security  
Pasadena Unified School District

cc. Ilene Mehrez, Procurement & Contracts Supervisor  
Teresa Castaneda, Interim Procurement & Contracts Supervisor  
Mia Harrison, Sourcing and Contracts Coordinator  
Teo Sierra, Bond Program Manager Measure O, SafeworkCM  
Kiyana Bella, Sr. Design Manager, SafeworkCM  
Raj Nandi, Program Controls Manager, SafeworkCM  
Files



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For

### Professional Engineering Services – Measure O Bond Program

#### I. PARTIES

This Agreement for Professional Engineering Services for: Mechanical, Electrical, Plumbing (the “Agreement”) is made this day of April 25, 2022, between the Pasadena Unified School DISTRICT (hereinafter referred to as “PUSD” or “DISTRICT”) and Henderson Engineers, Inc., hereinafter referred to as (the “Consultant”).

DISTRICT hereby engages Consultant to render described services under the terms and conditions of this agreement.

#### II. PERFORMANCE OF SERVICES

Consultant agrees to perform the services described on “Scope of Services” of RFQ/P document (hereinafter “Services”) as an independent Consultant. Consultant will determine the means, manner, method, and details of performing the Services. Consultant shall be responsible for providing the Scope of Services delineated in the **RFQ/P 10-21/22 and Addendum No. 1 and 2 (Attachment A)**. Scope of Services Section of the **RFQ/P 10-21/22** is attached heretosoely for the purpose of defining the scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between the terms in Section D and the Agreement, the terms of this Agreement shall control and prevail. The parties agree that any term contained in Scope of Services Section from the **RFQ/P 10-21/22** that adds to, varies or conflicts with the terms of this Agreement is null and void.

#### III. COMPENSATION

The DISTRICT hereby agrees to pay Consultant for the performance of services; compensation based upon time and materials and the attached fee schedule set forth in **Bid Form D (Attachment B)** on a per project basis. In no event shall Consultant’s compensation exceed Two Hundred and Fifty Thousand Dollars (\$250,000.00). Consultant shall be responsible for all expenses incurred in association with the performance of the Services unless otherwise permitted under Section D. Consultant shall invoice costs monthly for the services provided pursuant to this Agreement from the time the Consultant begins work on the Project. All costs must be supported by an invoice, receipt, or other acceptable documentation.

#### IV. TERMS AND CONDITIONS

The term of this Agreement shall be for two (2) years, commencing on April 25, 2022 ,



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For

### Professional Engineering Services – Measure O Bond Program

through April 24, 2024. For the period of July 1, 2021 through June 30, 2024, the DISTRICT hereby agrees to pay the ~~Contractor~~ in connection with the above referenced services as authorized at the rates described on ~~Bid Form D (Attachment B)~~. ~~Contractor~~ shall bill the DISTRICT as services are provided subject to the terms and conditions set forth in Article III – Compensation, above. This Agreement may be renewed, at the option of the District, for up to three (3) additional years upon mutual agreement.

Consultant

#### V. DOCUMENTATION; RETENTION OF MATERIALS

Consultant shall maintain adequate documentation to substantiate all charges.

- a. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of DISTRICT for inspection at any reasonable time.
- b. Consultant shall maintain the records or any other records related to the performance of this Agreement and shall allow DISTRICT access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

#### VI. INDEMNITY

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

- a. Workers Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's sub-consultant'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, CONSULTANT or corporation employed by the Consultant or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent Architects who are directly employed by the DISTRICT;



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For

### Professional Engineering Services – Measure O Bond Program

negligent

to the extent

c. **Professional Liability:** Any loss, injury to or death of persons or damage to property caused by any act, ~~neglect~~, default or omission of the Consultant, or any person, CONSULTANT or corporation employed by the Consultant, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, CONSULTANT or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by Consultant in accordance with this Agreement, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

d. The Consultant, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article VI, Sections 1(a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

## VII. INSURANCE

Consultant shall procure and maintain from the Start Date until final payment is made to the Consultant, and shall require all sub-consultants to so procure and maintain for all periods during which such sub-consultants 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 Consultant's obligations under this contract.***

### a. Minimum insurance coverage amounts:

1. General Liability Insurance with a combined single limit of no less than \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage.  
*\*Pasadena USD, its agents and officers, must be named as an additional insured.*
2. Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than \$1,000,000 per accident.  
*\*Pasadena USD, its agents and officers, must be named as an additional insured.*
3. Errors & Omissions Insurance, with limits of \$1,000,000 per claim/\$2,000,000 aggregate.  
~~*\*Pasadena USD, its agents and officers, must be named as an additional insured*~~
4. Workers Compensation – Statutory Limits, waiver of subrogation



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For

### Professional Engineering Services – Measure O Bond Program

required.

5. Cyber Liability Insurance, with limits of \$1,000,000 per claim/  
\$2,000,000

aggregate.

~~\*Pasadena USD, its agents and officers, must be named as an additional insured~~

- b. ~~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 Consultant.~~
- c. If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to the Agreement, the same shall be deemed a material breach of contract. The DISTRICT, at its sole option, may terminate this Agreement and obtain damages from the Consultant 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 Consultant, DISTRICT may deduct from sums due to the Consultant any premium costs advanced by the DISTRICT for such insurance.
- d. 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.
- e. Verification of Coverage, Consultant 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.
- f. 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.

## VIII. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of DISTRICT, in DISTRICT's sole and absolute



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For

### Professional Engineering Services – Measure O Bond Program

discretion. Consultant agrees that the District shall have the right to approve any and all sub-consultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such sub-consultants.

#### IX. **TERMINATION**

- a. Termination Without Cause. This Agreement may be terminated by DISTRICT without cause upon ten (10) days written notice to Consultant. If this Agreement is so terminated, Consultant shall be paid for all services satisfactorily rendered and expenses incurred to the date of receipt of notice of termination.

Upon such termination, Consultant shall submit to DISTRICT an itemized statement of services performed as of the date of termination. These services may include both completed work and work in progress at the time of termination. DISTRICT shall pay Consultant for any services for which compensation is owed; provided, however, DISTRICT shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to DISTRICT all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of DISTRICT without additional compensation to Consultant.

- b. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated immediately by either party upon written notice of default or breach to the other party as follows:
  - i. If Consultant fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or
  - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Consultant to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
  - iii. If Consultant becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
  - iv. If DISTRICT materially breaches any material duty under this Agreement



## PASADENA UNIFIED SCHOOL DISTRICT

### Professional Services Agreement For

### Professional Engineering Services – Measure O Bond Program

and any such breach impairs Consultant's ability to perform; or

- v. If it is found by DISTRICT that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Consultant, or any agent or representative of Consultant, to any officer or employee of the DISTRICT with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract.
- c. Opportunity to Cure. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified above, and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- d. Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this paragraph survive termination:
  - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
  - ii. Consultant shall satisfactorily complete work in progress at the agreed rate
  - iii. (or a pro rata basis if necessary) if so requested by DISTRICT;
  - iv. Consultant shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by DISTRICT;
  - v. Consultant shall promptly deliver to DISTRICT possession all proprietary information.

## x. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail. The foregoing addresses may be changed by written



## PASADENA UNIFIED SCHOOL DISTRICT

### Professional Services Agreement For

### Professional Engineering Services – Measure O Bond Program

notice to the other party as provided herein.

#### To the CONSULTANT:

<b>Name:</b>	Simon Ubhi, Principal		
<b>Company:</b>	Henderson Engineers, Inc.		
<b>Address:</b>	510 West 6 <sup>th</sup> Street, Suite 800		
	Los Angeles, CA 90014		
<b>Telephone:</b>	(213) 254-4750	<b>email:</b>	<a href="mailto:simon.ubhi@hendersonengineers.com">simon.ubhi@hendersonengineers.com</a>

#### To the DISTRICT:

<b>Name:</b>	Leslie Barnes, Ed.D. Chief Business Officer		
	Pasadena Unified School DISTRICT		
<b>Address:</b>	351 S. Hudson Ave., Room 102		
	Pasadena, CA 91109		
<b>Telephone:</b>	626-396-3600		

## **XI. INDEPENDENT CONSULTANT**

- a. It is understood and agreed that Consultant (including Consultant's employees) is an independent Consultant and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of DISTRICT. DISTRICT is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent Consultant, Consultant hereby agrees to indemnify and hold DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.
- b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of DISTRICT as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use DISTRICT facilities, space, equipment or support services in the performance of this Agreement, this use shall



## **PASADENA UNIFIED SCHOOL DISTRICT**

### **Professional Services Agreement For**

### **Professional Engineering Services – Measure O Bond Program**

be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the DISTRICT does not require that Consultant use DISTRICT facilities, equipment or support services or work in DISTRICT locations in the performance of this Agreement.

- c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subConsultants.
- d. Nothing in this Agreement shall be construed to create an exclusive relationship between DISTRICT and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

## **XII. ADDITIONAL SERVICES**

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid at the rates set forth in Section D, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

## **XIII. SUCCESSORS AND ASSIGNS**

DISTRICT and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

## **XIV. TIME OF PERFORMANCE**

Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of DISTRICT.

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



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For Professional Engineering Services – Measure O Bond Program

**DISTRICT:**  
**PASADENA UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
**Signature**  
**Leslie Barnes, Ed.D., Chief Business Officer**

\_\_\_\_\_  
**Date**

**CONSULTANT:**  
**Henderson Engineers, Inc.**

Simon Ubhi

\_\_\_\_\_  
Principal

**Printed Name**

\_\_\_\_\_  


**Title**

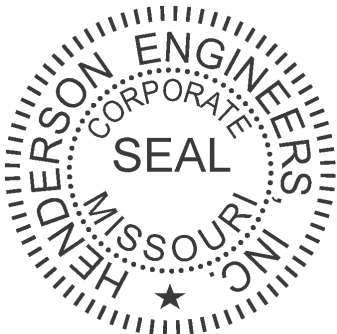
\_\_\_\_\_  
March 22, 2022

**Signature**

**Date**

Authorized Officers or Agents

(CORPORATE SEAL)



## **GENERAL TERMS AND CONDITIONS**

### **1. PROPOSAL ACCEPTANCE.**

Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after receipt unless otherwise stipulated. The DISTRICT reserves the right to accept or reject any and all proposals and reserves the right to waive any informality.

### **2. CONTRACT RENEWAL**

DISTRICT will issue a contract that will have rates CONSULTANT for the initial term of the contract. Pricing changes may be considered by DISTRICT for additional contract terms; however, DISTRICT may cancel the contract if a requested price change is not acceptable. All contract renewals must be done in writing.

### **3. EXECUTION OF THE CONTRACT**

The contract shall be signed by the Proposer and returned, along with the required attachments to DISTRICT within 10 working days. The period for execution may be changed by mutual agreement of the parties. Contracts are not effective until approved by the appropriate DISTRICT officials. Any work performed prior to receipt of a fully executed contract shall be at Proposer's own risk.

### **4. FAILURE TO EXECUTE THE PROPOSER**

Failure to execute the contract within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the contract. If the successful Proposer refuses or fails to execute the contract, DISTRICT may award the contract to the next qualified highest ranked Proposer.

### **5. PERFORMANCE FAILURE**

If the Proposer fails or neglects to furnish any of the services listed herein at the prices quoted and at the time and places stated or persistently fails to furnish safe and satisfactory equipment or otherwise does not comply with the terms of the contract DISTRICT may, upon written notice to the Proposer, cancel the entire contract or cancel or rescind any or all items affected by such default; and may, regardless of the type of cancellation, procure services elsewhere without notice to the Proposer. The prices paid by DISTRICT at the time such services are procured shall be considered the prevailing market prices.

### **6. TERMINATION OF CONTRACT**

The DISTRICT may terminate the contract at any time for any reason within 10 business days' notice to the Proposer.

### **7. CONTRACT CHANGES.**

No changes or alterations to this contract shall be made without specific prior written approval by the DISTRICT.

**8. INVENTORY OF VEHICLES**

Inventory list of vehicles and Property to be used for the purpose of this contract will be provided to the DISTRICT. This listing shall include the make of the vehicle, body type, year of the vehicle's manufacture, capacity, present mileage, condition for each vehicle, and license plate number.

**9. PROPOSER PERSONNEL**

All personnel assigned to perform under this contract shall be subject to continuous approval by the DISTRICT. All drivers employed or subcontracted by the Proposer to provide services in this Agreement shall have and maintain a valid California Driver License. All drivers shall be subject to a background check prior to the beginning of this contract and once every three years thereafter to the extent allowed by law. Any driver who fails their background check will be immediately removed from servicing the contract.

**10. CONFIDENTIALITY**

Any and all information given to drivers regarding pupils is to be considered confidential and under no conditions shall this information be used to invade privacy rights of the pupils, their parents, guardians or care givers. Any breach of confidentiality may result in removal from DISTRICT routes. All information on old route sheets shall be shredded.

**11. INDEMNIFICATION**

*Refer to the indemnification requirements Article VI.*

**12. INSURANCE REQUIREMENTS**

*Refer to the insurance requirements Article VII.*

**13. ANTI-DISCRIMINATION.**

It is the policy of the Pasadena Unified School DISTRICT Board of Education that in connection with all work performed under contracted services, construction and purchasing contracts, there is to be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Proposer agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Proposer agrees to require such compliance by all Proposers employed on the work by him.

**14. GOVERNING LAW.**

This contract shall be governed by and construed in accordance with the laws of the State of California.

**15. ATTORNEYS' FEES.**

If any action is brought by either party against the other party hereunder, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses

incurred in connection with the prosecution or defense of such action.

**16. NO ORAL MODIFICATION.**

Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

**17. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Henderson Engineers, Inc.</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>8345 Lenexa Drive, Suite 300</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Lenexa, KS 66214</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
4	3		-	1	1	8	7	9 0 9

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ► <b>Brittany Borchardt</b>	<small>Digitally signed by Brittany Borchardt DN: cn=U.S., o=Brittany Borchardt@hendersonengineers.com, cn=Brittany Borchardt Date: 2021.01.04 09:48:38 -0500</small>	Date ► <b>01/04/2021</b>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Greyling Ins. Brokerage/EPIC</b> <b>3780 Mansell Road, Suite 370</b> <b>Alpharetta, GA 30022</b>	<b>CONTACT NAME:</b> Sabrina Wynn <b>PHONE (A/C, No, Ext):</b> 470-785-2254 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> sabrina.wynn@greyling.com														
<b>INSURED</b> <b>Henderson Engineers, Inc.</b> <b>8345 Lenexa Dr Suite 300</b> <b>Lenexa, KS 66214</b>	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Union Fire Ins Co of PA</td> <td>19445</td> </tr> <tr> <td>INSURER B : The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C : New Hampshire Ins. Co.</td> <td>23841</td> </tr> <tr> <td>INSURER D : Lloyds of London</td> <td>085202</td> </tr> <tr> <td>INSURER E : Navigators Specialty Insurance Company</td> <td>36056</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins Co of PA	19445	INSURER B : The Continental Insurance Company	35289	INSURER C : New Hampshire Ins. Co.	23841	INSURER D : Lloyds of London	085202	INSURER E : Navigators Specialty Insurance Company	36056	INSURER F :	
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INSURER F :															

**COVERAGES****CERTIFICATE NUMBER: 21-22****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL5856911	08/01/2021	08/01/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA5717882	08/01/2021	08/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			6081315422	08/01/2021	08/01/2022	EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC014195824 (AOS) WC014195823 (CA)	08/01/2021 08/01/2021	08/01/2022 08/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab Incl. Pollution			B0146LDUSA2104645	08/01/2021	08/01/2022	Per Claim \$2,000,000 Aggregate \$2,000,000
E	Cyber Liability			CM21CYRZ04X8IC	04/30/2021	04/30/2022	Limit \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: HEI # 2250001550 exp. 03/15/32; Job Name: Pasadena USD Professional Engineering Services.

Pasadena Unified School District, its board, officials, employees, and agents are named as Additional Insureds on the above General, Auto Liability, Workers compensation, Professional liability and Cyber where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law.

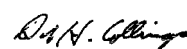
(See Attached Descriptions)

**CERTIFICATE HOLDER****CANCELLATION**

Pasadena Unified School District  
 351 S. Hudson Ave.  
 Pasadena, CA 91109-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



## DESCRIPTIONS (Continued from Page 1)

## ENDORSEMENT

This endorsement, effective 12:01 A.M. 08/01/2021

forms a part of

Policy No. CA5717882

issued to Henderson Engineers, Inc.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

*This endorsement modifies insurance provided under the following:*

**BUSINESS AUTO COVERAGE FORM**

#### **SCHEDULE**

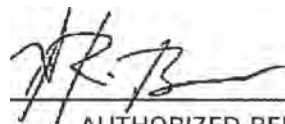
#### **ADDITIONAL INSURED:**

Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person's or organization's liability arising out of the use of a covered "auto".

**I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:**

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**PASADENA UNIFIED SCHOOL DISTRICT  
FACILITIES DIVISION**

March 4, 2022

Aravind Batra, Vice-President  
P2S Inc.  
5000 E. Spring Street, Suite 800  
Long Beach, CA 90815

**RE: NOTICE OF INTENT TO AWARD  
Professional Engineering Services (Pool) RFQ/P 10-21/22**

Dear Mr. Batra:

You are hereby notified that Pasadena Unified School District intends to award your firm the Professional Engineering Services (Pool) contract for the above cited RFQ/P 10-21/22.

The following must be submitted within ten (10) days of receiving the contract:

1. Provide an executed and complete contract
2. Provide a W-9 form
3. Provide a Certificate of Insurance that complies with Article 6 of the contract.

Failure to comply with these conditions within the time specified will entitle the DISTRICT to consider your proposal abandoned and annul this Notice of Intent to Award.

After you comply with the above-referenced conditions, the DISTRICT will return to you one (1) fully executed contract. A kick-off meeting will be scheduled promptly at our mutual convenience.

Sincerely,

A handwritten signature in black ink, reading "Leonard Hernandez".

Leonard Hernandez  
Director of Facilities, M&O, Transportation and Security  
Pasadena Unified School District

cc. Ilene Mehrez, Procurement & Contracts Supervisor  
Teresa Castaneda, Interim Procurement & Contracts Supervisor  
Mia Harrison, Sourcing and Contracts Coordinator  
Teo Sierra, Bond Program Manager Measure O, SafeworkCM  
Kiyana Bella, Sr. Design Manager, SafeworkCM  
Raj Nandi, Program Controls Manager, SafeworkCM  
Files



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For

### Professional Engineering Services – Measure O Bond Program

#### I. PARTIES

This Agreement for Professional Engineering Services for: Mechanical, Electrical and Plumbing (the “Agreement”) is made this day of April 25, 2022, between the Pasadena Unified School DISTRICT (hereinafter referred to as “PUSD” or “DISTRICT”) and P2S, Inc., hereinafter referred to as (the “Consultant”).

DISTRICT hereby engages Consultant to render described services under the terms and conditions of this agreement.

#### II. PERFORMANCE OF SERVICES

Consultant agrees to perform the services described on “Scope of Services” of RFQ/P document (hereinafter “Services”) as an independent Consultant. Consultant will determine the means, manner, method, and details of performing the Services. Consultant shall be responsible for providing the Scope of Services delineated in the **RFQ/P 10-21/22 and Addendum No. 1 and 2 (Attachment A)**. Scope of Services Section of the **RFQ/P 10-21/22** is attached heretosoely for the purpose of defining the scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between the terms in Section D and the Agreement, the terms of this Agreement shall control and prevail. The parties agree that any term contained in Scope of Services Section from the **RFQ/P 10-21/22** that adds to, varies or conflicts with the terms of this Agreement is null and void.

#### III. COMPENSATION

The DISTRICT hereby agrees to pay Consultant for the performance of services; compensation based upon time and materials and the attached fee schedule set forth in **Bid Form D (Attachment B)** on a per project basis. In no event shall Consultant’s compensation exceed Two Hundred and Fifty Thousand Dollars (\$250,000.00). Consultant shall be responsible for all expenses incurred in association with the performance of the Services unless otherwise permitted under Section D. Consultant shall invoice costs monthly for the services provided pursuant to this Agreement from the time the Consultant begins work on the Project. All costs must be supported by an invoice, receipt, or other acceptable documentation.

#### IV. TERMS AND CONDITIONS

The term of this Agreement shall be for two (2) years, commencing on April 25, 2022 ,



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For

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through April 24, 2024. For the period of July 1, 2021 through June 30, 2024, the DISTRICT hereby agrees to pay the Contractor in connection with the above referenced services as authorized at the rates described on **Bid Form D (Attachment B)**. Contractor shall bill the DISTRICT as services are provided subject to the terms and conditions set forth in Article III – Compensation, above. This Agreement may be renewed, at the option of the District, for up to three (3) additional years upon mutual agreement.

#### V. **DOCUMENTATION; RETENTION OF MATERIALS**

Consultant shall maintain adequate documentation to substantiate all charges.

- a. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of DISTRICT for inspection at any reasonable time.
- b. Consultant shall maintain the records or any other records related to the performance of this Agreement and shall allow DISTRICT access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

#### VI. **INDEMNITY**

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

- a. Workers Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's sub-consultant'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, CONSULTANT or corporation employed by the Consultant or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent Architects who are directly employed by the DISTRICT;



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c. **Professional Liability:** Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Consultant, or any person, CONSULTANT or corporation employed by the Consultant, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, CONSULTANT or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by Consultant in accordance with this Agreement, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

d. The Consultant, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article VI, Sections 1(a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

## VII. **INSURANCE**

Consultant shall procure and maintain from the Start Date until final payment is made to the Consultant, and shall require all sub-consultants to so procure and maintain for all periods during which such sub-consultants 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 Consultant's obligations under this contract.***

a. Minimum insurance coverage amounts:

1. General Liability Insurance with a combined single limit of no less than \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage.  
*\*Pasadena USD, its agents and officers, must be named as an additional insured.*
2. Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than \$1,000,000 per accident.  
*\*Pasadena USD, its agents and officers, must be named as an additional insured.*
3. Errors & Omissions Insurance, with limits of \$1,000,000 per claim/\$2,000,000 aggregate.  
*\*Pasadena USD, its agents and officers, must be named as an additional insured*
4. Workers Compensation – Statutory Limits, waiver of subrogation



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- required.
5. Cyber Liability Insurance, with limits of \$1,000,000 per claim/  
\$2,000,000  
aggregate.  
*\*Pasadena USD, its agents and officers, must be named as an  
additional insured*
- b. 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 Consultant.
- c. If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to the Agreement, the same shall be deemed a material breach of contract. The DISTRICT, at its sole option, may terminate this Agreement and obtain damages from the Consultant 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 Consultant, DISTRICT may deduct from sums due to the Consultant any premium costs advanced by the DISTRICT for such insurance.
- d. 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.
- e. Verification of Coverage, Consultant 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.
- f. 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.

## VIII. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of DISTRICT, in DISTRICT's sole and absolute



# PASADENA UNIFIED SCHOOL DISTRICT

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discretion. Consultant agrees that the District shall have the right to approve any and all sub-consultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such sub-consultants.

#### IX. **TERMINATION**

- a. Termination Without Cause. This Agreement may be terminated by DISTRICT without cause upon ten (10) days written notice to Consultant. If this Agreement is so terminated, Consultant shall be paid for all services satisfactorily rendered and expenses incurred to the date of receipt of notice of termination.

Upon such termination, Consultant shall submit to DISTRICT an itemized statement of services performed as of the date of termination. These services may include both completed work and work in progress at the time of termination. DISTRICT shall pay Consultant for any services for which compensation is owed; provided, however, DISTRICT shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to DISTRICT all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of DISTRICT without additional compensation to Consultant.

- b. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated immediately by either party upon written notice of default or breach to the other party as follows:
  - i. If Consultant fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or
  - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Consultant to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
  - iii. If Consultant becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
  - iv. If DISTRICT materially breaches any material duty under this Agreement



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For

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and any such breach impairs Consultant's ability to perform; or

- v. If it is found by DISTRICT that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Consultant, or any agent or representative of Consultant, to any officer or employee of the DISTRICT with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract.
- c. Opportunity to Cure. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified above, and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- d. Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this paragraph survive termination:
  - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
  - ii. Consultant shall satisfactorily complete work in progress at the agreed rate
  - iii. (or a pro rata basis if necessary) if so requested by DISTRICT;
  - iv. Consultant shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by DISTRICT;
  - v. Consultant shall promptly deliver to DISTRICT possession all proprietary information.

## x. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail. The foregoing addresses may be changed by written



## PASADENA UNIFIED SCHOOL DISTRICT

### Professional Services Agreement For Professional Engineering Services – Measure O Bond Program

notice to the other party as provided herein.

#### To the CONSULTANT:

<b>Name:</b>	Aravind Batra, Vice-President		
<b>Company:</b>	P2S Inc.		
<b>Address:</b>	5000 E Spring Street, Suite 800		
	Long Beach, CA 90815		
<b>Telephone:</b>	(562) 497-2999	<b>email:</b>	<a href="mailto:aravind.batra@p2sinc.com">aravind.batra@p2sinc.com</a>

#### To the DISTRICT:

<b>Name:</b>	Leslie Barnes, Ed.D. Chief Business Officer		
	Pasadena Unified School DISTRICT		
<b>Address:</b>	351 S. Hudson Ave., Room 102		
	Pasadena, CA 91109		
<b>Telephone:</b>	626-396-3600		

#### **XI. INDEPENDENT CONSULTANT**

- a. It is understood and agreed that Consultant (including Consultant's employees) is an independent Consultant and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of DISTRICT. DISTRICT is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent Consultant, Consultant hereby agrees to indemnify and hold DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.
- b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of DISTRICT as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use DISTRICT facilities, space, equipment or support services in the performance of this Agreement, this use shall



## **PASADENA UNIFIED SCHOOL DISTRICT**

### **Professional Services Agreement For**

### **Professional Engineering Services – Measure O Bond Program**

be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the DISTRICT does not require that Consultant use DISTRICT facilities, equipment or support services or work in DISTRICT locations in the performance of this Agreement.

- c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subConsultants.
- d. Nothing in this Agreement shall be construed to create an exclusive relationship between DISTRICT and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

#### **XII. ADDITIONAL SERVICES**

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid at the rates set forth in Section D, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

#### **XIII. SUCCESSORS AND ASSIGNS**

DISTRICT and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

#### **XIV. TIME OF PERFORMANCE**

Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of DISTRICT.

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



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For Professional Engineering Services – Measure O Bond Program

**DISTRICT:**  
**PASADENA UNIFIED SCHOOL DISTRICT**

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**Signature**  
**Leslie Barnes, Ed.D., Chief Business Officer**

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**Date**

**CONSULTANT:**  
**P2S Inc.**

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**Printed Name**

---

**Title**

---

**Signature**

---

**Date**

Authorized Officers or Agents

(CORPORATE SEAL)

## **GENERAL TERMS AND CONDITIONS**

### **1. PROPOSAL ACCEPTANCE.**

Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after receipt unless otherwise stipulated. The DISTRICT reserves the right to accept or reject any and all proposals and reserves the right to waive any informality.

### **2. CONTRACT RENEWAL**

DISTRICT will issue a contract that will have rates CONSULTANT for the initial term of the contract. Pricing changes may be considered by DISTRICT for additional contract terms; however, DISTRICT may cancel the contract if a requested price change is not acceptable. All contract renewals must be done in writing.

### **3. EXECUTION OF THE CONTRACT**

The contract shall be signed by the Proposer and returned, along with the required attachments to DISTRICT within 10 working days. The period for execution may be changed by mutual agreement of the parties. Contracts are not effective until approved by the appropriate DISTRICT officials. Any work performed prior to receipt of a fully executed contract shall be at Proposer's own risk.

### **4. FAILURE TO EXECUTE THE PROPOSER**

Failure to execute the contract within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the contract. If the successful Proposer refuses or fails to execute the contract, DISTRICT may award the contract to the next qualified highest ranked Proposer.

### **5. PERFORMANCE FAILURE**

If the Proposer fails or neglects to furnish any of the services listed herein at the prices quoted and at the time and places stated or persistently fails to furnish safe and satisfactory equipment or otherwise does not comply with the terms of the contract DISTRICT may, upon written notice to the Proposer, cancel the entire contract or cancel or rescind any or all items affected by such default; and may, regardless of the type of cancellation, procure services elsewhere without notice to the Proposer. The prices paid by DISTRICT at the time such services are procured shall be considered the prevailing market prices.

### **6. TERMINATION OF CONTRACT**

The DISTRICT may terminate the contract at any time for any reason within 10 business days' notice to the Proposer.

### **7. CONTRACT CHANGES.**

No changes or alterations to this contract shall be made without specific prior written approval by the DISTRICT.

**8. INVENTORY OF VEHICLES**

Inventory list of vehicles and Property to be used for the purpose of this contract will be provided to the DISTRICT. This listing shall include the make of the vehicle, body type, year of the vehicle's manufacture, capacity, present mileage, condition for each vehicle, and license plate number.

**9. PROPOSER PERSONNEL**

All personnel assigned to perform under this contract shall be subject to continuous approval by the DISTRICT. All drivers employed or subcontracted by the Proposer to provide services in this Agreement shall have and maintain a valid California Driver License. All drivers shall be subject to a background check prior to the beginning of this contract and once every three years thereafter to the extent allowed by law. Any driver who fails their background check will be immediately removed from servicing the contract.

**10. CONFIDENTIALITY**

Any and all information given to drivers regarding pupils is to be considered confidential and under no conditions shall this information be used to invade privacy rights of the pupils, their parents, guardians or care givers. Any breach of confidentiality may result in removal from DISTRICT routes. All information on old route sheets shall be shredded.

**11. INDEMNIFICATION**

*Refer to the indemnification requirements Article VI.*

**12. INSURANCE REQUIREMENTS**

*Refer to the insurance requirements Article VII.*

**13. ANTI-DISCRIMINATION.**

It is the policy of the Pasadena Unified School DISTRICT Board of Education that in connection with all work performed under contracted services, construction and purchasing contracts, there is to be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Proposer agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Proposer agrees to require such compliance by all subProposers employed on the work by him.

**14. GOVERNING LAW.**

This contract shall be governed by and construed in accordance with the laws of the State of California.

**15. ATTORNEYS' FEES.**

If any action is brought by either party against the other party hereunder, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses

incurred in connection with the prosecution or defense of such action.

**16. NO ORAL MODIFICATION.**

Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

**17. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
P2S Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
  
Exempt payee code (if any)   
  
Exemption from FATCA reporting code (if any)   
  
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
5000 E. Spring Street, Suite 800

6 City, state, and ZIP code  
Long Beach, CA 90815

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.  
**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

-

-

or

Employer identification number

3

3

-

0

4

5

3

6

1

1

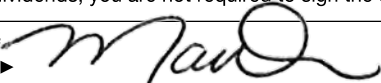
Part II

Certification

Under penalties of perjury, I certify that:  
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and  
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and  
3. I am a U.S. citizen or other U.S. person (defined below); and  
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ►

Date ►03/10/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).  
**Purpose of Form**  
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)  
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.  
*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614  www.risk-strategies.com  CA DOI License No. 0F06675	<b>CONTACT</b> NAME: Risk Strategies Company PHONE (A/C, No. Ext): 949-242-9240 E-MAIL ADDRESS: syoung@risk-strategies.com FAX (A/C, No):  <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Travelers Property Casualty Co of America INSURER B: Allmerica Financial Benefit Ins. Co. INSURER C: The Hanover American Insurance Company INSURER D: Travelers Casualty and Surety Co of America INSURER E: Underwriter at Lloyds INSURER F:
<b>INSURED</b> P2S Inc. P2S Engineering, Inc. 5000 E. Spring St., 8th Fl. Long Beach CA 90815	NAIC # 25674 41840 36064 31194

**COVERAGES****CERTIFICATE NUMBER:** 67198545**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		6808N700523	7/1/2021	7/1/2022	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$1,000,000 MED EXP (Any one person) \$ \$10,000 PERSONAL & ADV INJURY \$ \$1,000,000 GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		AW39122842	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			CUP8N927035	7/1/2021	7/1/2022	EACH OCCURRENCE \$ \$4,000,000 AGGREGATE \$ \$4,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WZ39122627	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000
D	Professional Liability			107595089	3/7/2022	3/7/2023	Per Claim: \$5,000,000 Aggregate: \$5,000,000
E	Cyber Liability			ESK0039434239	3/7/2022	3/7/2023	Limit: \$5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Projects as on file with the insured including but not limited to Commissioning Services – Measure O Bond Program. Pasadena USD, its agents and officers, are named as additional insureds on the general and auto liability policies and a waiver of subrogation applies to the work comp policy-see attached endorsements.

**CERTIFICATE HOLDER**

Pasadena Unified School District  
351 S. Hudson Ave., Rm 102  
Pasadena CA 91109

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RSC Insurance Brokerage

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ACORD 25 (2016/03)

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

## COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TOTAL AGGREGATE LIMIT OTHER THAN PROJECTS AND DESIGNATED PROJECT AND LOCATION AGGREGATE LIMITS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

### **SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED PROJECTS AND LOCATIONS**

#### **LIMITS OF INSURANCE**

<b>Total Aggregate Limit (Other Than Projects and Products-Completed Operations)</b>	<b>\$ 6,000,000</b>
<b>Designated Location Aggregate Limit (Other Than Products-Completed Operations)</b>	<b>\$ 2,000,000</b>
<b>Designated Project Aggregate Limit (Other Than Products-Completed Operations)</b>	<b>\$ 2,000,000</b>
<b>General Aggregate Limit (Other Than Products-Completed Operations)</b>	<b>\$ 2,000,000</b>

#### **Designated Projects:**

Each "project" for which you have agreed, in a written contract which is in effect during this policy period, to provide a separate General Aggregate Limit, provided that the contract is signed by you before the "bodily injury" or "property damage" occurs.

#### **Designated Locations:**

All locations listed in Item 3. of the Common Policy Declarations or in any Master Pac Account Exposure Endorsement included in this policy.

### **PROVISIONS**

1. The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule – Limits Of Insurance And Designated Projects And Locations.
2. The following replaces Paragraph 1. of **SECTION III – LIMITS OF INSURANCE:**
  - a. Insureds;
  - b. Claims made or "suits" brought;
1. The Limits of Insurance shown in the Declarations or the Schedule – Limits Of Insurance And Designated Projects And Locations, whichever apply, and the rules below fix the most we will pay regardless of the number of:

**CG D4 69 02 19**

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## COMMERCIAL GENERAL LIABILITY

- c. Persons or organizations making claims or bringing "suits"; or
  - d. "Projects" or "locations".
- 3. The following replaces Paragraph 2. of **SECTION III – LIMITS OF INSURANCE:**
  - 2. a. The Total Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:
    - (1) Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
    - (2) Damages under Coverage B; and
    - (3) Medical expenses under Coverage C.
  - b. The Designated Project Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
    - (1) The Designated Project Aggregate Limit is the most we will pay for the sum of:
      - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
      - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;that can be attributed only to operations at a single "project".
    - (2) The Designated Project Aggregate Limit applies separately to each "project".
    - (3) The Designated Project Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
    - (4) The Designated Project Aggregate Limit does not apply to damages
  - c. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the Designated Location Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
    - (1) The Designated Location Aggregate Limit is the most we will pay for the sum of:
      - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
      - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;that can be attributed only to operations at a single "location".
    - (2) The Designated Location Aggregate Limit applies separately to each "location".
    - (3) The Designated Location Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
    - (4) The Designated Location Aggregate Limit does not apply to damages under Coverage B. Instead, the General Aggregate Limit described in
  - (5) Any payments made for damages or medical expenses to which the Designated Project Aggregate Limit applies will reduce the Designated Project Aggregate Limit for the applicable "project". Such payments will not reduce the Total Aggregate Limit, the General Aggregate Limit described in Paragraph 2.d. below, the Designated Project Aggregate Limit for any other "project" or the Designated Location Aggregate Limit.

Paragraph **2.d.** below applies to such damages.

- (5) Any payments made for damages or medical expenses to which the Designated Location Aggregate Limit applies will reduce:

- (a) The Total Aggregate Limit; and
- (b) The Designated Location Aggregate Limit for the applicable "location".

Such payments will not reduce the General Aggregate Limit described in Paragraph **2.d.** below, the Designated Project Aggregate Limit or the Designated Location Aggregate Limit for any other "location".

- d. Subject to the Total Aggregate Limit described in Paragraph **2.a.** above, the General Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

- (1) The General Aggregate Limit is the most we will pay for the sum of:

- (a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences", and medical expenses under Coverage **C** for "bodily injury" caused by accidents, that cannot be attributed only to operations at a single "project" or a single "location"; and

- (b) Damages under Coverage **B**.

- (2) The General Aggregate Limit does not apply to damages for "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph **3.** below applies to such damages.

- (3) Any payments made for damages or medical expenses to which the

General Aggregate Limit applies will reduce:

- (a) The Total Aggregate Limit; and
- (b) The General Aggregate Limit.

Such payments will not reduce the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

4. The following replaces Paragraph **3.** of **SECTION III – LIMITS OF INSURANCE:**

3. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay under Coverage **A** for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Any payments made for such damages will not reduce the Total Aggregate Limit, the General Aggregate Limit, the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

5. The following is added to the **DEFINITIONS** Section:

"Location" means any designated location shown in the Schedule – Limits Of Insurance And Designated Projects And Locations that is owned by or rented to you. For the purposes of determining the applicable aggregate limit of insurance, each "location" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "location".

"Project" means any designated project shown in the Schedule – Limits Of Insurance And Designated Projects And Locations that is away from premises owned by or rented to you and at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "project".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

**A. The following is added to SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:**

**Additional Insured if Required by Contract**

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph **A.1.c.** of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

**B. The following is added to SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:**

**Primary and Non-Contributory**

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under **SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured**, subparagraph **Additional Insured if Required by Contract** is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
- (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or
- (3) When the additional "insured" is also an additional "insured" under another liability policy.

**C. This endorsement will apply only if the "accident" occurs:**

1. During the policy period;
2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".

**D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.**

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

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### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CA

**This endorsement changes the policy to which it is attached effective on the inception date of the policy unless otherwise stated.**

**This endorsement effective on 7/1/2021 at 12:01 am standard times forms a part of Policy No. WZ39122627**

**of the** The Hanover American Insurance Company

**issued to:** P2S Inc.  
P2S Engineering, Inc.

**Premium (if any) \$**



**Authorized Representative**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.000% of the California workers' compensation premium otherwise due on such remuneration.

### **Schedule**

#### **Person or Organization**

ANY PERSON OR ORGANIZATION WITH WHOM YOU AGREE IN WRITING TO WAIVE YOUR RIGHT TO RECOVER AGAINST THEM. YOU MUST AGREE TO THIS WAIVER PRIOR TO THE DATE OF LOSS

**Job Description: Projects as on file with the insured**

WC 252 040 84



**PASADENA UNIFIED SCHOOL DISTRICT  
FACILITIES DIVISION**

March 4, 2022

Peter Yavari, Vice President  
Roshanian and Associates, Inc.  
24007 Ventura Blvd., Suite 134  
Calabasas, CA 91302

**RE: NOTICE OF INTENT TO AWARD  
Professional Engineering Services (Pool) RFQ/P 10-21/22**

Dear Mr. Yavari:

You are hereby notified that Pasadena Unified School District intends to award your firm the Professional Engineering Services (Pool) contract for the above cited RFQ/P 10-21/22.

The following must be submitted within ten (10) days of receiving the contract:

1. Provide an executed and complete contract
2. Provide a W-9 form
3. Provide a Certificate of Insurance that complies with Article 6 of the contract.

Failure to comply with these conditions within the time specified will entitle the DISTRICT to consider your proposal abandoned and annul this Notice of Intent to Award.

After you comply with the above-referenced conditions, the DISTRICT will return to you one (1) fully executed contract. A kick-off meeting will be scheduled promptly at our mutual convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Leonard Hernandez", is written over a printed name and title.

Leonard Hernandez  
Director of Facilities, M&O, Transportation and Security  
Pasadena Unified School District

cc. Ilene Mehrez, Procurement & Contracts Supervisor  
Teresa Castaneda, Interim Procurement & Contracts Supervisor  
Mia Harrison, Sourcing and Contracts Coordinator  
Teo Sierra, Bond Program Manager Measure O, SafeworkCM  
Kiyana Bella, Sr. Design Manager, SafeworkCM  
Raj Nandi, Program Controls Manager, SafeworkCM  
Files



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For

### Professional Engineering Services – Measure O Bond Program

#### I. PARTIES

This Agreement for Professional Engineering Services for: Mechanical, Electrical, Plumbing (the “Agreement”) is made this day of April 25, 2022, between the Pasadena Unified School DISTRICT (hereinafter referred to as “PUSD” or “DISTRICT”) and Roshanian and Associates, Inc., hereinafter referred to as (the “Consultant”).

DISTRICT hereby engages Consultant to render described services under the terms and conditions of this agreement.

#### II. PERFORMANCE OF SERVICES

Consultant agrees to perform the services described on “Scope of Services” of RFQ/P document (hereinafter “Services”) as an independent Consultant. Consultant will determine the means, manner, method, and details of performing the Services. Consultant shall be responsible for providing the Scope of Services delineated in the **RFQ/P 10-21/22 and Addendum No. 1 and 2 (Attachment A)**. Scope of Services Section of the **RFQ/P 10-21/22** is attached heretosolety for the purpose of defining the scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between the terms in Section D and the Agreement, the terms of this Agreement shall control and prevail. The parties agree that any term contained in Scope of Services Section from the **RFQ/P 10-21/22** that adds to, varies or conflicts with the terms of this Agreement is null and void.

#### III. COMPENSATION

The DISTRICT hereby agrees to pay Consultant for the performance of services; compensation based upon time and materials and the attached fee schedule set forth in **Bid Form D (Attachment B)** on a per project basis. In no event shall Consultant’s compensation exceed Two Hundred and Fifty Thousand Dollars (\$250,000.00). Consultant shall be responsible for all expenses incurred in association with the performance of the Services unless otherwise permitted under Section D. Consultant shall invoice costs monthly for the services provided pursuant to this Agreement from the time the Consultant begins work on the Project. All costs must be supported by an invoice, receipt, or other acceptable documentation.

#### IV. TERMS AND CONDITIONS

The term of this Agreement shall be for two (2) years, commencing on April 25, 2022 ,



## PASADENA UNIFIED SCHOOL DISTRICT

### Professional Services Agreement For

### Professional Engineering Services – Measure O Bond Program

through April 24, 2024. For the period of July 1, 2021 through June 30, 2024, the DISTRICT hereby agrees to pay the Contractor in connection with the above referenced services as authorized at the rates described on **Bid Form D (Attachment B)**. Contractor shall bill the DISTRICT as services are provided subject to the terms and conditions set forth in Article III – Compensation, above. This Agreement may be renewed, at the option of the District, for up to three (3) additional years upon mutual agreement.

#### V. DOCUMENTATION; RETENTION OF MATERIALS

Consultant shall maintain adequate documentation to substantiate all charges.

- a. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of DISTRICT for inspection at any reasonable time.
- b. Consultant shall maintain the records or any other records related to the performance of this Agreement and shall allow DISTRICT access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

#### VI. INDEMNITY

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

- a. Workers Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's sub-consultant'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, CONSULTANT or corporation employed by the Consultant or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent Architects who are directly employed by the DISTRICT;



## PASADENA UNIFIED SCHOOL DISTRICT

### Professional Services Agreement For

### Professional Engineering Services – Measure O Bond Program

c. **Professional Liability:** Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Consultant, or any person, CONSULTANT or corporation employed by the Consultant, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, CONSULTANT or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by Consultant in accordance with this Agreement, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

d. The Consultant, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article VI, Sections 1(a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

## VII. INSURANCE

Consultant shall procure and maintain from the Start Date until final payment is made to the Consultant, and shall require all sub-consultants to so procure and maintain for all periods during which such sub-consultants 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 Consultant's obligations under this contract.***

- a. Minimum insurance coverage amounts:
  1. General Liability Insurance with a combined single limit of no less than \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage.  
*\*Pasadena USD, its agents and officers, must be named as an additional insured.*
  2. Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than \$1,000,000 per accident.  
*\*Pasadena USD, its agents and officers, must be named as an additional insured.*
  3. Errors & Omissions Insurance, with limits of \$1,000,000 per claim/\$2,000,000 aggregate.  
*\*Pasadena USD, its agents and officers, must be named as an additional insured*
  4. Workers Compensation – Statutory Limits, waiver of subrogation



## PASADENA UNIFIED SCHOOL DISTRICT

### Professional Services Agreement For

### Professional Engineering Services – Measure O Bond Program

- required.
5. Cyber Liability Insurance, with limits of \$1,000,000 per claim/  
\$2,000,000  
aggregate.  
*\*Pasadena USD, its agents and officers, must be named as an  
additional insured*
- b. 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 Consultant.
- c. If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to the Agreement, the same shall be deemed a material breach of contract. The DISTRICT, at its sole option, may terminate this Agreement and obtain damages from the Consultant 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 Consultant, DISTRICT may deduct from sums due to the Consultant any premium costs advanced by the DISTRICT for such insurance.
- d. 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.
- e. Verification of Coverage, Consultant 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.
- f. 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.

## VIII. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of DISTRICT, in DISTRICT's sole and absolute



## PASADENA UNIFIED SCHOOL DISTRICT

### Professional Services Agreement For

### Professional Engineering Services – Measure O Bond Program

discretion. Consultant agrees that the District shall have the right to approve any and all sub-consultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such sub-consultants.

#### IX. TERMINATION

- a. Termination Without Cause. This Agreement may be terminated by DISTRICT without cause upon ten (10) days written notice to Consultant. If this Agreement is so terminated, Consultant shall be paid for all services satisfactorily rendered and expenses incurred to the date of receipt of notice of termination.

Upon such termination, Consultant shall submit to DISTRICT an itemized statement of services performed as of the date of termination. These services may include both completed work and work in progress at the time of termination. DISTRICT shall pay Consultant for any services for which compensation is owed; provided, however, DISTRICT shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to DISTRICT all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of DISTRICT without additional compensation to Consultant.

- b. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated immediately by either party upon written notice of default or breach to the other party as follows:

- i. If Consultant fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or
- ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Consultant to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
- iii. If Consultant becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
- iv. If DISTRICT materially breaches any material duty under this Agreement



## PASADENA UNIFIED SCHOOL DISTRICT

### Professional Services Agreement For

### Professional Engineering Services – Measure O Bond Program

and any such breach impairs Consultant's ability to perform; or

- v. If it is found by DISTRICT that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Consultant, or any agent or representative of Consultant, to any officer or employee of the DISTRICT with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract.
- c. Opportunity to Cure. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified above, and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- d. Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this paragraph survive termination:
  - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
  - ii. Consultant shall satisfactorily complete work in progress at the agreed rate
  - iii. (or a pro rata basis if necessary) if so requested by DISTRICT;
  - iv. Consultant shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by DISTRICT;
  - v. Consultant shall promptly deliver to DISTRICT possession all proprietary information.

## x. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail. The foregoing addresses may be changed by written



## PASADENA UNIFIED SCHOOL DISTRICT

### Professional Services Agreement For

### Professional Engineering Services – Measure O Bond Program

notice to the other party as provided herein.

#### To the CONSULTANT:

<b>Name:</b>	Peter Yavari, Vice President		
<b>Company:</b>	Roshanian and Associates, Inc.		
<b>Address:</b>	24007 Ventura Blvd., Suite 134		
	Calabasas, CA 91302		
<b>Telephone:</b>	(323) 933-5252	<b>email:</b>	<a href="mailto:peter@roshanian.com">peter@roshanian.com</a>

#### To the DISTRICT:

<b>Name:</b>	Leslie Barnes, Ed.D. Chief Business Officer		
	Pasadena Unified School DISTRICT		
<b>Address:</b>	351 S. Hudson Ave., Room 102		
	Pasadena, CA 91109		
<b>Telephone:</b>	626-396-3600		

## XI. INDEPENDENT CONSULTANT

- a. It is understood and agreed that Consultant (including Consultant's employees) is an independent Consultant and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of DISTRICT. DISTRICT is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent Consultant, Consultant hereby agrees to indemnify and hold DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.
- b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of DISTRICT as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use DISTRICT facilities, space, equipment or support services in the performance of this Agreement, this use shall



## **PASADENA UNIFIED SCHOOL DISTRICT**

### **Professional Services Agreement For**

### **Professional Engineering Services – Measure O Bond Program**

be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the DISTRICT does not require that Consultant use DISTRICT facilities, equipment or support services or work in DISTRICT locations in the performance of this Agreement.

- c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subConsultants.
- d. Nothing in this Agreement shall be construed to create an exclusive relationship between DISTRICT and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

#### **XII. ADDITIONAL SERVICES**

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid at the rates set forth in Section D, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

#### **XIII. SUCCESSORS AND ASSIGNS**

DISTRICT and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

#### **XIV. TIME OF PERFORMANCE**

Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of DISTRICT.

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



**PASADENA UNIFIED SCHOOL DISTRICT**  
**Professional Services Agreement For**  
**Professional Engineering Services – Measure O Bond Program**

**DISTRICT:**  
**PASADENA UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
**Signature**  
**Leslie Barnes, Ed.D., Chief Business Officer**

\_\_\_\_\_  
**Date**

**CONSULTANT:**  
**Roshanian and Associates, Inc.**

\_\_\_\_\_  
Alan Roshanian

\_\_\_\_\_  
CEO

**Printed Name**

\_\_\_\_\_  


**Title**

\_\_\_\_\_  
March 9, 2022

**Signature**

**Date**

Authorized Officers or Agents

(CORPORATE SEAL)

## **GENERAL TERMS AND CONDITIONS**

### **1. PROPOSAL ACCEPTANCE.**

Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after receipt unless otherwise stipulated. The DISTRICT reserves the right to accept or reject any and all proposals and reserves the right to waive any informality.

### **2. CONTRACT RENEWAL**

DISTRICT will issue a contract that will have rates CONSULTANT for the initial term of the contract. Pricing changes may be considered by DISTRICT for additional contract terms; however, DISTRICT may cancel the contract if a requested price change is not acceptable. All contract renewals must be done in writing.

### **3. EXECUTION OF THE CONTRACT**

The contract shall be signed by the Proposer and returned, along with the required attachments to DISTRICT within 10 working days. The period for execution may be changed by mutual agreement of the parties. Contracts are not effective until approved by the appropriate DISTRICT officials. Any work performed prior to receipt of a fully executed contract shall be at Proposer's own risk.

### **4. FAILURE TO EXECUTE THE PROPOSER**

Failure to execute the contract within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the contract. If the successful Proposer refuses or fails to execute the contract, DISTRICT may award the contract to the next qualified highest ranked Proposer.

### **5. PERFORMANCE FAILURE**

If the Proposer fails or neglects to furnish any of the services listed herein at the prices quoted and at the time and places stated or persistently fails to furnish safe and satisfactory equipment or otherwise does not comply with the terms of the contract DISTRICT may, upon written notice to the Proposer, cancel the entire contract or cancel or rescind any or all items affected by such default; and may, regardless of the type of cancellation, procure services elsewhere without notice to the Proposer. The prices paid by DISTRICT at the time such services are procured shall be considered the prevailing market prices.

### **6. TERMINATION OF CONTRACT**

The DISTRICT may terminate the contract at any time for any reason within 10 business days' notice to the Proposer.

### **7. CONTRACT CHANGES.**

No changes or alterations to this contract shall be made without specific prior written approval by the DISTRICT.

**8. INVENTORY OF VEHICLES**

Inventory list of vehicles and Property to be used for the purpose of this contract will be provided to the DISTRICT. This listing shall include the make of the vehicle, body type, year of the vehicle's manufacture, capacity, present mileage, condition for each vehicle, and license plate number.

**9. PROPOSER PERSONNEL**

All personnel assigned to perform under this contract shall be subject to continuous approval by the DISTRICT. All drivers employed or subcontracted by the Proposer to provide services in this Agreement shall have and maintain a valid California Driver License. All drivers shall be subject to a background check prior to the beginning of this contract and once every three years thereafter to the extent allowed by law. Any driver who fails their background check will be immediately removed from servicing the contract.

**10. CONFIDENTIALITY**

Any and all information given to drivers regarding pupils is to be considered confidential and under no conditions shall this information be used to invade privacy rights of the pupils, their parents, guardians or care givers. Any breach of confidentiality may result in removal from DISTRICT routes. All information or old route sheets shall be shredded.

**11. INDEMNIFICATION**

*Refer to the indemnification requirements Article VI.*

**12. INSURANCE REQUIREMENTS**

*Refer to the insurance requirements Article VII.*

**13. ANTI-DISCRIMINATION.**

It is the policy of the Pasadena Unified School DISTRICT Board of Education that in connection with all work performed under contracted services, construction and purchasing contracts, there is to be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Proposer agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Proposer agrees to require such compliance by all Proposers employed on the work by him.

**14. GOVERNING LAW.**

This contract shall be governed by and construed in accordance with the laws of the State of California.

**15. ATTORNEYS' FEES.**

If any action is brought by either party against the other party hereunder, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses

incurred in connection with the prosecution or defense of such action.

**16. NO ORAL MODIFICATION.**

Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

**17. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

Form

**W-9**(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service**Request for Taxpayer  
Identification Number and Certification**► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.**Give Form to the  
requester. Do not  
send to the IRS.**Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Roshanian and Associates, Inc.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.☐ Individual/sole proprietor or single-member LLC☐ C Corporation☒ S Corporation☐ Partnership☐ Trust/estate☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**24007 Venture Blvd, Suite 134**

6 City, state, and ZIP code

**Calabasas, CA 91302**

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-				-				
--	--	--	--	---	--	--	--	---	--	--	--	--

or

Employer identification number

5	7	-	1	1	5	3	1	2	6
---	---	---	---	---	---	---	---	---	---

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.**Sign  
Here**Signature of  
U.S. person ►

Date ►

**1-13-2022****General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/9/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	<b>CONTACT NAME:</b> The Certificate Team	<b>FAX (A/C, No):</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>E-MAIL ADDRESS:</b> CertsDesignPro@AssuredPartners.com	
<b>INSURED</b> Roshanian & Associates 24007 Ventura Blvd., Suite 134 Calabasas CA 91302	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Travelers Property Casualty Company of America		25674
	<b>INSURER B:</b> The Travelers Indemnity Company of Connecticut		25682
	<b>INSURER C:</b> Travelers Casualty and Surety Co of America		31194
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

License#: 6003745  
ROSH&AS-02**COVERAGES****CERTIFICATE NUMBER:** 2044644672**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6802J372395	6/29/2021	6/29/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA8R750486	6/29/2021	6/29/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	UB0K55712A	3/1/2022	3/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			105475227	7/29/2021	7/29/2022	Per Claim \$2,000,000 Aggregate Limit \$5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: All Operations of the Named Insured.

Pasadena Unified School District, its board, officers, employees, and agents are named as an additional insured as respects general liability and auto liability as required per written contract or agreement. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

**CERTIFICATE HOLDER****CANCELLATION** 30 Day Notice of CancellationPasadena Unified School District  
351 S. Hudson Ave.  
Pasadena CA 91109

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

#### **Names of Additional Insured Person(s) or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

#### **Location of Covered Operations:**

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

**A.** Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

#### **Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

#### **Location And Description Of Completed Operations**

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 03 76 ( A) –**

**POLICY NUMBER:** UB0K55712A

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT – CALIFORNIA  
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be \_\_\_\_\_ % of the California workers' compensation premium.

**Schedule**

**Person or Organization**

**Job Description**

Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Insurance Company  
Travelers Property Casualty Company of America

Countersigned by \_\_\_\_\_

**DATE OF ISSUE:** 3/9/2022

Page 1 of 1

## COMMERCIAL GENERAL LIABILITY

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**d. Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**K. MEDICAL PAYMENTS – INCREASED LIMIT**

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

**L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY**

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

**M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AUTO COVERAGE PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <b>A. BLANKET ADDITIONAL INSURED</b>                                  | <b>H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT</b> |
| <b>B. EMPLOYEE HIRED AUTO</b>   | <b>I. WAIVER OF DEDUCTIBLE – GLASS</b>                                  |
| <b>C. EMPLOYEES AS INSURED</b>  | <b>J. PERSONAL PROPERTY</b>   |
| <b>D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b>                   | <b>K. AIRBAGS</b>   |
| <b>E. TRAILERS – INCREASED LOAD CAPACITY</b>                          | <b>L. AUTO LOAN LEASE GAP</b>   |
| <b>F. HIRED AUTO PHYSICAL DAMAGE</b>                                  | <b>M. BLANKET WAIVER OF SUBROGATION</b>                                 |
| <b>G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b> |   |

#### **A. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **B. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### **C. EMPLOYEES AS INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

1. The following replaces Paragraph **A.2.a.(2)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**E. TRAILERS – INCREASED LOAD CAPACITY**

The following replaces Paragraph **C.1.** of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

**F. HIRED AUTO PHYSICAL DAMAGE**

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Hired Auto Physical Damage Coverage**

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) \$50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

**G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT**

Paragraph **C.1.b.** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

**I. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**J. PERSONAL PROPERTY**

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Personal Property Coverage**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

**K. AIRBAGS**

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a.** If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b.** The airbags are not covered under any warranty; and
- c.** The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. AUTO LOAN LEASE GAP**

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles**

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1)** The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

**(2) Any:**

- (a)** Overdue lease or loan payments at the time of the "loss";
- (b)** Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c)** Security deposits not returned by the lessor;
- (d)** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e)** Carry-over balances from previous loans or leases.

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	<b>CONTACT</b> NAME: The Certificate Team PHONE (A/C, No, Ext): E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com	<b>FAX</b> (A/C, No):
License#: 6003745	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Roshanian and Associate, Inc. 24007 Ventura Blvd., Suite 134 Calabasas CA 91302	<b>INSURER A:</b> Travelers Property Casualty Company of America	25674
	<b>INSURER B:</b> The Travelers Indemnity Company of Connecticut	25682
	<b>INSURER C:</b> Travelers Casualty and Surety Co of America	31194
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 768953194**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6802J372395	6/29/2021	6/29/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA8R750486	6/29/2021	6/29/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	UB0K55712A	3/1/2022	3/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			105475227	7/29/2021	7/29/2022	Per Claim \$2,000,000 Aggregate Limit \$5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: All Operations of the Named Insured.

Pasadena Unified School District, its board, officials, employees, and agents are named as an additional insured as respects general liability and auto liability as required per written contract or agreement. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

**CERTIFICATE HOLDER****CANCELLATION** 30 Day Notice of CancellationPasadena Unified School District  
Its Agents and Officers  
351 Hudson Ave.  
Pasadena CA 91109

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

#### **Names of Additional Insured Person(s) or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

#### **Location of Covered Operations:**

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

**A.** Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

#### **Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

#### **Location And Description Of Completed Operations**

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 03 76 ( A) –**

**POLICY NUMBER:** UB0K55712A

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT – CALIFORNIA  
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be \_\_\_\_\_ % of the California workers' compensation premium.

**Schedule**

**Person or Organization**

**Job Description**

Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Insurance Company  
Travelers Property Casualty Company of America

Countersigned by \_\_\_\_\_

**DATE OF ISSUE:** 3/14/2022

Page 1 of 1

## COMMERCIAL GENERAL LIABILITY

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**d. Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**K. MEDICAL PAYMENTS – INCREASED LIMIT**

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

**L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY**

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

**M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AUTO COVERAGE PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <b>A. BLANKET ADDITIONAL INSURED</b>                                  | <b>H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT</b> |
| <b>B. EMPLOYEE HIRED AUTO</b>   | <b>I. WAIVER OF DEDUCTIBLE – GLASS</b>                                  |
| <b>C. EMPLOYEES AS INSURED</b>  | <b>J. PERSONAL PROPERTY</b>   |
| <b>D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b>                   | <b>K. AIRBAGS</b>   |
| <b>E. TRAILERS – INCREASED LOAD CAPACITY</b>                          | <b>L. AUTO LOAN LEASE GAP</b>   |
| <b>F. HIRED AUTO PHYSICAL DAMAGE</b>                                  | <b>M. BLANKET WAIVER OF SUBROGATION</b>                                 |
| <b>G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b> |   |

#### **A. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **B. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### **C. EMPLOYEES AS INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

1. The following replaces Paragraph **A.2.a.(2)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**E. TRAILERS – INCREASED LOAD CAPACITY**

The following replaces Paragraph **C.1.** of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

**F. HIRED AUTO PHYSICAL DAMAGE**

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Hired Auto Physical Damage Coverage**

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) \$50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

**G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT**

Paragraph **C.1.b.** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

**I. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**J. PERSONAL PROPERTY**

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Personal Property Coverage**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

**K. AIRBAGS**

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a.** If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b.** The airbags are not covered under any warranty; and
- c.** The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. AUTO LOAN LEASE GAP**

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles**

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1)** The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

**(2) Any:**

- (a)** Overdue lease or loan payments at the time of the "loss";
- (b)** Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c)** Security deposits not returned by the lessor;
- (d)** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e)** Carry-over balances from previous loans or leases.

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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

**Topic:** AWARD OF RFQ/P 11-21/22 FOR HAZARDOUS MATERIAL TESTING SERVICES

**RECOMMENDATION:** The Governing Board of the Pasadena Unified School District approve the award of RFQ/P 11-21/22 for Hazardous Material Testing Services (Pool) to Millennium Consulting Associates, Inc., Atlas Technical Consultants, LLC, Citadel Environmental Services, Inc. dba Citadel EHS, Vista Environmental Consulting, Inc., and Global Environmental Training & Consulting, Inc.

**Anticipated Effect on Student Outcomes:** The requisition of hazardous material testing services is an integral part for the improvements to school facilities in support of 21st Century learning environments.

**I. BACKGROUND:**

In November 2020, taxpayers of the District passed a \$516,300,000 bond measure to upgrade schools to improve equitable access to technology, attract/retain quality teachers by repairing deteriorating classrooms, bathrooms, roofs, science labs; remove hazardous materials; provide safe drinking water; construct and repair sites, facilities, and equipment.

The objective of this RFQ/P process was to obtain information that will enable the DISTRICT to pre-qualify a limited number (Pool) of full- service CONSULTANT(s) that can assist the District in connection with hazardous material testing services as the District may, from time to time, require, in connection with various facilities improvement projects for the Measure O Bond Program; without the need to pre-qualify CONSULTANT(s) for each project. The District will allocate work to Consultants without having to request and evaluate additional information as to the Consultant's qualifications and schedule of fees submitted in the SOQ. The District is currently engaged in planning numerous construction projects over the next several years as well as other facility improvement projects.

**II. STAFF ANALYSIS:**

The Facilities Department solicited SOQs for the Materials Testing Services on January 24, 2022. The District received nine (9) SOQs and based on their scoring; the staff is recommending awarding the bids to the following firms so that there is a pool of companies to provide Hazardous Materials Testing Services for Measure O Bond Program:

- 1) Millennium Consulting Associates, Inc.
- 2) Atlas Technical Consultants, LLC
- 3) Citadel Environmental Services, Inc. dba Citadel EHS
- 4) Vista Environmental Consulting, Inc.
- 5) Global Environmental Training & Consulting, Inc.

**Attachment:** RFP/Q 11-21/22 Submissions

**III. FISCAL IMPACT:**

District staff recommends approving the CONSULTANTS's Schedule of Fees and Pricing Table (as submitted in their SOQ's dated February 24, 2022) and an amount not to exceed \$1,250,000 per fiscal year 2022/2023. Funds in the amount not to exceed \$1,250,000 is available in the Measure O accounts.

**Pasadena Unified School District**

**Board of Education Agenda:**

March 24, 2022

**Submitted by:** \_\_\_\_\_

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

**Funding title/code:**

**Title:** Measure O

**Code:** 21.3-97092.0-00000-85000-6275-0000710

Approved:

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

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



# **PASADENA UNIFIED SCHOOL DISTRICT**

## **Procurement & Contracts**

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

### **REQUEST FOR QUALIFICATIONS/PROPOSAL (RFQ/P) No. 11-21/22**

#### **Hazardous Materials Testing Services (Pool)**

**January 24, 2022**

**PASADENA UNIFIED SCHOOL DISTRICT**

**REQUEST FOR QUALIFICATIONS/PROPOSAL**

**FOR**

**HAZARDOUS MATERIALS TESTING SERVICES (POOL)**

**RFQ/P No. 11-21/22**

**IMPORTANT INITIAL INFORMATION**

**TENTATIVE TIMELINE:**

Release of RFQ/P:	1/24/2022
RFQ/P Questions/Clarifications Due On:	2/9/2022
Addenda Issue Date:	2/14/2022
SOQ Due Date/Time:	2/24/2022 at 3:00PM
Announcement of Short List Firms:	2/28/2022
Board of Education Approval:	3/24/2022

**SUBMISSION:**

**Response to RFQ/P are due at the PUSD Procurement Office located at:**

**PASADENA UNIFIED SCHOOL DISTRICT**  
**Ilene Mehrez, Procurement & Contracts Supervisor**  
**351 So. Hudson Avenue, Room 102**  
**Pasadena, CA. 91101**

**Hazardous Materials Testing Services (Pool)**  
**Ref.: RFQ/P No. 11-21/22**

## **1. INTRODUCTION**

The PASADENA UNIFIED SCHOOL DISTRICT (PUSD or the “DISTRICT”) is soliciting a Statement of Qualifications (SOQ) from qualified educational and/or architectural firms (the “CONSULTANT”) to provide executive architectural services that will incorporate the educational and facilities needs for the DISTRICT and develop a comprehensive construction implementation plan for the DISTRICT. The executive architectural efforts are funded by bond monies from Measure O Program that was passed and approved by the Pasadena City voters in November 2020.

The District’s mission is to provide rigorous education in an environment that engages and empowers all children to become lifelong learners; our students will be thinking, literate, productive, responsible and ethical, able to compete in and contribute to a diverse society.

## **2. BACKGROUND**

The PASADENA UNIFIED SCHOOL DISTRICT is comprised of twenty-three (23) schools (a complete list can be found here: <https://www.pusd.us/Domain/1222>) in the region drawing from several neighborhoods located in the Cities of Pasadena and Sierra Madre and the Los Angeles County area of Altadena. The schools and educational support programs serve approximately 17, 000 students.

In November 2020, taxpayers of the District passed a \$516,300,000 bond measure to upgrade schools to improve equitable access to technology, attract/retain quality teachers by repairing deteriorating classrooms, bathrooms, roofs, science labs; remove hazardous materials; provide safe drinking water; construct and repair sites, facilities, and equipment. A list of Measure O projects can be found here: <https://www.pusd.us/measureo>.

## **3. PURPOSE**

The purpose of this Request for Qualifications/Proposal (“RFQ/P”), is to obtain information that will allow the District to qualify a limited number of Consulting Firms to provide Hazardous Materials Investigation and Testing Services (“Services”) for and on behalf of the District on various facilities renovation and modernization projects. The CONSULTANT will be required to meet with the Executive Architect and Bond Program Manager at the various phases of the design process to ensure all District Standards are followed. The CONSULTANT will also be required to meet with DISTRICT’s facilities department, maintenance and operations (M&O) and bond program manager to address the renovation and modernization schedule of each of the DISTRICT’s facilities assigned to them.

#### **4. DISTRICT GUIDELINES AND EXPECTATIONS**

Upon the DISTRICT'S official selection of the CONSULTANT, the DISTRICT will enter into contract negotiations with the CONSULTANT. The selected CONSULTANT will become the master planner for the DISTRICT. The CONSULTANT must prepare and submit a proposal for the performance of such work for the DISTRICT'S review. Following the DISTRICT'S review, the DISTRICT may, at its sole discretion, issue a contract for Architectural and Engineering services and issue a Notice to Proceed (NTP) authorizing the CONSULTANT to perform work as described in the contract. Subject only to the provisions of said contract, the CONSULTANT shall immediately proceed to perform work in accordance with any such NTP and all terms and conditions of said contract, including the fee schedule which will also be derived from the Request for Qualifications/Pricing ("RFQ/P") process. Upon the execution of the contract between the DISTRICT and the CONSULTANT, the CONSULTANT must set-up a meeting with the Bond Program Manager to review all existing Campus Hazardous Materials Testing Reports to ensure all historical data is collected prior to the development of any new limited hazardous report.

This RFQ/P includes the Selection Process – RFQ Schedule, Qualification Submittal Requirements, and the DISTRICT'S Sample Professional Services Agreement

#### **Statement of Qualifications Submittal Deadline for Full Consideration:**

The deadline to submit a SOQ is **February 24, 2022, at 3:00PM**. The DISTRICT will not receive late SOQs.

#### **Requests for Clarification**

All requests for clarification or interpretation, either administrative or technical, must be submitted by **February 9, 2022, at 3:00PM** via e-mail to Ilene Mehrez at [mehrez.ilene@pusd.us](mailto:mehrez.ilene@pusd.us), Procurement & Contracts Supervisor and Leonard Hernandez at [hernandez.leonard@pusd.us](mailto:hernandez.leonard@pusd.us), Director of Facilities. A copy of the request for clarification or interpretation should also be emailed to Teo Sierra, Bond Program Manager at [spo-sierrat@pusd.us](mailto:spo-sierrat@pusd.us).

The DISTRICT prohibits respondents from communicating with Project users. Respondents may schedule site visits by contacting Kiyana Bella at [spo-bellak@pusd.us](mailto:spo-bellak@pusd.us).

The DISTRICT shall distribute its responses to requests for clarification or interpretation by posting them on its website at <http://www.PUSD.us/Facilities> by **February 14, 2022**.

#### **NO PRE-REPORT COMMUNICATION**

In order to ensure the integrity of the procurement process and prevent undue influence prior to contract award, the DISTRICT will employ the following rules for post-submission communication. Except for questions submitted prior to the proposal due date and inquires made to the District's Ethics Department, all communications regarding this RFQ/P between potential Proposer(s) and any

District officials, personnel, or consultants engaged by the DISTRICT shall be addressed only to the contact person identified in the RFQ/P. At no time PRIOR to the District's public posting of the Board Report shall Proposer(s) contact District officials, personnel, or consultants regarding this RFQ/P or any contract(s) to be awarded in response hereto. Violations of these protocols may subject Proposer(s) to penalties up to and including disqualification and/or rejection of bid.

Moreover, all Proposer(s) must comply with District Board Policy 3317, Ethics Standards for Contact Between Contractors, Vendors, and Consultants, and Board Members or Employees, available at <https://www.pusd.us/Page/646>. Proposer(s) not in compliance with Board Policy 3317 and the Ethics Standards may be subject penalties up to and including disqualification and/or rejection of bid.

### **Sample Agreement**

The DISTRICT has included a sample copy of its standard Agreement for Professional Services Agreement as “**Attachment 1**” for information only. The final work scope and deliverables schedule is subject to negotiations between the DISTRICT and the CONSULTANT it selects for this RFQ/P.

### **Additional Services**

The DISTRICT may elect, at any time, to amend any contract awarded under this RFQ/P to require the selected CONSULTANT to provide additional services. In such a case, the selected CONSULTANT and the DISTRICT shall mutually agree on the scope and fees associated with any additional services.

## **5. SCOPE OF SERVICES**

Firm(s) shall provide Service with all building department and CDE requirements to the District for various facilities improvement projects on an as-needed basis. The scope of such services could include but are not limited to:

The anticipated services may include, but are not limited to investigation, sampling and testing, preparation of various reports, and inclusion of all applicable CDE and DSA guidelines. In addition, each prequalified Consultant is expected to be qualified to perform and/or have experience in the following:

- A. Preparation of Limited Hazardous Material Survey Report
- B. Preparation and review of Hazardous Materials Specifications
- C. Building inspection, surveying and testing
- D. Identification of hazardous materials of importance prior to destructive testing, demolition, and construction.
- E. Preparation of removal specifications and plans, identification of all items that require abatement.

- F. Perform abatement compliance inspections, including environmental and clearance air monitoring, quality control and assurance programs for field samplings.
- G. Review all existing hazardous materials reports completed by other professional firms under prior Bond Measures (Measures Y and TT) and utilize that information to prepare the required reports for each bond project.

In addition, each firm must:

- G. Perform all work in compliance with Asbestos Hazard Emergency Response Act, Title 8 of the California Code of Regulations, including sections 1529 and 1532.1; Educational Code section 49410; Labor Code sections 6501; and all applicable federal, state and local laws or regulations applicable to the work.
- H. Work as a liaison with the Regulatory Agencies. Work as a liaison with DSA and other Regulatory Agencies (OSHA, AQMD) having jurisdiction as is required in order to provide guidance to the District and others as deemed necessary.

The firm(s) shall also have experience working with DSA, CGS and various regulatory agencies and have knowledge of the California Building Code (BC) regulations and processes; not limited to Building, Fire, Environmental Health, Public Works, and CEQA/EIR Agencies.

The capability of firm(s) submitting proposals shall include Hazardous Materials Investigation and Testing Services geotechnical services that cover the full spectrum (“cradle-to-grave”) of their tasks during the project lifecycle, including owner representation, support and recommendations pertaining to all tasks performed, due diligence, data gathering, information organization, and oversight used to produce the final recommendations of each task.

## **6. ORGANIZATION OF THE RESPONSE TO THE RFQ/P**

- a. The RFQ/P response content and information shall be organized per the submittal format described herein. Organization and brevity will be appreciated. The sections of the RFQ/P must be indexed and tabbed per the eight (8) sections noted below for easy reference.
- b. Each proposal shall be submitted electronically in PDF format, one (1) un-bound original and accompanied by 5 (five) bound hard copies.

### **i. Tab 1 – Letter of Interest**

A maximum two (2) page letter of interest that includes a synopsis of the firm, its business principles, selected planning team members, general qualifications and distinguishing characteristics, primary contact information; signed by the Principal in charge representing the contractual authority of the firm.

### **ii. Tab 2 – Project Approach and Firm Qualifications**

Respondent must state qualifications for the anticipated scope of work and experience with projects of comparable size and complexity.

- a. Provide a statement demonstrating your firm's or team's ability to accomplish the scope of services in a comprehensive and thorough manner with an aggressive schedule.
- b. Describe your firm's experience with AQMD, OSHA and DSA and working within the AQMD, OSHA and DSA process as well as your firm's approach to permitting and final certification.
- c. Describe your firm's approach to quality control/assurance procedures, including coordination with the required agencies.
- d. Provide a statement of your work plan (hazardous materials collection, testing and reports) including your firm's present workload and number of current projects, and where possible, projected workload for the coming two (2) years, which should include available staff.

**iii. Tab 3 – Relevant K-12 Project Experience and References**

Respondent shall provide five (5) completed K-12 projects applicable to California public schools, including new construction and school renovation/modernization projects in the past ten (10) years and related references. Respondent shall provide a minimum of five (5) relevant references from past clients. References may be contacted to attest to the respondent's ability to perform the described services.

For each listed K-12 project, include the following:

- a. Project name, description, and location.
- b. Beginning and end dates of project, including: DSA close-out and/or certification status; and date of each project Notice of Completion and DSA final certification.
- c. Project cost.
- d. Square footage.
- e. Key individuals of the firm involved.
- f. List of the services provided and **references**: Owner/District name with name, title, current address, telephone number, and email address of contact person.

**iv. Tab 4: Financial Stability:**

Submit at least one (1) evidence of financial stability (i.e.: unaudited annual financial statements (cash flow, income statement, balance sheet)). **All financial information will remain confidential and is not subject to public disclosure only if so requested.** The CONSULTANT must type "CONFIDENTIAL" on all documents that are not subject to public disclosure.

**v. Tab 5: Insurance:**

Respondent shall submit a certificate of insurance or a signed letter from its insurance company indicating ability to provide insurance as required per contract.

**vi. Tab 6: Litigation History:**

Submit information concerning involvement in litigation, arbitration, or mediation claims filed by your firm or against your firm in the last ten (10) years. Provide detail information such as: school district's name, contact information, phone number, contract number, contract amount, project name and project description and name of the contractor.

**vii. Tab 7: Fee Schedule.**

The fee schedule shall include all costs related to the execution of scope of services delineated in this **RFQ/P 11-21/22** and related addenda. The CONSULTANT shall also include the hourly rate of all proposed personnel for this program.

**viii. Tab 8: Required Bid Forms (See Attachment 2)**

**10. DISTRICT REFERENCE CHECK**

The DISTRICT may perform reference check of responding parties that extend beyond contacting the references identified in the response to the RFQ/P. The DISTRICT may request an entity submitting an RFQ/P to submit additional information pertinent to the review process at any time during the RFQ/P process. The DISTRICT also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted.

**11. INTERVIEWS**

The DISTRICT, at its sole discretion, **may elect to interview selected firms**. The DISTRICT may elect to interview one or more proposers. The interview will be an opportunity for the District's selection committee to review the firm's proposal and other matters the committee deems relevant. **If an entity is requested to come for an interview, the key individuals listed in the RFQ/P must attend the interview.**

**12. EVALUATION AND SELECTION**

Following the evaluation process, the selection committee will make recommendations to the DISTRICT regarding selection of a firm(s).

The CONSULTANT with the highest score will be considered the apparent winner and will be invited to enter fee negotiations with the DISTRICT. If the fee proposal proves unacceptable and is not successfully negotiated, the DISTRICT reserves the right to negotiate with the next highest scoring CONSULTANT.

The apparent winner(s) will be notified by **February 28, 2022** and should be prepared to discuss all matters relating to the RFQ/P process, including, but not limited to the following items:

- Pricing Schedule
- Work experience
- Statement of Work (Proposed work plan)
- Confirmation that all scope items from the original RFQ/P will be addressed
- Any exclusions listed in the SOQ
- Number of hours (if applicable)
- Number of people (if applicable)
- Other resources and their uses
- Number of site visits, community outreach meetings, committee meetings, stakeholder's meetings anticipated to complete the scope of work, access to facilities and personnel.

### **13. BID PROTEST PROCEDURE**

Any bid protest by any bidder must be submitted in writing before 5:00 p.m. of the third business day following the date of bid opening to Ilene Mehrez, Procurement & Contracts Supervisor at [mehrez.ilene@pusd.us](mailto:mehrez.ilene@pusd.us) and Teresa Castaneda at [spo-castaneda@pusd.us](mailto:spo-castaneda@pusd.us). After bid opening, bid results, Designation of Subcontractor list(s), and other bid documents must be requested in writing, via email, from Ilene Mehrez, Procurement & Contracts Supervisor ([mehrez.ilene@pusd.us](mailto:mehrez.ilene@pusd.us)) before 5:00 p.m. of the third business day following date of the bid opening.

**a. Submission of Bid Protest:** The protest shall specify the reasons and facts upon which the protest is based. The protest must refer to the specific portions of all documents that form the bases for the protest. A protesting bidder must have actually submitted a bid. A bidder may not rely on the bid protest submitted by another bidder, and must timely pursue the bidder's own protest. Any protesting bidder must include the name, address, and telephone number of the person representing the protesting party. Any protesting bidder must provide an e-mail address. By filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable.

**b. Resolution of Bid Controversy:** The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. The bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to the District no later than 5:00 p.m., no later than three (3) working days after the deadline for submission of the bid protest, as set forth above, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting bidder and to all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within fifteen (15) calendar days of receipt of the protest, unless

factors beyond the District's reasonable control prevent such resolution. The Decision on the Bid Protest will state the reasons for the actions taken by District and will be copied to all parties involved in the protest.

**c. Appeal:** If the protesting bidder or the apparent lowest responsible bidder is not satisfied with the decision, the matter may be appealed to Leslie Barnes, Chief Business Officer, or designee, within three (3) calendar days after receipt of the District's written Decision on the Bid Protest. The appeal must be in writing and sent via overnight registered mail and email with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

**Ref.: RFQ/P No. 11-21/22**  
**Pasadena Unified School District**  
**Department of Business Services**  
351 S. Hudson Ave,  
Pasadena, CA 91109

The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

**END OF THE RFQ/P**

**ATTACHMENT 1**  
**Sample Professional Services Agreement**  
**RFP #11-21/22**  
**PASADENA UNIFIED SCHOOL DISTRICT**  
**AGREEMENT FOR SERVICES**  
**SAMPLE**

**I. PARTIES**

This Agreement for \_\_\_\_\_ (the “Agreement”) is made this day of \_\_\_\_\_, between the Pasadena Unified School DISTRICT (hereinafter referred to as “PUSD” or “DISTRICT”) and \_\_\_\_\_ hereinafter referred to as “Contractor”).

DISTRICT hereby engages Contractor to render described services under the terms and conditions of this agreement.

**II. PERFORMANCE OF SERVICES**

Contractor agrees to perform the services described on “Scope of Services” of RFQ/P document (hereinafter “Services”) as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the \_\_\_\_\_ necessary for the performance of the services. Scope of Services Section of the **RFQ/P** is attached hereto solely for the purpose of defining the scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between the terms in Section D and the Agreement, the terms of this Agreement shall control and prevail. The parties agree that any term contained in Scope of Services Section from the **RFQ/P** that adds to, varies or conflicts with the terms of this Agreement is null and void.

**III. COMPENSATION**

The DISTRICT hereby agrees to pay Contractor for the performance of services [compensation based upon time and materials and the attached fee schedule set forth in Bid Form D] on a per project basis. In no event shall Contractor’s compensation exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Contractor shall be responsible for all expenses incurred in association with the performance of the Services unless otherwise permitted under Section D. Contractor shall invoice costs monthly for the services provided pursuant to this Agreement from the time the Contractor begins work on the Project. All costs must be supported by an invoice, receipt, or other acceptable documentation.

#### **IV. TERMS AND CONDITIONS**

The term of this Agreement shall be for\_\_\_\_\_, commencing\_\_\_\_\_, through\_\_\_\_\_. For the period\_\_\_\_\_through\_\_\_\_\_, the DISTRICT hereby agrees to pay the Contractor in connection with the above referenced services as authorized at the rates described on Bid Form D. Contractor shall bill the DISTRICT as services are provided subject to the terms and conditions set forth in Article III above.

This Agreement may be renewed, at the option of the DISTRICT, for up to - \_\_\_\_\_ terms.

#### **V. DOCUMENTATION; RETENTION OF MATERIALS**

Contractor shall maintain adequate documentation to substantiate all charges.

- a. Contractor shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of DISTRICT for inspection at any reasonable time.
- b. Contractor shall maintain the records or any other records related to the performance of this Agreement and shall allow DISTRICT access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

#### **VI. INDEMNITY**

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

- a. Workers Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor'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 Contractor or the DISTRICT, or any person, CONSULTANT or corporation employed by the Contractor or the DISTRICT upon or in connection with the PROJECT, except for

liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent Architects who are directly employed by the DISTRICT;

c. Professional Liability: Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, CONSULTANT or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, CONSULTANT or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by Contractor in accordance with this Agreement, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

d. The Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article VI, Sections 1(a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

## **VII. INSURANCE**

Contractor shall procure and maintain from the Start Date until final payment 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. Minimum insurance coverage amounts:

1. General Liability Insurance with a combined single limit of no less than \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage.  
*\*Pasadena USD, its agents and officers, must be named as an additional insured.*
2. Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than \$1,000,000 per accident.  
*\*Pasadena USD, its agents and officers, must be named as an additional insured.*
3. Errors & Omissions Insurance, with limits of \$1,000,000 per claim/\$2,000,000 aggregate.  
*\*Pasadena USD, its agents and officers, must be named as an*

*additional insured*

4. Workers Compensation – Statutory Limits, waiver of subrogation required.
5. Cyber Liability Insurance, with limits of \$1,000,000 per claim/  
\$2,000,000 aggregate.

*\*Pasadena USD, its agents and officers, must be named as an additional insured*

- b. 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.
- c. If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to the Agreement, the same shall be deemed a material breach of contract. The DISTRICT, at its sole option, may terminate this Agreement 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.
- d. 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.
- e. 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.
- f. 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.

#### **VIII. ASSIGNMENT**

Contractor shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of DISTRICT, in DISTRICT's sole and absolute

discretion. Contractor agrees that the DISTRICT shall have the right to approve any and all subcontractors to be used by Contractor in the performance of this Agreement before Contractor contracts with or otherwise engages any such subcontractors.

## **IX. TERMINATION**

- a. Termination Without Cause. This Agreement may be terminated by DISTRICT without cause upon ten (10) days written notice to Contractor. If this Agreement is so terminated, Contractor shall be paid for all services satisfactorily rendered and expenses incurred to the date of receipt of notice of termination.

Upon such termination, Contractor shall submit to DISTRICT an itemized statement of services performed as of the date of termination. These services may include both completed work and work in progress at the time of termination. DISTRICT shall pay Contractor for any services for which compensation is owed; provided, however, DISTRICT shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement. Contractor shall promptly deliver to DISTRICT all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of DISTRICT without additional compensation to Contractor.

- b. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated immediately by either party upon written notice of default or breach to the other party as follows:
  - i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or
  - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
  - iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
  - iv. If DISTRICT materially breaches any material duty under this Agreement and any such breach impairs Contractor's ability to perform; or

- v. If it is found by DISTRICT that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the DISTRICT with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract.
- c. Opportunity to Cure. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified above, and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- d. Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this paragraph survive termination:
  - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
  - ii. Contractor shall satisfactorily complete work in progress at the agreed rate
  - iii. (or a pro rata basis if necessary) if so requested by DISTRICT;
  - iv. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by DISTRICT;
  - v. Contractor shall promptly deliver to DISTRICT possession all proprietary information.

**x. NOTICES**

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail. The foregoing addresses may be changed by written notice to the other party as provided herein.

**To the CONTRACTOR:**

<b>Name:</b>			
<b>Company:</b>			
<b>Address:</b>			
<b>Telephone:</b>		<b>Fax:</b>	

**To the DISTRICT:**

<b>Name:</b>	Ilene Mehrez, Supervisor, Procurement & Contracts
	Pasadena Unified School DISTRICT
<b>Address:</b>	351 S. Hudson Ave., Room 102
	Pasadena, CA 91109
<b>Telephone:</b>	626-396-3600, X: 88503

**XI. INDEPENDENT CONTRACTOR**

- a. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of DISTRICT. DISTRICT is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and Contractor shall be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any of Contractor's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.
- b. It is further understood and agreed by the parties hereto that Contractor, in the performance of Contractor's obligations hereunder, is subject to the control and direction of DISTRICT as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use DISTRICT facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Contractor's sole discretion based on the Contractor's determination that

such use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the DISTRICT does not require that Contractor use DISTRICT facilities, equipment or support services or work in DISTRICT locations in the performance of this Agreement.

- c. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors.
- d. Nothing in this Agreement shall be construed to create an exclusive relationship between DISTRICT and Contractor. Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit.

#### **XII. ADDITIONAL SERVICES**

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid at the rates set forth in Section D, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

#### **XIII. SUCCESSORS AND ASSIGNS**

DISTRICT and Contractor each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

#### **XIV. TIME OF PERFORMANCE**

Contractor shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of DISTRICT.

**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 Finance & Operations Officer**

---

**Date**

**CONTRACTOR:**

**\*CONTRACTOR NAME\***

---

**Printed Name**

---

**Title**

---

**Signature**

---

**Date**

Authorized Officers or Agents

(CORPORATE SEAL

## **GENERAL TERMS AND CONDITIONS**

### **1. PROPOSAL ACCEPTANCE.**

Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after receipt unless otherwise stipulated. The DISTRICT reserves the right to accept or reject any and all proposals and reserves the right to waive any informality.

### **2. CONTRACT RENEWAL**

DISTRICT will issue a contract that will have rates CONSULTANT for the initial term of the contract. Pricing changes may be considered by DISTRICT for additional contract terms; however, DISTRICT may cancel the contract if a requested price change is not acceptable. All contract renewals must be done in writing.

### **3. EXECUTION OF THE CONTRACT**

The contract shall be signed by the Proposer and returned, along with the required attachments to DISTRICT within 10 working days. The period for execution may be changed by mutual agreement of the parties. Contracts are not effective until approved by the appropriate DISTRICT officials. Any work performed prior to receipt of a fully executed contract shall be at Proposer's own risk.

### **4. FAILURE TO EXECUTE THE PROPOSER**

Failure to execute the contract within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the contract. If the successful Proposer refuses or fails to execute the contract, DISTRICT may award the contract to the next qualified highest ranked Proposer.

### **5. PERFORMANCE FAILURE**

If the Proposer fails or neglects to furnish any of the services listed herein at the prices quoted and at the time and places stated or persistently fails to furnish safe and satisfactory equipment or otherwise does not comply with the terms of the contract DISTRICT may, upon written notice to the Proposer, cancel the entire contract or cancel or rescind any or all items affected by such default; and may, regardless of the type of cancellation, procure services elsewhere without notice to the Proposer. The prices paid by DISTRICT at the time such services are procured shall be considered the prevailing market prices.

### **6. TERMINATION OF CONTRACT**

The DISTRICT may terminate the contract at any time for any reason within 10 business days' notice to the Proposer.

### **7. CONTRACT CHANGES.**

No changes or alterations to this contract shall be made without specific prior written approval by the DISTRICT.

**8. INVENTORY OF VEHICLES**

Inventory list of vehicles and Property to be used for the purpose of this contract will be provided to the DISTRICT. This listing shall include the make of the vehicle, body type, year of the vehicle's manufacture, capacity, present mileage, condition for each vehicle, and license plate number.

**9. PROPOSER PERSONNEL**

All personnel assigned to perform under this contract shall be subject to continuous approval by the DISTRICT. All drivers employed or subcontracted by the Proposer to provide services in this Agreement shall have and maintain a valid California Driver License. All drivers shall be subject to a background check prior to the beginning of this contract and once every three years thereafter to the extent allowed by law. Any driver who fails their background check will be immediately removed from servicing the contract.

**10. CONFIDENTIALITY**

Any and all information given to drivers regarding pupils is to be considered confidential and under no conditions shall this information be used to invade privacy rights of the pupils, their parents, guardians or care givers. Any breach of confidentiality may result in removal from DISTRICT routes. All information on old route sheets shall be shredded.

**11. INDEMNIFICATION**

The Proposer will agree to indemnify, defend, and save harmless the DISTRICT, its officers, agents, employees, and volunteers from any and all claims and losses accruing or resulting to any and all persons, CONSULTANTS, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement and from any and all claims and losses resulting to any person, CONSULTANT, or corporation who may be injured or damaged by the Provider in the performance of this agreement.

**12. INSURANCE REQUIREMENTS**

*Refer to the insurance requirements in the original RFQ/P.*

**13. ANTI-DISCRIMINATION.**

It is the policy of the Pasadena Unified School DISTRICT Board of Education that in connection with all work performed under contracted services, construction and purchasing contracts, there is to be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Proposer agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Proposer agrees to require such compliance by all subProposers employed on the work by him.

**14. GOVERNING LAW.**

This contract shall be governed by and construed in accordance with the laws of the State of

California.

**15. ATTORNEYS' FEES.**

If any action is brought by either party against the other party hereunder, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.

**16. NO ORAL MODIFICATION.**

Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

**17. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

**ATTACHMENT 2**

**BID FORM A**

**Company/Contact Information**

This form is required to be submitted with your SOQ

**TO: PASADENA UNIFIED SCHOOL DISTRICT**, a California Unified School DISTRICT,  
acting by and through its Board of Education ("DISTRICT"), 351 South Hudson Ave.,  
Pasadena, CA 91109

**FROM:**

---

Name of Company

---

Address

---

City, State, Zip Code

---

Phone

---

Fax

---

Email

---

Authorized Signature/Print Name

---

Name(s) of Bidder's Authorized Representative(s) & Title

---

Date

## BID FORM B

### Certification

This form is required to be submitted with your SOQ

I certify that I have read **Request for Qualifications/Proposal #11-21/22** and the instructions for submitting an RFP. I further certify that I must submit CONSULTANT's proposal in response to this request via email and that I am authorized to commit the CONSULTANT to the proposal submitted.

In submitting this Bid Proposal, the undersigned Bidder acknowledges receipt of all Bid Addenda issued by or on behalf of the DISTRICT, as set forth below. The Bidder CONSULTANTs that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda. **Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ received, acknowledged and incorporated into this Bid Proposal.** The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail

If you are responding as a corporation, please  
place your corporate seal in the space below:

## BID FORM C

### Non-Collusion Affidavit

This form is required to be submitted with your SOQ

STATE OF CALIFORNIA, COUNTY OF \_\_\_\_\_

I \_\_\_\_\_, being first duly sworn, deposes and says that I (Typed or Printed Name)

am the \_\_\_\_\_ of \_\_\_\_\_, the  
(Title) (Bidder Name)

party submitting the foregoing Bid Proposal (the "Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.

The Bid Proposal 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, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in 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, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.

All statements contained in the Bid Proposal and related documents are true.

The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_  
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing

is true and correct.

---

Signature

---

Address

---

Name (Typed or Printed)/Title

---

City, County and State

---

Phone Number

---

Email Address

## **BID FORM D**

### **Hourly rates and Pricing Sheet**

This form is required to be submitted with your SOQ



## PASADENA UNIFIED SCHOOL DISTRICT PROCUREMENT SERVICES DIVISION

### **ADDENDUM NO. 2**

February 14, 2022

Request for Qualification/Proposal: PASADENA USD  
Hazardous Materials Testing Services  
(RFQ/P) NO. 11-21/22

**This addendum forms part of the Contract documents and may modify the original Bidding Documents. Any revisions, clarification, deletions and/or additions shall be made to the bid documents for Request for Proposal (RFQ/P) No. 11-21/22 and Addendum No.1 dated February 1, 2022. It is mandatory to acknowledge receipt of this addendum.**

**This addendum consists of three (3) pages.**

#### **A. QUESTIONS AND ANSWERS:**

1. Page 8, Section 12: Please clarify the wording seems to indicate that only one firm will be selected. Will all firms that are qualified be invited to negotiate a contract or just one firm with the highest score?

**Answer:**

**The district is looking to qualify a limited number (pool) of consulting firms to provide hazardous materials investigation and testing services.**

2. Each project would have a site- and project-specific scope of work performed in phases. Please clarify if there is a specific scenario that the District wants to compare fees from different firms or if the required information is hourly rates, equipment expenses and subcontracted testing fees from state-certified laboratories.

**Answer:**

**Article 6, b, vii; provide hourly rates of all proposed personnel who will be providing the scope of services delineated in the RFQ/P 11-21/22.**

3. This item in the Scope of Services also mentions DSA, CGS, Building, Fire, CEQA/EIR as other regulatory agencies that generally do not require hazardous materials consulting to deal directly with them. This paragraph also mentions geotechnical services. Once again, architectural firm or general contractor would handle such matters.

**Answer:**

**This RFQ/P is for Hazardous Materials Investigation and Testing. The proposers are asked to also have experienced working with other regulatory agencies such as Building Department, Fire Department, Environmental Health and Safety, Public Works and CEQA/EIR. Proposers will not be asked to provide geotechnical, architectural, or general contracting services as part of this procurement process.**

4. For all Public Works Projects, the consultants must be registered with Director of Industrial Relations. Again, the pertinent qualifications of the staff are staff certifications and experiences demonstrating knowledge of building codes, CEQA/EIR mitigation measures. Geotechnical services are typically not required for hazardous materials investigations and testing services are only required when subsurface soil, soil vapor (methane) or groundwater sampling at depths below 5 feet is required. This work would then be subcontracted to a licensed environmental drilling firm under the supervision of a Professional Geologist licensed by the State of California.

**Answer:**

**Please see response to question #3 as part of Addendum No. 2**

#### **ADDENDUM No.2**

Pasadena Unified School District

Hazardous Materials Testing Services RFQ/P 11-21/22

5. How many consultants will the District be selecting for this contract? And how will projects be assigned to the firms selected (rotation, project bids, assigned campuses, etc.)?

**Answer:**

**The district is looking to qualify a limited number (pool) of consulting firms to provide hazardous materials investigation and testing services. Once the pool of professional firms is set in place, the District will issue an RFP for each school project. The firm with the lowest fee will be selected for that project.**

6. What firms are the incumbents for this contract? And what is the dollar value of work performed (billed to date)/awarded for each firm under the existing contract?

**Answer:**

**There are no incumbent firms and/or existing contracts.**

7. On page 6 of the RFP/Q, Scope of Services, last two paragraphs (below) makes reference to geotechnical and deputy inspector related services. Will these services be included as part of the RFQ/P?

**Answer:**

**Please see response to question #3 as part of this Addendum No.2**

8. How many firms will be included in the pool?

**Answer:**

**Please see response to question #1 as part of this Addendum No. 2**

9. Does the electronic submittal need to be emailed or do you want it mailed with the hardcopies in a flash-drive?

**Answer:**

**Please include the electronic version in PDF format in a flash drive and ensure it is part of the SOQ package.**

10. Page 3, Paragraph 1: States that the district is soliciting a Statement of qualifications from qualified educational and/or architectural firms. The Purpose of the RFQ/P as being to provide information that will allow the district to qualify a limited number of Consulting firm to provide Hazardous Materials Investigation and Testing Services. Is it the intent of the district to engage an Architectural Firm that will subcontract out this work r to contract directly with qualified environmental consulting firms that offer hazardous materials investigation and testing services.?

**Answer:**

**Please refer to Addendum No. 1 dated February 1, 2022.**

11. Page 7, Section iii, Subsection b: States that project descriptions should include DSA close-out and/or certification states and date of each project Notice of completion and DSA final certification. These services are customarily provided by an architectural firm or General contractor and not the environmental consultant. Therefore, most highly qualified firms would not have direct contact with the DSA. Has the DSA recently taken on additional responsibilities requiring close-out and/or certification status for work involving hazardous materials investigations and testing. The work is typically under the jurisdiction of the California Department of Public Health (Staff Certifications) and the South Coast Air Quality Management District (Procedure 5 Asbestos Work Plans).

**Answer:**

**Remove the following language from Section iii, Subsection b: "...including: DSA close-out...DSA final certification".**

12. In evaluating the relevant K-12 Experience and References, would experience from five different Unified School Districts (USD) receive a higher score than ones that were performed by a single USD or only 2 or three different ones? Would ones performed for PSUD receive higher score than one performed from another school District

**ADDENDUM No.2**

Pasadena Unified School District

Hazardous Materials Testing Services RFQ/P 11-21/22

**Answer:**

**The Proposers can “pick and choose” the project(s) and client(s) that meet the requirements of Tab 3 – Relevant K-12 Project Experience and References. The District will evaluate the SOQ based on the requested response to the RFQ/P 11-21/22.**

13. Work of the nature being requested is generally performed in three phases: (Survey, Abatement Monitoring & Project Closeout)) and for multiple target analytes (asbestos, lead, mold, PCBs and other hazardous building materials). In scoring the five experiences would a broader range of target analytes score more points for a pre-demolition survey than one performed for just asbestos or lead?

**Answer:**

**No. The scoring of the SOQ will consider the following:**

- a) Hourly rates
- b) K-12 work experience
- c) Project approach and firm qualifications
- d) Proposed key personnel and years of experience
- e) Client references
- f) Litigation history
- g) Financial stability

14. In our line of work, the square footage and project cost are independent variables. How will the District base its evaluation of square footage in scoring project experience? Often, we do not know the square footage of the remodeling or demolition project. Only the square footage of the area of concern for each task order not each project site

**Answer:**

**Please see response to question #13 as part of this Addendum No.2**

**END OF THE ADDENDUM**



## Integrated Marketing Systems Project Data Sheet

Powered by Dodge Construction Network

TARGET MARKET	Environmental	ORIGINAL DATE	01/31/2022
COUNTY	Los Angeles, CA		
CITY	Pasadena		
PROJECT #	Working Project 668629		

PROJECT	Hazardous Materials Testing Services (Pool)
AGENCY	Pasadena Unified School District
LOCATION	Pasadena, CA
DEPARTMENT	

### SCOPE OF WORK

Pool for hazardous materials investigation and testing services for the construction/renovation and modernization of various school facility projects.

### DISCIPLINES

☒ Analytical/Testing Services   ☒ Asbestos/Lead Abatement

### COMMENTS

- RFQ/P No. 11-21/22
- Solicitation documents available online
- Agency contact: Ilene Mehrez, Procurement & Contracts Supervisor, mehrez.ilene@pusd.us; and Leonard Hernandez, Director of Facilities, hernandez.leonard@pusd.us
- CC: Teo Sierra, Bond Program Manager, spo-sierrat@pusd.us
- Questions deadline: 3:00 p.m., February 9, 2022
- Submittal deadline: 3:00 p.m., February 24, 2022

CONSTRUCTION COST	LOI/RFQ/RFP RFP	SUBMITTAL DEADLINE 02/24/2022
CONTACT	PHONE	FAX
EMAIL		
WEBSITE	<a href="https://www.pusd.us/site/default.aspx?PageType=3&amp;ModuleInstanceId=19135&amp;ViewID=7b97f7ed-8e5e-4120-848f-a8b4987d588f&amp;RenderLoc=0&amp;FlexDataID=31567&amp;PageID=9666">https://www.pusd.us/site/default.aspx?PageType=3&amp;ModuleInstanceId=19135&amp;ViewID=7b97f7ed-8e5e-4120-848f-a8b4987d588f&amp;RenderLoc=0&amp;FlexDataID=31567&amp;PageID=9666</a>	

Integrated Marketing Systems  
San Diego, California (858) 490-8800 FAX (858) 490-8811

**RFQ/P RECAP NO. 11-21/22**

HAZARDOUS MATERIALS TESTING (POOL)	
1	HAZARDOUS MATERIALS TESTING (POOL)

**OPENING DATE AND TIME: 02/24/22, 3:00 PM**

[illegible]

9	Global Environmental Training & consulting.	2:31 pm	✓	✓	✓	✓	✓	✓	✓			
10												
11												
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18												
19												
20												

acknowledged  
not noted.



**PASADENA UNIFIED SCHOOL DISTRICT  
PROCUREMENT SERVICES DIVISION**

**Hazardous Materials Testing Services (Pool)**  
**RFQ/P 11-21/22**  
(February 28, 2022)

**Shortlist:**

1. Millennium Consulting
2. Atlas
3. Citadel EHS
4. Vista Environmental
5. Global Environmental



**PASADENA UNIFIED SCHOOL DISTRICT  
FACILITIES DIVISION**

March 2, 2022

Dawn Merrill  
Atlas Technical Consultants, Inc.  
1180 Durfee Avenue, Suite 125  
South El Monte, CA 91733

**RE: NOTICE OF INTENT TO AWARD  
Hazardous Materials Testing Services (Pool) RFQ/P 11-21/22**

Dear Miss Merrill:

You are hereby notified that Pasadena Unified School District intends to award your firm the Hazardous Materials Testing Services (Pool) contract for the above cited RFQ/P 11-21/22.

The following must be submitted within ten (10) days of receiving the contract:

1. Provide an executed and complete contract
2. Provide a W-9 form
3. Provide a Certificate of Insurance that complies with Article 6 of the contract.

Failure to comply with these conditions within the time specified will entitle the DISTRICT to consider your proposal abandoned and annul this Notice of Intent to Award.

After you comply with the above-referenced conditions, the DISTRICT will return to you one (1) fully executed contract. A kick-off meeting will be scheduled promptly at our mutual convenience.

Sincerely,

A handwritten signature in black ink, reading "Leonard Hernandez Jr.", is written over a printed name and title.

Leonard Hernandez  
Director of Facilities, M&O, Transportation and Security  
Pasadena Unified School District

cc. Ilene Mehrez, Procurement & Contracts Supervisor  
Teresa Castaneda, Interim Procurement & Contracts Supervisor  
Mia Harrison, Sourcing and Contracts Coordinator  
Teo Sierra, Bond Program Manager Measure O, SafeworkCM  
Kiyana Bella, Sr. Design Manager, SafeworkCM  
Raj Nandi, Program Controls Manager, SafeworkCM  
Files



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For Hazardous Materials Testing Services – Measure O Bond Program

### I. PARTIES

This Agreement for Hazardous Materials Testing Services (the “Agreement”) is made this day of April 25, 2022, between the Pasadena Unified School DISTRICT (hereinafter referred to as “PUSD” or “DISTRICT”) and Atlas Technical Consultants, LLC., hereinafter referred to as (the “Consultant”).

DISTRICT hereby engages Consultant to render described services under the terms and conditions of this agreement.

### II. PERFORMANCE OF SERVICES

Consultant agrees to perform the services described on “Scope of Services” of RFQ/P document (hereinafter “Services”) as an independent Consultant. Consultant will determine the means, manner, method, and details of performing the Services. Consultant shall be responsible for providing the Scope of Services delineated in the **RFQ/P 11-21/22 and Addendum No. 1 and 2 (Attachment A)**. Scope of Services Section of the **RFQ/P 11-21/22** is attached heretosolety for the purpose of defining the scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between the terms in Section D and the Agreement, the terms of this Agreement shall control and prevail. The parties agree that any term contained in Scope of Services Section from the **RFQ/P 11-21/22** that adds to, varies or conflicts with the terms of this Agreement is null and void.

### III. COMPENSATION

The DISTRICT hereby agrees to pay Consultant for the performance of services; compensation based upon time and materials and the attached fee schedule set forth in **Bid Form D (Attachment B)** on a per project basis. In no event shall Consultant’s compensation exceed Two Hundred and Fifty Thousand Dollars (\$250,000.00). Consultant shall be responsible for all expenses incurred in association with the performance of the Services unless otherwise permitted under Section D. Consultant shall invoice costs monthly for the services provided pursuant to this Agreement from the time the Consultant begins work on the Project. All costs must be supported by an invoice, receipt, or other acceptable documentation.

### IV. TERMS AND CONDITIONS

The term of this Agreement shall be for two (2) years, commencing on April 25, 2022 ,



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For

### Hazardous Materials Testing Services – Measure O Bond Program

through April 24, 2024. For the period of July 1, 2021 through June 30, 2024, the DISTRICT hereby agrees to pay the Contractor in connection with the above referenced services as authorized at the rates described on **Bid Form D (Attachment B)**. Contractor shall bill the DISTRICT as services are provided subject to the terms and conditions set forth in Article III – Compensation, above. This Agreement may be renewed, at the option of the District, for up to three (3) additional years upon mutual agreement.

#### V. DOCUMENTATION; RETENTION OF MATERIALS

Consultant shall maintain adequate documentation to substantiate all charges.

- a. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of DISTRICT for inspection at any reasonable time.
- b. Consultant shall maintain the records or any other records related to the performance of this Agreement and shall allow DISTRICT access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

#### VI. INDEMNITY

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

- a. Workers Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's sub-consultant'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, CONSULTANT or corporation employed by the Consultant or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent Architects who are directly employed by the DISTRICT;



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For

### Hazardous Materials Testing Services – Measure O Bond Program

c. **Professional Liability:** Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Consultant, or any person, CONSULTANT or corporation employed by the Consultant, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, CONSULTANT or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by Consultant in accordance with this Agreement, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

d. The Consultant, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article VI, Sections 1(a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

## VII. **INSURANCE**

Consultant shall procure and maintain from the Start Date until final payment is made to the Consultant, and shall require all sub-consultants to so procure and maintain for all periods during which such sub-consultants 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 Consultant's obligations under this contract.***

- a. Minimum insurance coverage amounts:
  1. General Liability Insurance with a combined single limit of no less than \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage.  
*\*Pasadena USD, its agents and officers, must be named as an additional insured.*
  2. Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than \$1,000,000 per accident.  
*\*Pasadena USD, its agents and officers, must be named as an additional insured.*
  3. Errors & Omissions Insurance, with limits of \$1,000,000 per claim/\$2,000,000 aggregate.  
*\*Pasadena USD, its agents and officers, must be named as an additional insured*
  4. Workers Compensation – Statutory Limits, waiver of subrogation



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For

### Hazardous Materials Testing Services – Measure O Bond Program

- required.
5. Cyber Liability Insurance, with limits of \$1,000,000 per claim/  
\$2,000,000  
aggregate.  
*\*Pasadena USD, its agents and officers, must be named as an  
additional insured*
- b. 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 Consultant.
- c. If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to the Agreement, the same shall be deemed a material breach of contract. The DISTRICT, at its sole option, may terminate this Agreement and obtain damages from the Consultant 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 Consultant, DISTRICT may deduct from sums due to the Consultant any premium costs advanced by the DISTRICT for such insurance.
- d. 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.
- e. Verification of Coverage, Consultant 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.
- f. 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.

## VIII. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of DISTRICT, in DISTRICT's sole and absolute



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For

### Hazardous Materials Testing Services – Measure O Bond Program

discretion. Consultant agrees that the DISTRICT shall have the right to approve any and all subConsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such sub-consultants.

#### IX. **TERMINATION**

- a. Termination Without Cause. This Agreement may be terminated by DISTRICT without cause upon ten (10) days written notice to Consultant. If this Agreement is so terminated, Consultant shall be paid for all services satisfactorily rendered and expenses incurred to the date of receipt of notice of termination.

Upon such termination, Consultant shall submit to DISTRICT an itemized statement of services performed as of the date of termination. These services may include both completed work and work in progress at the time of termination. DISTRICT shall pay Consultant for any services for which compensation is owed; provided, however, DISTRICT shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to DISTRICT all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of DISTRICT without additional compensation to Consultant.

- b. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated immediately by either party upon written notice of default or breach to the other party as follows:
- i. If Consultant fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or
  - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Consultant to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
  - iii. If Consultant becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
  - iv. If DISTRICT materially breaches any material duty under this Agreement



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For

### Hazardous Materials Testing Services – Measure O Bond Program

and any such breach impairs Consultant's ability to perform; or

- v. If it is found by DISTRICT that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Consultant, or any agent or representative of Consultant, to any officer or employee of the DISTRICT with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract.
- c. Opportunity to Cure. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified above, and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- d. Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this paragraph survive termination:
  - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
  - ii. Consultant shall satisfactorily complete work in progress at the agreed rate
  - iii. (or a pro rata basis if necessary) if so requested by DISTRICT;
  - iv. Consultant shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by DISTRICT;
  - v. Consultant shall promptly deliver to DISTRICT possession all proprietary information.

## x. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail. The foregoing addresses may be changed by written



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For

### Hazardous Materials Testing Services – Measure O Bond Program

notice to the other party as provided herein.

#### To the CONSULTANT:

<b>Name:</b>	Dawn Merrill, Branch Manager		
<b>Company:</b>	Atlas Technical Consultants, LLC.		
<b>Address:</b>	1180 Durfee Avenue, Suite 125		
	South El Monte, CA 91733		
<b>Telephone:</b>	(323) 517-9662	<b>email:</b>	Dawn.merrill@oneatlas.com

#### To the DISTRICT:

<b>Name:</b>	Leslie Barnes, Ed.D. Chief Business Officer
	Pasadena Unified School DISTRICT
<b>Address:</b>	351 S. Hudson Ave., Room 102
	Pasadena, CA 91109
<b>Telephone:</b>	626-396-3600

## **XI. INDEPENDENT CONSULTANT**

- a. It is understood and agreed that Consultant (including Consultant's employees) is an independent Consultant and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of DISTRICT. DISTRICT is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent Consultant, Consultant hereby agrees to indemnify and hold DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.
- b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of DISTRICT as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use DISTRICT facilities, space,



# **PASADENA UNIFIED SCHOOL DISTRICT**

## **Professional Services Agreement For**

### **Hazardous Materials Testing Services – Measure O Bond Program**

equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the DISTRICT does not require that Consultant use DISTRICT facilities, equipment or support services or work in DISTRICT locations in the performance of this Agreement.

- c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subConsultants.
- d. Nothing in this Agreement shall be construed to create an exclusive relationship between DISTRICT and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

#### **XII. ADDITIONAL SERVICES**

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid at the rates set forth in Section D, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

#### **XIII. SUCCESSORS AND ASSIGNS**

DISTRICT and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

#### **XIV. TIME OF PERFORMANCE**

Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of DISTRICT.

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



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For Hazardous Materials Testing Services – Measure O Bond Program

**DISTRICT:**  
**PASADENA UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
**Signature**  
**Leslie Barnes, Ed.D., Chief Business Officer**

\_\_\_\_\_  
**Date**

**CONSULTANT:**  
**Atlas Technical Consultants, LLC**

\_\_\_\_\_  
Dawn Merrill

\_\_\_\_\_  
Branch Manager

**Printed Name**

\_\_\_\_\_  
*Dawn Merrill*

**Title**

\_\_\_\_\_  
3/15/22

**Signature**

**Date**

Authorized Officers or Agents

(CORPORATE SEAL)

## **GENERAL TERMS AND CONDITIONS**

### **1. PROPOSAL ACCEPTANCE.**

Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after receipt unless otherwise stipulated. The DISTRICT reserves the right to accept or reject any and all proposals and reserves the right to waive any informality.

### **2. CONTRACT RENEWAL**

DISTRICT will issue a contract that will have rates CONSULTANT for the initial term of the contract. Pricing changes may be considered by DISTRICT for additional contract terms; however, DISTRICT may cancel the contract if a requested price change is not acceptable. All contract renewals must be done in writing.

### **3. EXECUTION OF THE CONTRACT**

The contract shall be signed by the Proposer and returned, along with the required attachments to DISTRICT within 10 working days. The period for execution may be changed by mutual agreement of the parties. Contracts are not effective until approved by the appropriate DISTRICT officials. Any work performed prior to receipt of a fully executed contract shall be at Proposer's own risk.

### **4. FAILURE TO EXECUTE THE PROPOSER**

Failure to execute the contract within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the contract. If the successful Proposer refuses or fails to execute the contract, DISTRICT may award the contract to the next qualified highest ranked Proposer.

### **5. PERFORMANCE FAILURE**

If the Proposer fails or neglects to furnish any of the services listed herein at the prices quoted and at the time and places stated or persistently fails to furnish safe and satisfactory equipment or otherwise does not comply with the terms of the contract DISTRICT may, upon written notice to the Proposer, cancel the entire contract or cancel or rescind any or all items affected by such default; and may, regardless of the type of cancellation, procure services elsewhere without notice to the Proposer. The prices paid by DISTRICT at the time such services are procured shall be considered the prevailing market prices.

### **6. TERMINATION OF CONTRACT**

The DISTRICT may terminate the contract at any time for any reason within 10 business days' notice to the Proposer.

### **7. CONTRACT CHANGES.**

No changes or alterations to this contract shall be made without specific prior written approval by the DISTRICT.

**8. INVENTORY OF VEHICLES**

Inventory list of vehicles and Property to be used for the purpose of this contract will be provided to the DISTRICT. This listing shall include the make of the vehicle, body type, year of the vehicle's manufacture, capacity, present mileage, condition for each vehicle, and license plate number.

**9. PROPOSER PERSONNEL**

All personnel assigned to perform under this contract shall be subject to continuous approval by the DISTRICT. All drivers employed or subcontracted by the Proposer to provide services in this Agreement shall have and maintain a valid California Driver License. All drivers shall be subject to a background check prior to the beginning of this contract and once every three years thereafter to the extent allowed by law. Any driver who fails their background check will be immediately removed from servicing the contract.

**10. CONFIDENTIALITY**

Any and all information given to drivers regarding pupils is to be considered confidential and under no conditions shall this information be used to invade privacy rights of the pupils, their parents, guardians or care givers. Any breach of confidentiality may result in removal from DISTRICT routes. All information on old route sheets shall be shredded.

**11. INDEMNIFICATION**

The Proposer will agree to indemnify, defend, and save harmless the DISTRICT, its officers, agents, employees, and volunteers from any and all claims and losses accruing or resulting to any and all persons, CONSULTANTS, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement and from any and all claims and losses resulting to any person, CONSULTANT, or corporation who may be injured or damaged by the Provider in the performance of this agreement.

**12. INSURANCE REQUIREMENTS**

*Refer to the insurance requirements Article VII.*

**13. ANTI-DISCRIMINATION.**

It is the policy of the Pasadena Unified School DISTRICT Board of Education that in connection with all work performed under contracted services, construction and purchasing contracts, there is to be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Proposer agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Proposer agrees to require such compliance by all subProposers employed on the work by him.

**14. GOVERNING LAW.**

This contract shall be governed by and construed in accordance with the laws of the State of

California.

**15. ATTORNEYS' FEES.**

If any action is brought by either party against the other party hereunder, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.

**16. NO ORAL MODIFICATION.**

Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

**17. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Atlas Technical Consultants LLC</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>P</b> <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>P.O. Box 735811</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Dallas, TX 75373-5811</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
8	2		-	2	8	1	0	9	5

## Part II Certification

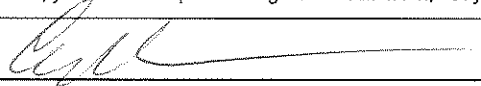
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►



Date ► 1/12/2022

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
03/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C. No. Ext):</b> (866) 283-7122	<b>FAX (A/C. No.):</b> (800) 363-0105
<b>INSURED</b> Atlas Technical Consultants, Inc. Atlas Technical Consultants Holdings LP 13215 Bee Cave Parkway Building B, Suite 230 Austin TX 78738 USA	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC #</b>	
	<b>INSURER A:</b> Zurich American Ins Co	
	<b>INSURER B:</b> Steadfast Insurance Company	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 570091988302**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	GPL021708506	11/13/2021	11/13/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$6,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 0217109-06	11/13/2021	11/13/2022	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC021711106 AOS WC730665100 WI	11/13/2021 11/13/2021	11/13/2022 11/13/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Pasadena Unified School District, its board, officials, employees and agents are included as Additional Insured in accordance with the policy provisions of the General Liability policy. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability policy.

**CERTIFICATE HOLDER****CANCELLATION**

Pasadena Unified School District Its Agents and Officers 351 Hudson Ave. Pasadena CA 91109 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Southwest, Inc.</i>



# ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Atlas Technical Consultants, Inc.
POLICY NUMBER See Certificate Number: 570091988302		
CARRIER See Certificate Number: 570091988302	NAIC CODE	EFFECTIVE DATE:

## ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

ATLAS TECHNICAL CONSULTANTS HOLDINGS LP

SCHEDULE OF NAMED INSURED

Alta Vista Engineering Services AG  
 Alta Vista Solutions Inc.  
 Arrow ATC Holdings, LLC  
 Arrow Environmental Holdings LP  
 Arrow Environmental Holdings, GP LLC  
 ATC Associates of North Carolina, PC  
 ATC Associates of Ohio, LP  
 ATC Associates, Inc.  
 ATC Construction Services, Inc.  
 ATC Engineering of Michigan, LP  
 ATC Engineering, LLP  
 ATC Environmental, Inc.  
 ATC Group Holdings LLC  
 ATC Group Partners LLC  
 ATC Group Services LLC  
 ATC Holding, Inc.  
 ATC Leasing Company, LLC  
 ATC New England Corporation  
 ATC Sole Member LLC  
 Atlantic Engineering Laboratories of New York, Inc.  
 Atlantic Engineering Laboratories, Inc.  
 Atlas Intermediate Holdings LLC  
 Atlas TC Holdings LLC  
 Atlas Technical Consultants LLC  
 Atlas Technical Consultants Sole Member LLC  
 Atlas Technical Consultants, Inc.  
 Bananza Industries, Inc.  
 BCM Engineering, Inc.  
 Beest Express, LLC  
 Caitcon, LLC  
 Cardno ATC (MA), Inc.  
 CEL Consulting, LLC  
 Consolidated Engineering Laboratories  
 Dexter ATC Field Services LLC  
 Dexter Field Services, LP  
 Engineering & Testing Services LLC  
 Engineering Services, LLC  
 Environmental Compliance Services, Inc.  
 ETS-ESC Holdings LLC  
 Geosphere Consultants, Inc.  
 HES Testing, LLC  
 Long Engineering, Inc.  
 Long Engineering, LLC  
 Materials Testing & Inspection, LLC  
 O'Neil Service Group, LLC  
 Oris Solutions, LLC  
 Pavetex Engineering, LLC (dba Pavetex)  
 Piedmont Geotechnical Consultants, LLC  
 Pipeline Environmental Services  
 Plant Services  
 Quality Assurance Engineering, Inc.  
 Rocky Mountain PSI, LLC  
 Sage ATC Environmental Consulting LLC  
 Sage ATC Environmental Holding LLC  
 Sage ATC Environmental Holdings LLC  
 Sage Engineering, Inc.  
 Sage Environmental Consulting, LP  
 Sage Environmental Holdings, LLC  
 SCST, LLC  
 Southwest Geophysics, LLC  
 The Environmental Institute  
 United Testing, LLC  
 WestTest, LLC  
 Wilkins Environmental Consulting, Inc.



## Additional Insured – Automatic – Owners, Lessees Or Contractors

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. GPL-0217085-06

Effective Date: 11/13/2021

This endorsement modifies insurance provided under the:

### **Commercial General Liability Coverage Part One, Common Coverage Provisions**

**A. Section I – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

Solely with respect to this Paragraph (b), if the written contract or written agreement provides a minimum time period for providing such coverage, and such minimum time period ends prior to the end of the policy period, this insurance shall not apply to "bodily injury", "property damage" or a "personal and advertising injury" offense which occurs during the policy period and after the end of that minimum time period.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,  
in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

Solely with respect to this Paragraph (ii), if the written contract or written agreement provides a minimum time period for providing such coverage, and such minimum time period ends prior to the end of the policy period, this insurance shall not apply to "bodily injury", "property damage" or a "personal and advertising injury" offense which occurs during the policy period and after the end of that minimum time period.

- 3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
  - a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
  - b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

- 4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
  - a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
  - b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

Solely with respect to this Paragraph (4), if the written contract or written agreement provides a minimum time period for providing such coverage, and such minimum time period ends prior to the end of the policy period, this insurance shall not apply to "bodily injury" or "property damage" which occurs during the policy period and after the end of that minimum time period.

- B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C.** Solely with respect to the coverage provided by this endorsement, the following is added to Common Coverage Provisions, Section **IV – Claims Provisions**, Paragraph 2:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **V – Conditions**, Paragraph 8:

**Primary and Noncontributory insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 8.b. of the **Other Insurance Condition** under Section **V –**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.
- F. Solely with respect to the insurance afforded to an additional insured under this endorsement, the following is added to Section III – **Limits Of Insurance**:

**Additional Insured – Automatic – Owners, Lessees Or Contractors Limit**

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract or written agreement referenced in Section A. of this endorsement; or
  - 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# Waiver of Transfer of Rights of Recovery Against Others – Blanket as Required by Contract



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GPL 0217085-06	11/13/2021	11/13/2022	11/13/2021		Included	

**Named Insured and Mailing Address:**

Atlas Technical Consultants, Inc.  
13215 Bee Cave Pkwy,  
Building A Suite 250  
Austin, TX 78738

**Producer:**

AON Risk Solutions  
5555 San Felipe, Suite 1500  
Houston, TX 77056

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**Environmental Services Package Policy**

- ☒ COVERAGE PART ONE – COMMERCIAL GENERAL LIABILITY
- ☒ COVERAGE PART TWO – CONTRACTOR'S POLLUTION LIABILITY
- ☒ COVERAGE PART THREE - PROFESSIONAL LIABILITY

In consideration of the payment of premium and the Deductible by you and in reliance upon the statements in the Application made a part hereof, we agree with you, subject to all the terms, exclusions and conditions that with respect to the coverage parts indicated above Conditions (Section V.) of the COMMON COVERAGE PROVISIONS, Condition 14. Subrogation is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization whom you are required to waive your right of subrogation by a written contract or written agreement executed and effective prior to the performance of your services which is the subject of such written contract or written agreement.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**



**PASADENA UNIFIED SCHOOL DISTRICT  
FACILITIES DIVISION**

March 2, 2022

Kier DeLeo  
Citadel Environmental Services, Inc. dba Citadel EHS  
1725 Victory Boulevard  
Glendale, CA 91201

**RE: NOTICE OF INTENT TO AWARD  
Hazardous Materials Testing Services (Pool) RFQ/P 11-21/22**

Dear Mr. DeLeo:

You are hereby notified that Pasadena Unified School District intends to award your firm the Hazardous Materials Testing Services (Pool) contract for the above cited RFQ/P 11-21/22.

The following must be submitted within ten (10) days of receiving the contract:

1. Provide an executed and complete contract
2. Provide a W-9 form
3. Provide a Certificate of Insurance that complies with Article 6 of the contract.

Failure to comply with these conditions within the time specified will entitle the DISTRICT to consider your proposal abandoned and annul this Notice of Intent to Award.

After you comply with the above-referenced conditions, the DISTRICT will return to you one (1) fully executed contract. A kick-off meeting will be scheduled promptly at our mutual convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Leonard Hernandez".

Leonard Hernandez  
Director of Facilities, M&O, Transportation and Security  
Pasadena Unified School District

cc. Ilene Mehrez, Procurement & Contracts Supervisor  
Teresa Castaneda, Interim Procurement & Contracts Supervisor  
Mia Harrison, Sourcing and Contracts Coordinator  
Teo Sierra, Bond Program Manager Measure O, SafeworkCM  
Kiyana Bella, Sr. Design Manager, SafeworkCM  
Raj Nandi, Program Controls Manager, SafeworkCM  
Files



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For Hazardous Materials Testing Services – Measure O Bond Program

### I. PARTIES

This Agreement for Hazardous Materials Testing Services (the “Agreement”) is made this day of April 25, 2022, between the Pasadena Unified School DISTRICT (hereinafter referred to as “PUSD” or “DISTRICT”) and Citadel Environmental Services, Inc. dba Citadel EHS, hereinafter referred to as (the “Consultant”).

DISTRICT hereby engages Consultant to render described services under the terms and conditions of this agreement.

### II. PERFORMANCE OF SERVICES

Consultant agrees to perform the services described on “Scope of Services” of RFQ/P document (hereinafter “Services”) as an independent Consultant. Consultant will determine the means, manner, method, and details of performing the Services. Consultant shall be responsible for providing the Scope of Services delineated in the **RFQ/P 11-21/22 and Addendum No. 1 and 2 (Attachment A)**. Scope of Services Section of the **RFQ/P 11-21/22** is attached heretosoely for the purpose of defining the scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between the terms in Section D and the Agreement, the terms of this Agreement shall control and prevail. The parties agree that any term contained in Scope of Services Section from the **RFQ/P 11-21/22** that adds to, varies or conflicts with the terms of this Agreement is null and void.

### III. COMPENSATION

The DISTRICT hereby agrees to pay Consultant for the performance of services; compensation based upon time and materials and the attached fee schedule set forth in **Bid Form D (Attachment B)** on a per project basis. In no event shall Consultant’s compensation exceed Two Hundred and Fifty Thousand Dollars (\$250,000.00). Consultant shall be responsible for all expenses incurred in association with the performance of the Services unless otherwise permitted under Section D. Consultant shall invoice costs monthly for the services provided pursuant to this Agreement from the time the Consultant begins work on the Project. All costs must be supported by an invoice, receipt, or other acceptable documentation.

### IV. TERMS AND CONDITIONS

The term of this Agreement shall be for two (2) years, commencing on April 25, 2022 ,



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For

### Hazardous Materials Testing Services – Measure O Bond Program

through April 24, 2024. For the period of July 1, 2021 through June 30, 2024, the DISTRICT hereby agrees to pay the Contractor in connection with the above referenced services as authorized at the rates described on **Bid Form D (Attachment B)**. Contractor shall bill the DISTRICT as services are provided subject to the terms and conditions set forth in Article III – Compensation, above. This Agreement may be renewed, at the option of the District, for up to three (3) additional years upon mutual agreement.

#### V. DOCUMENTATION; RETENTION OF MATERIALS

Consultant shall maintain adequate documentation to substantiate all charges.

- a. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of DISTRICT for inspection at any reasonable time.
- b. Consultant shall maintain the records or any other records related to the performance of this Agreement and shall allow DISTRICT access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

#### VI. INDEMNITY

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

- a. Workers Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's sub-consultant'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, CONSULTANT or corporation employed by the Consultant or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent Architects who are directly employed by the DISTRICT;



# PASADENA UNIFIED SCHOOL DISTRICT

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### Hazardous Materials Testing Services – Measure O Bond Program

c. **Professional Liability:** Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Consultant, or any person, CONSULTANT or corporation employed by the Consultant, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, CONSULTANT or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by Consultant in accordance with this Agreement, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

d. The Consultant, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article VI, Sections 1(a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

## VII. **INSURANCE**

Consultant shall procure and maintain from the Start Date until final payment is made to the Consultant, and shall require all sub-consultants to so procure and maintain for all periods during which such sub-consultants 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 Consultant's obligations under this contract.***

a. Minimum insurance coverage amounts:

1. General Liability Insurance with a combined single limit of no less than \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage.

*\*Pasadena USD, its agents and officers, must be named as an additional insured.*

2. Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than \$1,000,000 per accident.

*\*Pasadena USD, its agents and officers, must be named as an additional insured.*

3. Errors & Omissions Insurance, with limits of \$1,000,000 per claim/\$2,000,000 aggregate.

*\*Pasadena USD, its agents and officers, must be named as an additional insured*

4. Workers Compensation – Statutory Limits, waiver of subrogation



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For

### Hazardous Materials Testing Services – Measure O Bond Program

- required.
5. Cyber Liability Insurance, with limits of \$1,000,000 per claim/  
\$2,000,000  
aggregate.  
*\*Pasadena USD, its agents and officers, must be named as an  
additional insured*
- b. 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 Consultant.
- c. If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to the Agreement, the same shall be deemed a material breach of contract. The DISTRICT, at its sole option, may terminate this Agreement and obtain damages from the Consultant 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 Consultant, DISTRICT may deduct from sums due to the Consultant any premium costs advanced by the DISTRICT for such insurance.
- d. 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.
- e. Verification of Coverage, Consultant 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.
- f. 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.

## VIII. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of DISTRICT, in DISTRICT's sole and absolute



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For

### Hazardous Materials Testing Services – Measure O Bond Program

discretion. Consultant agrees that the DISTRICT shall have the right to approve any and all sub-consultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such sub-consultants.

#### IX. **TERMINATION**

- a. Termination Without Cause. This Agreement may be terminated by DISTRICT without cause upon ten (10) days written notice to Consultant. If this Agreement is so terminated, Consultant shall be paid for all services satisfactorily rendered and expenses incurred to the date of receipt of notice of termination.

Upon such termination, Consultant shall submit to DISTRICT an itemized statement of services performed as of the date of termination. These services may include both completed work and work in progress at the time of termination. DISTRICT shall pay Consultant for any services for which compensation is owed; provided, however, DISTRICT shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to DISTRICT all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of DISTRICT without additional compensation to Consultant.

- b. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated immediately by either party upon written notice of default or breach to the other party as follows:
  - i. If Consultant fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or
  - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Consultant to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
  - iii. If Consultant becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
  - iv. If DISTRICT materially breaches any material duty under this Agreement



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For

### Hazardous Materials Testing Services – Measure O Bond Program

and any such breach impairs Consultant's ability to perform; or

- v. If it is found by DISTRICT that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Consultant, or any agent or representative of Consultant, to any officer or employee of the DISTRICT with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract.
- c. Opportunity to Cure. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified above, and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- d. Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this paragraph survive termination:
  - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
  - ii. Consultant shall satisfactorily complete work in progress at the agreed rate
  - iii. (or a pro rata basis if necessary) if so requested by DISTRICT;
  - iv. Consultant shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by DISTRICT;
  - v. Consultant shall promptly deliver to DISTRICT possession all proprietary information.

## x. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail. The foregoing addresses may be changed by written



## PASADENA UNIFIED SCHOOL DISTRICT

### Professional Services Agreement For Hazardous Materials Testing Services – Measure O Bond Program

notice to the other party as provided herein.

#### To the CONSULTANT:

<b>Name:</b>	Kier DeLeo, Principal		
<b>Company:</b>	Citadel Environmental Services, Inc. DBA Citadel EHS		
<b>Address:</b>	1725 Victory Boulevard		
	Glendale, CA 91201		
<b>Telephone:</b>	(818) 246-2707	<b>email:</b>	<a href="mailto:kdeleo@citadelehs.com">kdeleo@citadelehs.com</a>

#### To the DISTRICT:

<b>Name:</b>	Leslie Barnes, Ed.D. Chief Business Officer
	Pasadena Unified School DISTRICT
<b>Address:</b>	351 S. Hudson Ave., Room 102
	Pasadena, CA 91109
<b>Telephone:</b>	626-396-3600

#### XI. INDEPENDENT CONSULTANT

- a. It is understood and agreed that Consultant (including Consultant's employees) is an independent Consultant and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of DISTRICT. DISTRICT is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent Consultant, Consultant hereby agrees to indemnify and hold DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.
- b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of DISTRICT as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use DISTRICT facilities, space,



# **PASADENA UNIFIED SCHOOL DISTRICT**

## **Professional Services Agreement For**

### **Hazardous Materials Testing Services – Measure O Bond Program**

equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the DISTRICT does not require that Consultant use DISTRICT facilities, equipment or support services or work in DISTRICT locations in the performance of this Agreement.

- c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subConsultants.
- d. Nothing in this Agreement shall be construed to create an exclusive relationship between DISTRICT and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

#### **XII. ADDITIONAL SERVICES**

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid at the rates set forth in Section D, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

#### **XIII. SUCCESSORS AND ASSIGNS**

DISTRICT and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

#### **XIV. TIME OF PERFORMANCE**

Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of DISTRICT.

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



**PASADENA UNIFIED SCHOOL DISTRICT**  
**Professional Services Agreement For**  
**Hazardous Materials Testing Services – Measure O Bond Program**

**DISTRICT:**  
**PASADENA UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
**Signature**  
**Leslie Barnes, Ed.D., Chief Business Officer**

\_\_\_\_\_  
**Date**

**CONSULTANT:**  
**Citadel Environmental Services, Inc., dba Citadel EHS**

Kier DeLeo

Principal, BSci

**Printed Name**

A handwritten signature in black ink, appearing to read "Kier DeLeo", written over a horizontal line.

**Title**

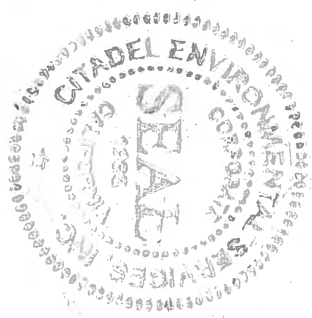
3/8/2022

**Signature**

**Date**

**Authorized Officers or Agents**

**(CORPORATE SEAL)**



## **GENERAL TERMS AND CONDITIONS**

### **1. PROPOSAL ACCEPTANCE.**

Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after receipt unless otherwise stipulated. The DISTRICT reserves the right to accept or reject any and all proposals and reserves the right to waive any informality.

### **2. CONTRACT RENEWAL**

DISTRICT will issue a contract that will have rates CONSULTANT for the initial term of the contract. Pricing changes may be considered by DISTRICT for additional contract terms; however, DISTRICT may cancel the contract if a requested price change is not acceptable. All contract renewals must be done in writing.

### **3. EXECUTION OF THE CONTRACT**

The contract shall be signed by the Proposer and returned, along with the required attachments to DISTRICT within 10 working days. The period for execution may be changed by mutual agreement of the parties. Contracts are not effective until approved by the appropriate DISTRICT officials. Any work performed prior to receipt of a fully executed contract shall be at Proposer's own risk.

### **4. FAILURE TO EXECUTE THE PROPOSER**

Failure to execute the contract within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the contract. If the successful Proposer refuses or fails to execute the contract, DISTRICT may award the contract to the next qualified highest ranked Proposer.

### **5. PERFORMANCE FAILURE**

If the Proposer fails or neglects to furnish any of the services listed herein at the prices quoted and at the time and places stated or persistently fails to furnish safe and satisfactory equipment or otherwise does not comply with the terms of the contract DISTRICT may, upon written notice to the Proposer, cancel the entire contract or cancel or rescind any or all items affected by such default; and may, regardless of the type of cancellation, procure services elsewhere without notice to the Proposer. The prices paid by DISTRICT at the time such services are procured shall be considered the prevailing market prices.

### **6. TERMINATION OF CONTRACT**

The DISTRICT may terminate the contract at any time for any reason within 10 business days' notice to the Proposer.

### **7. CONTRACT CHANGES.**

No changes or alterations to this contract shall be made without specific prior written approval by the DISTRICT.

**8. INVENTORY OF VEHICLES**

Inventory list of vehicles and Property to be used for the purpose of this contract will be provided to the DISTRICT. This listing shall include the make of the vehicle, body type, year of the vehicle's manufacture, capacity, present mileage, condition for each vehicle, and license plate number.

**9. PROPOSER PERSONNEL**

All personnel assigned to perform under this contract shall be subject to continuous approval by the DISTRICT. All drivers employed or subcontracted by the Proposer to provide services in this Agreement shall have and maintain a valid California Driver License. All drivers shall be subject to a background check prior to the beginning of this contract and once every three years thereafter to the extent allowed by law. Any driver who fails their background check will be immediately removed from servicing the contract.

**10. CONFIDENTIALITY**

Any and all information given to drivers regarding pupils is to be considered confidential and under no conditions shall this information be used to invade privacy rights of the pupils, their parents, guardians or care givers. Any breach of confidentiality may result in removal from DISTRICT routes. All information on old route sheets shall be shredded.

**11. INDEMNIFICATION**

The Proposer will agree to indemnify, defend, and save harmless the DISTRICT, its officers, agents, employees, and volunteers from any and all claims and losses accruing or resulting to any and all persons, CONSULTANTS, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement and from any and all claims and losses resulting to any person, CONSULTANT, or corporation who may be injured or damaged by the Provider in the performance of this agreement.

**12. INSURANCE REQUIREMENTS**

*Refer to the insurance requirements Article VII.*

**13. ANTI-DISCRIMINATION.**

It is the policy of the Pasadena Unified School DISTRICT Board of Education that in connection with all work performed under contracted services, construction and purchasing contracts, there is to be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Proposer agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Proposer agrees to require such compliance by all subProposers employed on the work by him.

**14. GOVERNING LAW.**

This contract shall be governed by and construed in accordance with the laws of the State of

California.

**15. ATTORNEYS' FEES.**

If any action is brought by either party against the other party hereunder, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.

**16. NO ORAL MODIFICATION.**

Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

**17. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Citadel Environmental Services, Inc.**

**2** Business name/disregarded entity name, if different from above  
**DBA: Citadel EHS**

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► \_\_\_\_\_

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Other (see instructions) ► \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
**1725 Victory Blvd.**

**6** City, state, and ZIP code  
**Glendale, CA 91201**

**7** List account number(s) here (optional)

**8** Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

			-			-					
--	--	--	---	--	--	---	--	--	--	--	--

or

**Employer identification number**

9	5	-	4	4	3	5	6	1	2
---	---	---	---	---	---	---	---	---	---

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ► *Shannon Mateik*

Date ► *1/10/2022*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



CITAENV-01

KGODWIN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME:		
	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279	
	E-MAIL ADDRESS: admin@amesgough.com		
	INSURER(S) AFFORDING COVERAGE	NAIC #	
	INSURER A : Homeland Insurance Company of New York	34452	
INSURED  Citadel Environmental Services, Inc. dba: Citadel EHS 1725 Victory Boulevard Glendale, CA 91201-2833	INSURER B : Federal Insurance Company	20281	
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			793-01-08-85-0001	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7359-28-17	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			793-01-08-86-0001	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	7174-98-91	3/1/2022	3/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contr. Pollution			793-01-08-85-0001	3/1/2022	3/1/2023	Per Claim/Aggregate 1,000,000
A	Professional Liab.			793-01-08-85-0001	3/1/2022	3/1/2023	Per Claim/Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Cyber Liability Policy #W2ED26210101 (Insurer: Beazley Syndicate 2623/623 at Lloyd's A+, XV / NAIC #112862) - Eff. 5/06/2021 Exp. 5/06/2022 - \$2,000,000 Per Claim/Aggregate

RE: ALL PROJECTS/OPERATIONS

Pasadena Unified School District (USD), its agents and officers are included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. General Liability includes Additional Insured coverage for On-Going & Completed Operations as required SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

## CANCELLATION

Pasadena Unified School District (USD) 351 S Hudson Avenue Pasadena, CA 91109	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



## ADDITIONAL REMARKS SCHEDULE

AGENCY <b>Ames &amp; Gough</b>		NAMED INSURED <b>Citadel Environmental Services, Inc. dba: Citadel EHS</b> 1725 Victory Boulevard Glendale, CA 91201-2833
POLICY NUMBER <b>SEE PAGE 1</b>		
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Description of Operations/Locations/Vehicles:

by written contract. General Liability, Automobile Liability and Umbrella are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Workers Compensation and Umbrella Liability policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. Umbrella Liability coverage sits excess over General Liability, Automobile Liability, Employers Liability, Contractors Pollution Liability, and Professional Liability coverage.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
SCHEDULED PERSON OR ORGANIZATION – FORM III**

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
Any person or organization that the Named Insured agreed to add as an additional insured in a written contract or written agreement that was fully executed by the Named Insured prior to the performance of the Named Insured's work that is the subject of such written contract or written agreement.	Any location, and completed operations at such location, where required by the written contract or written agreement in which the Named Insured agreed to add the person or organization qualifying as an additional insured under this endorsement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage, environmental damage or personal and advertising injury** caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **bodily injury, property damage or environmental damage** occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain the same.



Policy Number: 793-01-08-85-0001

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
COMPLETED OPERATIONS**

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that the Named Insured agreed to add as an additional insured in a written contract or written agreement that was fully executed by the Named Insured prior to the performance of the Named Insured's work that is the subject of such written contract or written agreement.

**Location And Description Of Completed Operations:**

Any location, and completed operations at such location, where required by the written contract or written agreement in which the Named Insured agreed to add the person or organization qualifying as an additional insured under this endorsement.

- A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage or environmental damage** caused, in whole or in part, by **your work** at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the **products-completed operations hazard**.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to **1. Limits of Insurance** in **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain the same.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to, and will not seek contribution from, any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a named insured under such other insurance; and
- b. The **Named Insured** has agreed in writing in a contract or agreement that this insurance would:
  - (1) Act primary to any other insurance available to the additional insured; and
  - (2) Would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions remain the same.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement only modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

## SCHEDULE

**Name Of Person Or Organization:**

Any person or organization that the "Named Insured" agreed to waive its rights of recovery against in a written contract or written agreement that was fully executed by the "Named Insured" prior to the performance of the "Named Insured's" work that is the subject of such written contract or written agreement. Such waiver will not be broader than the scope of the waiver agreed to by the "Named Insured" in such written contract or written agreement.

**SECTION IV – CONDITIONS, 13. Transfer of Rights of Recovery Against Others To Us** is deleted and replaced with the following:

**13. Transfer of Rights of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing to impair them. At our request, the insured will bring **suit** or transfer those rights to us and help us enforce them. Any recovery will be paid first to us until all amounts we have spent on a **claim** or **suit** have been reimbursed. The insured expressly waives the right to be made whole by any such recovery.

We waive any right of recovery we may have against the person or organization shown in the SCHEDULE above because of payments we make for injury or damage arising out of your ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the person or organization shown in the SCHEDULE above.

All other terms and conditions remain the same.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

This endorsement modifies the Business Auto Coverage Form.

#### **1. EXTENDED CANCELLATION CONDITION**

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

#### **2. BROAD FORM INSURED**

##### **A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds**

The Named Insured shown in the Declarations is amended to include:

- 1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- 2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is an "insured" under any other automobile policy;
  - (b) That has exhausted its Limit of Insurance under any other policy; or
  - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### **B. Employees as Insureds**

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

#### **C. Lessors as Insureds**

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor; and
  - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
    - 1. You;
    - 2. Any of your "employees" or agents; or
    - 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

#### **D. Persons And Organizations As Insureds Under A Written Insured Contract**

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
  - (a) You executed the "insured contract" or written agreement; or
  - (b) The permit has been issued to you.

**3. FELLOW EMPLOYEE COVERAGE**

EXCLUSION B.5. - FELLOW EMPLOYEE – of SECTION II – LIABILITY COVERAGE does not apply.

**4. PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

**5. AUTO LOAN/LEASE GAP COVERAGE**

Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

**c. Unpaid Loan or Lease Amounts**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
  - a. Overdue loan/lease payments at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

**6. RENTAL AGENCY EXPENSE**

Paragraph A. 4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

**d. Rental Expense**

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

**MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:**

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

**7. EXTRA EXPENSE – BROADENED COVERAGE**

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

**e. Recovery Expense**

We will pay for the expense of returning a stolen covered "auto" to you.

**8. AIRBAG COVERAGE**

Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

**9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

Paragraph C.1.b. – LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
  - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
  - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
  - (3) An integral part of such equipment.

**10. GLASS REPAIR – WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**11. TWO OR MORE DEDUCTIBLES**

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same “accident”, the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of “accident”, claim, “suit” or “loss”, you must promptly notify us when the “accident” is known to:
  - (1) You or your authorized representative, if you are an individual;
  - (2) A partner, or any authorized representative, if you are a partnership;
  - (3) A member, if you are a limited liability company; or
  - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an “accident”, claim, “suit” or “loss” by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the “accident” or “loss” occurred;
- (2) The “insured’s” name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

**13. WAIVER OF SUBROGATION**

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for “loss” to which this insurance applies, provided the “insured” has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such “loss”.

To the extent that the “insured’s” rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after “accident” or “loss” to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

**14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

**15. AUTOS RENTED BY EMPLOYEES**

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any “auto” hired or rented by your “employee” on your behalf and at your direction will be considered an “auto” you hire. If an “employee’s” personal insurance also applies on an excess basis to a covered “auto” hired or rented by your “employee” on your behalf and at your direction, this insurance will be primary to the “employee’s” personal insurance.

**16. HIRED AUTO – COVERAGE TERRITORY**

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered “auto” of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

**17. RESULTANT MENTAL ANGUISH COVERAGE**

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the “bodily injury” sustained by that person.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** CITADEL ENVIRONMENTAL SERVICES INC.

**Endorsement Effective Date:** 03/01/2022

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO A CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE PRIMARY AND NON-CONTRIBUTORY INSURANCE.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Item 5. – “**Other Insurance**” of Item B. – “**General Conditions**” under Section IV – “**Business Auto Conditions**”:

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an “insured” of a covered “auto” for which an “insured” is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.



Policy Number: 793-01-08-86-0001

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT**

This endorsement modifies coverage provided under the following:

FOLLOW-FORM EXCESS COVERAGE PART

**SECTION III - CONDITIONS, 9. Other Insurance**, is amended by adding the following paragraph:

This insurance will be considered primary to, and non-contributory with, any other insurance issued directly to a person or organization added as an additional insured under the **underlying insurance**, only if you specifically agree, in a written contract or agreement, that this insurance must be primary to, and non-contributory with, such other insurance.

All other terms and conditions remain the same.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement only modifies coverage provided under the following:

FOLLOW-FORM EXCESS COVERAGE PART

## SCHEDULE

**Name Of Person Or Organization:**

Any person or organization for which the Named Insured has agreed to provide insurance prior to loss as provided by this policy but only to the scope of insurance agreed to by the Named Insured.

1. **SECTION III – CONDITIONS, 13. Transfer of Rights of Recovery Against Others To Us** is deleted and replaced with the following:

**13. Transfer of Rights of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing to impair them. At our request, the insured will bring **suit** or transfer those rights to us and help us enforce them. Any recovery will be paid first to us until all amounts we have spent on a **claim** or **suit** have been reimbursed. The insured expressly waives the right to be made whole by any such recovery.

We waive any right of recovery we may have against the person or organization shown in the SCHEDULE above because of payments we make for injury or damage arising out of your ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the person or organization shown in the SCHEDULE above.

2. The following is added to **SECTION VI - DEFINITIONS**:

**Your work** and **products-completed operations hazard** shall have the same meanings as such terms or equivalent terms in the **underlying insurance**.

All other terms and conditions remain the same.

### Workers' Compensation and Employers' Liability Policy

Named Insured CITADEL ENVIRONMENTAL SERVICES INC.	Endorsement Number
	Policy Number Symbol:      Number: (22) 7174-98-91
Policy Period 03/01/2022 <b>TO</b> 03/01/2023	Effective Date of Endorsement 03/01/2022
Issued By (Name of Insurance Company) Federal Insurance Company	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

### CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

#### Schedule

1. ☐ Specific Waiver

Name of person or organization

Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

All California Operations

3. Premium:

The premium charge for this endorsement shall be   1%   percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium:

\_\_\_\_\_  
Authorized Representative



**PASADENA UNIFIED SCHOOL DISTRICT  
FACILITIES DIVISION**

March 2, 2022

Mario A. Virgen  
Global Environmental Training & Consulting, Inc.  
1520 West Cameron Ave., Suite 103  
West Covina, CA 91790

**RE: NOTICE OF INTENT TO AWARD  
Hazardous Materials Testing Services (Pool) RFQ/P 11-21/22**

Dear Mr. Virgen:

You are hereby notified that Pasadena Unified School District intends to award your firm the Hazardous Materials Testing Services (Pool) contract for the above cited RFQ/P 11-21/22.

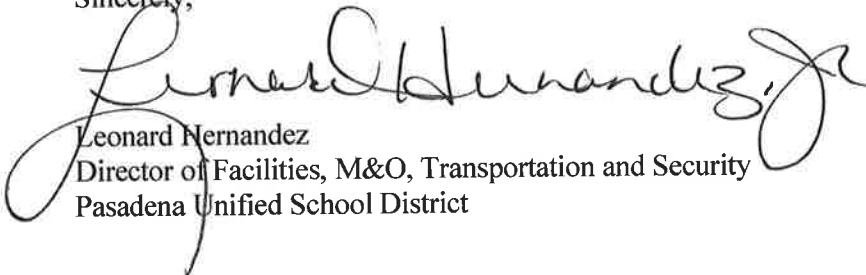
The following must be submitted within ten (10) days of receiving the contract:

1. Provide an executed and complete contract
2. Provide a W-9 form
3. Provide a Certificate of Insurance that complies with Article 6 of the contract.

Failure to comply with these conditions within the time specified will entitle the DISTRICT to consider your proposal abandoned and annul this Notice of Intent to Award.

After you comply with the above-referenced conditions, the DISTRICT will return to you one (1) fully executed contract. A kick-off meeting will be scheduled promptly at our mutual convenience.

Sincerely,



Leonard Hernandez  
Director of Facilities, M&O, Transportation and Security  
Pasadena Unified School District

cc: Ilene Mehrez, Procurement & Contracts Supervisor  
Teresa Castaneda, Interim Procurement & Contracts Supervisor  
Mia Harrison, Sourcing and Contracts Coordinator  
Teo Sierra, Bond Program Manager Measure O, SafeworkCM  
Kiyana Bella, Sr. Design Manager, SafeworkCM  
Raj Nandi, Program Controls Manager, SafeworkCM  
Files



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For

### Hazardous Materials Testing Services – Measure O Bond Program

#### I. PARTIES

This Agreement for Hazardous Materials Testing Services (the “Agreement”) is made this day of April 25, 2022, between the Pasadena Unified School DISTRICT (hereinafter referred to as “PUSD” or “DISTRICT”) and Global Environmental Training & Consulting, Inc., hereinafter referred to as (the “Consultant”).

DISTRICT hereby engages Consultant to render described services under the terms and conditions of this agreement.

#### II. PERFORMANCE OF SERVICES

Consultant agrees to perform the services described on “Scope of Services” of RFQ/P document (hereinafter “Services”) as an independent Consultant. Consultant will determine the means, manner, method, and details of performing the Services. Consultant shall be responsible for providing the Scope of Services delineated in the **RFQ/P 11-21/22 and Addendum No. 1 and 2 (Attachment A)**. Scope of Services Section of the **RFQ/P 11-21/22** is attached heretosolety for the purpose of defining the scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between the terms in Section D and the Agreement, the terms of this Agreement shall control and prevail. The parties agree that any term contained in Scope of Services Section from the **RFQ/P 11-21/22** that adds to, varies or conflicts with the terms of this Agreement is null and void.

#### III. COMPENSATION

The DISTRICT hereby agrees to pay Consultant for the performance of services; compensation based upon time and materials and the attached fee schedule set forth in **Bid Form D (Attachment B)** on a per project basis. In no event shall Consultant’s compensation exceed Two Hundred and Fifty Thousand Dollars (\$250,000.00). Consultant shall be responsible for all expenses incurred in association with the performance of the Services unless otherwise permitted under Section D. Consultant shall invoice costs monthly for the services provided pursuant to this Agreement from the time the Consultant begins work on the Project. All costs must be supported by an invoice, receipt, or other acceptable documentation.

#### IV. TERMS AND CONDITIONS

The term of this Agreement shall be for two (2) years, commencing on April 25, 2022 ,



## PASADENA UNIFIED SCHOOL DISTRICT

### Professional Services Agreement For

### Hazardous Materials Testing Services – Measure O Bond Program

through April 24, 2024. For the period of July 1, 2021 through June 30, 2024, the DISTRICT hereby agrees to pay the Contractor in connection with the above referenced services as authorized at the rates described on **Bid Form D (Attachment B)**. Contractor shall bill the DISTRICT as services are provided subject to the terms and conditions set forth in Article III – Compensation, above. This Agreement may be renewed, at the option of the District, for up to three (3) additional years upon mutual agreement.

#### V. DOCUMENTATION; RETENTION OF MATERIALS

Consultant shall maintain adequate documentation to substantiate all charges.

- a. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of DISTRICT for inspection at any reasonable time.
- b. Consultant shall maintain the records or any other records related to the performance of this Agreement and shall allow DISTRICT access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

#### VI. INDEMNITY

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

- a. Workers Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's sub-consultant'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, CONSULTANT or corporation employed by the Consultant or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent Architects who are directly employed by the DISTRICT;



## PASADENA UNIFIED SCHOOL DISTRICT

### Professional Services Agreement For

### Hazardous Materials Testing Services – Measure O Bond Program

c. **Professional Liability:** Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Consultant, or any person, CONSULTANT or corporation employed by the Consultant, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, CONSULTANT or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by Consultant in accordance with this Agreement, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

d. The Consultant, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article VI, Sections 1(a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

## VII. INSURANCE

Consultant shall procure and maintain from the Start Date until final payment is made to the Consultant, and shall require all sub-consultants to so procure and maintain for all periods during which such sub-consultants 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 Consultant's obligations under this contract.***

a. Minimum insurance coverage amounts:

1. General Liability Insurance with a combined single limit of no less than \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage.

*\*Pasadena USD, its agents and officers, must be named as an additional insured.*

2. Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than \$1,000,000 per accident.

*\*Pasadena USD, its agents and officers, must be named as an additional insured.*

3. Errors & Omissions Insurance, with limits of \$1,000,000 per claim/\$2,000,000 aggregate.

*\*Pasadena USD, its agents and officers, must be named as an additional insured*

4. Workers Compensation – Statutory Limits, waiver of subrogation



## PASADENA UNIFIED SCHOOL DISTRICT

### Professional Services Agreement For Hazardous Materials Testing Services – Measure O Bond Program

- required.
5. Cyber Liability Insurance, with limits of \$1,000,000 per claim/  
\$2,000,000  
aggregate.  
*\*Pasadena USD, its agents and officers, must be named as an  
additional insured*

- b. 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 Consultant.
- c. If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to the Agreement, the same shall be deemed a material breach of contract. The DISTRICT, at its sole option, may terminate this Agreement and obtain damages from the Consultant 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 Consultant, DISTRICT may deduct from sums due to the Consultant any premium costs advanced by the DISTRICT for such insurance.
- d. 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.
- e. Verification of Coverage, Consultant 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.
- f. 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.

#### VIII. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of DISTRICT, in DISTRICT's sole and absolute



## PASADENA UNIFIED SCHOOL DISTRICT

### Professional Services Agreement For

### Hazardous Materials Testing Services – Measure O Bond Program

discretion. Consultant agrees that the DISTRICT shall have the right to approve any and all subConsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such sub-consultants.

#### IX. TERMINATION

- a. Termination Without Cause. This Agreement may be terminated by DISTRICT without cause upon ten (10) days written notice to Consultant. If this Agreement is so terminated, Consultant shall be paid for all services satisfactorily rendered and expenses incurred to the date of receipt of notice of termination.

Upon such termination, Consultant shall submit to DISTRICT an itemized statement of services performed as of the date of termination. These services may include both completed work and work in progress at the time of termination. DISTRICT shall pay Consultant for any services for which compensation is owed; provided, however, DISTRICT shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to DISTRICT all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of DISTRICT without additional compensation to Consultant.

- b. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated immediately by either party upon written notice of default or breach to the other party as follows:

- i. If Consultant fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or
- ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Consultant to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
- iii. If Consultant becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
- iv. If DISTRICT materially breaches any material duty under this Agreement



## PASADENA UNIFIED SCHOOL DISTRICT

### Professional Services Agreement For

### Hazardous Materials Testing Services – Measure O Bond Program

and any such breach impairs Consultant's ability to perform; or

v. If it is found by DISTRICT that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Consultant, or any agent or representative of Consultant, to any officer or employee of the DISTRICT with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract.

c. Opportunity to Cure. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified above, and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

d. Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this paragraph survive termination:

i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

ii. Consultant shall satisfactorily complete work in progress at the agreed rate

iii. (or a pro rata basis if necessary) if so requested by DISTRICT;

iv. Consultant shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by DISTRICT;

v. Consultant shall promptly deliver to DISTRICT possession all proprietary information.

## x. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail. The foregoing addresses may be changed by written



## PASADENA UNIFIED SCHOOL DISTRICT

### Professional Services Agreement For Hazardous Materials Testing Services – Measure O Bond Program

notice to the other party as provided herein.

#### To the CONSULTANT:

<b>Name:</b>	Mario Virgen, President		
<b>Company:</b>	Global Environmental Training & Consulting, Inc		
<b>Address:</b>	1520 West Cameron Ave., Suite 103		
	West Covina, CA 91790		
<b>Telephone:</b>	(626) 962-4436	<b>email:</b>	mario.virgen@globalenvirotraining.com

#### To the DISTRICT:

<b>Name:</b>	Leslie Barnes, Ed.D. Chief Business Officer
	Pasadena Unified School DISTRICT
<b>Address:</b>	351 S. Hudson Ave., Room 102
	Pasadena, CA 91109
<b>Telephone:</b>	626-396-3600

#### **XI. INDEPENDENT CONSULTANT**

- a. It is understood and agreed that Consultant (including Consultant's employees) is an independent Consultant and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of DISTRICT. DISTRICT is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent Consultant, Consultant hereby agrees to indemnify and hold DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.
- b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of DISTRICT as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use DISTRICT facilities, space,



## PASADENA UNIFIED SCHOOL DISTRICT

### Professional Services Agreement For

### Hazardous Materials Testing Services – Measure O Bond Program

equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the DISTRICT does not require that Consultant use DISTRICT facilities, equipment or support services or work in DISTRICT locations in the performance of this Agreement.

- c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subConsultants.
- d. Nothing in this Agreement shall be construed to create an exclusive relationship between DISTRICT and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

#### **XII. ADDITIONAL SERVICES**

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid at the rates set forth in Section D, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

#### **XIII. SUCCESSORS AND ASSIGNS**

DISTRICT and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

#### **XIV. TIME OF PERFORMANCE**

Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of DISTRICT.

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



## PASADENA UNIFIED SCHOOL DISTRICT

Professional Services Agreement For  
Hazardous Materials Testing Services – Measure O Bond Program

**DISTRICT:**  
PASADENA UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
**Signature**  
Leslie Barnes, Ed.D., Chief Business Officer

\_\_\_\_\_  
**Date**

**CONSULTANT:**  
Global Environmental Training & Consulting, Inc.

\_\_\_\_\_  
*Mario A. Virgen*

\_\_\_\_\_  
*President*

**Printed Name**

**Title**

\_\_\_\_\_  
*[Signature]*

\_\_\_\_\_  
*3/21/22*

**Signature**

**Date**

Authorized Officers or Agents



## **GENERAL TERMS AND CONDITIONS**

### **1. PROPOSAL ACCEPTANCE.**

Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after receipt unless otherwise stipulated. The DISTRICT reserves the right to accept or reject any and all proposals and reserves the right to waive any informality.

### **2. CONTRACT RENEWAL**

DISTRICT will issue a contract that will have rates CONSULTANT for the initial term of the contract. Pricing changes may be considered by DISTRICT for additional contract terms; however, DISTRICT may cancel the contract if a requested price change is not acceptable. All contract renewals must be done in writing.

### **3. EXECUTION OF THE CONTRACT**

The contract shall be signed by the Proposer and returned, along with the required attachments to DISTRICT within 10 working days. The period for execution may be changed by mutual agreement of the parties. Contracts are not effective until approved by the appropriate DISTRICT officials. Any work performed prior to receipt of a fully executed contract shall be at Proposer's own risk.

### **4. FAILURE TO EXECUTE THE PROPOSER**

Failure to execute the contract within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the contract. If the successful Proposer refuses or fails to execute the contract, DISTRICT may award the contract to the next qualified highest ranked Proposer.

### **5. PERFORMANCE FAILURE**

If the Proposer fails or neglects to furnish any of the services listed herein at the prices quoted and at the time and places stated or persistently fails to furnish safe and satisfactory equipment or otherwise does not comply with the terms of the contract DISTRICT may, upon written notice to the Proposer, cancel the entire contract or cancel or rescind any or all items affected by such default; and may, regardless of the type of cancellation, procure services elsewhere without notice to the Proposer. The prices paid by DISTRICT at the time such services are procured shall be considered the prevailing market prices.

### **6. TERMINATION OF CONTRACT**

The DISTRICT may terminate the contract at any time for any reason within 10 business days' notice to the Proposer.

### **7. CONTRACT CHANGES.**

No changes or alterations to this contract shall be made without specific prior written approval by the DISTRICT.

**8. INVENTORY OF VEHICLES**

Inventory list of vehicles and Property to be used for the purpose of this contract will be provided to the DISTRICT. This listing shall include the make of the vehicle, body type, year of the vehicle's manufacture, capacity, present mileage, condition for each vehicle, and license plate number.

**9. PROPOSER PERSONNEL**

All personnel assigned to perform under this contract shall be subject to continuous approval by the DISTRICT. All drivers employed or subcontracted by the Proposer to provide services in this Agreement shall have and maintain a valid California Driver License. All drivers shall be subject to a background check prior to the beginning of this contract and once every three years thereafter to the extent allowed by law. Any driver who fails their background check will be immediately removed from servicing the contract.

**10. CONFIDENTIALITY**

Any and all information given to drivers regarding pupils is to be considered confidential and under no conditions shall this information be used to invade privacy rights of the pupils, their parents, guardians or care givers. Any breach of confidentiality may result in removal from DISTRICT routes. All information or old route sheets shall be shredded.

**11. INDEMNIFICATION**

The Proposer will agree to indemnify, defend, and save harmless the DISTRICT, its officers, agents, employees, and volunteers from any and all claims and losses accruing or resulting to any and all persons, CONSULTANTS, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement and from any and all claims and losses resulting to any person, CONSULTANT, or corporation who may be injured or damaged by the Provider in the performance of this agreement.

**12. INSURANCE REQUIREMENTS**

*Refer to the insurance requirements Article VII.*

**13. ANTI-DISCRIMINATION**

It is the policy of the Pasadena Unified School DISTRICT Board of Education that in connection with all work performed under contracted services, construction and purchasing contracts, there is to be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Proposer agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Proposer agrees to require such compliance by all subProposers employed on the work by him.

**14. GOVERNING LAW**

This contract shall be governed by and construed in accordance with the laws of the State of

California.

**15. ATTORNEYS' FEES.**

If any action is brought by either party against the other party hereunder, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.

**16. NO ORAL MODIFICATION.**

Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

**17. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Global Environmental Training &amp; Consulting Inc.</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>1520 W. Cameron Ave Suite 103</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>West Covina, CA 91790</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-			-			
or									
Employer identification number									
2	0	-	2	5	4	1	9	6	7

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► <b>3/21/22</b>
-----------	--	-----------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MMDD/YYYY)

3/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATEHOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATEHOLDER.

IMPORTANT: If the certificateholder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificateholder in lieu of such endorsement(s).

PRODUCER <b>ISU INS SERV - BC ENV BROKERAGE</b> <b>1037 Suncast Ln Ste 103</b> <b>El Dorado Hills, CA 95762</b>	CONTACT NAME: <b>DINA ATHEY</b>	
	PHONE (A/C, No, Ext): <b>(916)939-1080</b>	FAX (A/C, No): <b>(916)939-1085</b>
INSURED <b>GLOBAL ENVIRONMENTAL TRAINING &amp; CONSULTING, INC.</b> <b>1520 W. CAMERON AVE., SUITE 103</b> <b>WEST COVINA, CA 91790</b>	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: <b>ADMIRAL INSURANCE COMPANY</b>	NAIC#: <b>24856</b>
	INSURER B: <b>STATE COMPENSATION INS FUND</b>	<b>35076</b>
	INSURER C: <b>NATIONAL SPECIALTY INS. CO.</b>	<b>22608</b>
	INSURER D:	
INSURER E:		
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MMDD/YYYY)	POLICY EXP (MMDD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		FEI-ECC-14127-09	03/21/22	03/21/23	EACH OCCURRENCE \$ <b>2,000,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>50,000</b>
	<u>CONT. POLLUTION (OCC)</u>						MED EXP (Any one person) \$ <b>5,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ <b>2,000,000</b>
	OTHER:						GENERAL AGGREGATE \$ <b>2,000,000</b>
							PRODUCTS - COMP/OPAGG \$ <b>2,000,000</b>
A	AUTOMOBILE LIABILITY			FEI-ECC-14127-09 INC. IN GL	03/21/22	03/21/23	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$				
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per accident) \$				
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	PROPERTY DAMAGE (Per accident) \$				
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		1972609-21	09/02/21	09/02/22	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ <b>1,000,000</b>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
							E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
A	PROF. LIAB (CLMS-MD)			FEI-ECC-14127-08 PL RETRO: 3/21/98	03/21/22	03/21/23	\$1,000,000 OCCURENCE
C	CYBER LIABILITY			BLU-CB-LCHV19ML0	03/21/22	03/21/23	\$2,000,000 AGGREGATE \$2M OCCUR/\$2M AGGR

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: ALL OPERATIONS

PASADENA UNIFIED SCHOOL DISTRICT, ITS BOARD, OFFICIALS EMPLOYEES AND AGENTS ARE NAMED AS ADDITIONAL INSURED PER THE ATTACHED ENDORSEMENT. WAIVER OF SUBROGATION APPLIES PER THE ATTACHED ENDORSEMENT.  
(BLANKET ENDORSEMENTS ATTACHED)

## CERTIFICATE HOLDER

## CANCELLATION

**PASADENA UNIFIED SCHOOL DISTRICT**  
**ITS AGENTS AND OFFICERS**  
**351 HUDSON AVE.**  
**PASADENA, CA 91109**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## Automatic Additional Insured – Owners, Lessees or Contractors

---

This endorsement, effective 3/21/2024 attaches to and forms a part of Policy Number FEI-ECC-14127-0; . This endorsement changes the Policy. Please read it carefully.

---

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART

#### SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.



## Additional Insured – Owners, Lessees or Contractors – Completed Operations

This endorsement, effective 3/21/2024 attaches to and forms a part of Policy Number FEI-ECC-14127-0; . This endorsement changes the Policy. Please read it carefully.

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



## Automatic Waiver of Subrogation Endorsement

---

This endorsement, effective 3/21/2024 attaches to and forms a part of Policy Number FEI-ECC-14127-0; . This endorsement changes the Policy. Please read it carefully.

---

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide a waiver of subrogation. However, this status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the *insured's* work done under a contract with that person or organization. The waiver applies only to the person or organization in the above Schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.



**PASADENA UNIFIED SCHOOL DISTRICT  
FACILITIES DIVISION**

March 2, 2022

Jack McCubbin  
Millennium Consulting Associates Inc.  
14241 E. Firestone Blvd., Suite 300  
La Mirada, CA 90638

**RE: NOTICE OF INTENT TO AWARD  
Hazardous Materials Testing Services (Pool) RFQ/P 11-21/22**

Dear Mr. McCubbin:

You are hereby notified that Pasadena Unified School District intends to award your firm the Hazardous Materials Testing Services (Pool) contract for the above cited RFQ/P 11-21/22.

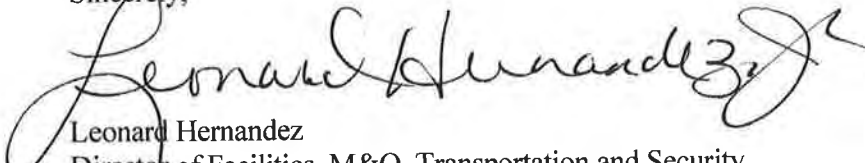
The following must be submitted within ten (10) days of receiving the contract:

1. Provide an executed and complete contract
2. Provide a W-9 form
3. Provide a Certificate of Insurance that complies with Article 6 of the contract.

Failure to comply with these conditions within the time specified will entitle the DISTRICT to consider your proposal abandoned and annul this Notice of Intent to Award.

After you comply with the above-referenced conditions, the DISTRICT will return to you one (1) fully executed contract. A kick-off meeting will be scheduled promptly at our mutual convenience.

Sincerely,



Leonard Hernandez  
Director of Facilities, M&O, Transportation and Security  
Pasadena Unified School District

cc. Ilene Mehrez, Procurement & Contracts Supervisor  
Teresa Castaneda, Interim Procurement & Contracts Supervisor  
Mia Harrison, Sourcing and Contracts Coordinator  
Teo Sierra, Bond Program Manager Measure O, SafeworkCM  
Kiyana Bella, Sr. Design Manager, SafeworkCM  
Raj Nandi, Program Controls Manager, SafeworkCM  
Files



**PASADENA UNIFIED SCHOOL DISTRICT**  
**Professional Services Agreement For**  
**Hazardous Materials Testing Services – Measure O Bond Program**

**I. PARTIES**

This Agreement for Hazardous Materials Testing Services (the “Agreement”) is made this day of April 25, 2022, between the Pasadena Unified School DISTRICT (hereinafter referred to as “PUSD” or “DISTRICT”) and Millennium Consulting Associates Inc., hereinafter referred to as (the “Consultant”).

DISTRICT hereby engages Consultant to render described services under the terms and conditions of this agreement.

**II. PERFORMANCE OF SERVICES**

Consultant agrees to perform the services described on “Scope of Services” of RFQ/P document (hereinafter “Services”) as an independent Consultant. Consultant will determine the means, manner, method, and details of performing the Services. Consultant shall be responsible for providing the Scope of Services delineated in the **RFQ/P 11-21/22 and Addendum No. 1 and 2 (Attachment A)**. Scope of Services Section of the **RFQ/P 11-21/22** is attached heretosoely for the purpose of defining the scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between the terms in Section D and the Agreement, the terms of this Agreement shall control and prevail. The parties agree that any term contained in Scope of Services Section from the **RFQ/P 11-21/22** that adds to, varies or conflicts with the terms of this Agreement is null and void.

**III. COMPENSATION**

The DISTRICT hereby agrees to pay Consultant for the performance of services; compensation based upon time and materials and the attached fee schedule set forth in **Bid Form D (Attachment B)** on a per project basis. In no event shall Consultant’s compensation exceed Two Hundred and Fifty Thousand Dollars (\$250,000.00). Consultant shall be responsible for all expenses incurred in association with the performance of the Services unless otherwise permitted under Section D. Consultant shall invoice costs monthly for the services provided pursuant to this Agreement from the time the Consultant begins work on the Project. All costs must be supported by an invoice, receipt, or other acceptable documentation.

**IV. TERMS AND CONDITIONS**

The term of this Agreement shall be for two (2) years, commencing on April 25, 2022 ,



## PASADENA UNIFIED SCHOOL DISTRICT

### Professional Services Agreement For

#### Hazardous Materials Testing Services – Measure O Bond Program

through April 24, 2024. For the period of July 1, 2021 through June 30, 2024, the DISTRICT hereby agrees to pay the Contractor in connection with the above referenced services as authorized at the rates described on **Bid Form D (Attachment B)**. Contractor shall bill the DISTRICT as services are provided subject to the terms and conditions set forth in Article III – Compensation, above. This Agreement may be renewed, at the option of the District, for up to three (3) additional years upon mutual agreement.

#### V. DOCUMENTATION; RETENTION OF MATERIALS

Consultant shall maintain adequate documentation to substantiate all charges.

- a. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of DISTRICT for inspection at any reasonable time.
- b. Consultant shall maintain the records or any other records related to the performance of this Agreement and shall allow DISTRICT access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

#### VI. INDEMNITY

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

- a. Workers Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's sub-consultant'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, CONSULTANT or corporation employed by the Consultant or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent Architects who are directly employed by the DISTRICT;



## PASADENA UNIFIED SCHOOL DISTRICT

### Professional Services Agreement For

### Hazardous Materials Testing Services – Measure O Bond Program

c. Professional Liability: Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Consultant, or any person, CONSULTANT or corporation employed by the Consultant, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, CONSULTANT or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by Consultant in accordance with this Agreement, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

d. The Consultant, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article VI, Sections 1(a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

## VII. INSURANCE

Consultant shall procure and maintain from the Start Date until final payment is made to the Consultant, and shall require all sub-consultants to so procure and maintain for all periods during which such sub-consultants 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 Consultant's obligations under this contract.***

a. Minimum insurance coverage amounts:

1. General Liability Insurance with a combined single limit of no less than \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage.  
*\*Pasadena USD, its agents and officers, must be named as an additional insured.*
2. Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than \$1,000,000 per accident.  
*\*Pasadena USD, its agents and officers, must be named as an additional insured.*
3. Errors & Omissions Insurance, with limits of \$1,000,000 per claim/\$2,000,000 aggregate.  
*\*Pasadena USD, its agents and officers, must be named as an additional insured*
4. Workers Compensation – Statutory Limits, waiver of subrogation



## PASADENA UNIFIED SCHOOL DISTRICT

### Professional Services Agreement For

### Hazardous Materials Testing Services – Measure O Bond Program

- required.
5. Cyber Liability Insurance, with limits of \$1,000,000 per claim/  
\$2,000,000  
aggregate.  
*\*Pasadena USD, its agents and officers, must be named as an  
additional insured*
- b. 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 Consultant.
- c. If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to the Agreement, the same shall be deemed a material breach of contract. The DISTRICT, at its sole option, may terminate this Agreement and obtain damages from the Consultant 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 Consultant, DISTRICT may deduct from sums due to the Consultant any premium costs advanced by the DISTRICT for such insurance.
- d. 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.
- e. Verification of Coverage, Consultant 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.
- f. 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.

## VIII. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of DISTRICT, in DISTRICT's sole and absolute



**PASADENA UNIFIED SCHOOL DISTRICT**  
**Professional Services Agreement For**  
**Hazardous Materials Testing Services – Measure O Bond Program**

discretion. Consultant agrees that the DISTRICT shall have the right to approve any and all subConsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such sub-consultants.

**IX. TERMINATION**

- a. Termination Without Cause. This Agreement may be terminated by DISTRICT without cause upon ten (10) days written notice to Consultant. If this Agreement is so terminated, Consultant shall be paid for all services satisfactorily rendered and expenses incurred to the date of receipt of notice of termination.

Upon such termination, Consultant shall submit to DISTRICT an itemized statement of services performed as of the date of termination. These services may include both completed work and work in progress at the time of termination. DISTRICT shall pay Consultant for any services for which compensation is owed; provided, however, DISTRICT shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to DISTRICT all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of DISTRICT without additional compensation to Consultant.

- b. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated immediately by either party upon written notice of default or breach to the other party as follows:
- i. If Consultant fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or
  - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Consultant to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
  - iii. If Consultant becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
  - iv. If DISTRICT materially breaches any material duty under this Agreement



## PASADENA UNIFIED SCHOOL DISTRICT

### Professional Services Agreement For

#### Hazardous Materials Testing Services – Measure O Bond Program

and any such breach impairs Consultant's ability to perform; or

- v. If it is found by DISTRICT that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Consultant, or any agent or representative of Consultant, to any officer or employee of the DISTRICT with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract.
- c. Opportunity to Cure. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified above, and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- d. Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this paragraph survive termination:
  - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
  - ii. Consultant shall satisfactorily complete work in progress at the agreed rate
  - iii. (or a pro rata basis if necessary) if so requested by DISTRICT;
  - iv. Consultant shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by DISTRICT;
  - v. Consultant shall promptly deliver to DISTRICT possession all proprietary information.

#### **X. NOTICES**

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail. The foregoing addresses may be changed by written



**PASADENA UNIFIED SCHOOL DISTRICT**  
**Professional Services Agreement For**  
**Hazardous Materials Testing Services – Measure O Bond Program**

notice to the other party as provided herein.

**To the CONSULTANT:**

<b>Name:</b>	Jack McCubbin, Managing Principal		
<b>Company:</b>	Millennium Consulting Associates Inc.		
<b>Address:</b>	14241 E. Firestone Blvd., Suite 300		
	La Mirada, CA 90638		
<b>Telephone:</b>	(424) 293-8845	<b>email:</b>	jmcubbin@mecaenviro.com

**To the DISTRICT:**

<b>Name:</b>	Leslie Barnes, Ed.D. Chief Business Officer		
	Pasadena Unified School DISTRICT		
<b>Address:</b>	351 S. Hudson Ave., Room 102		
	Pasadena, CA 91109		
<b>Telephone:</b>	626-396-3600		

**XI. INDEPENDENT CONSULTANT**

- a. It is understood and agreed that Consultant (including Consultant's employees) is an independent Consultant and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of DISTRICT. DISTRICT is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent Consultant, Consultant hereby agrees to indemnify and hold DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.
- b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of DISTRICT as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use DISTRICT facilities, space,



## **PASADENA UNIFIED SCHOOL DISTRICT**

### **Professional Services Agreement For**

#### **Hazardous Materials Testing Services – Measure O Bond Program**

equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the DISTRICT does not require that Consultant use DISTRICT facilities, equipment or support services or work in DISTRICT locations in the performance of this Agreement.

- c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subConsultants.
- d. Nothing in this Agreement shall be construed to create an exclusive relationship between DISTRICT and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

#### **XII. ADDITIONAL SERVICES**

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid at the rates set forth in Section D, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

#### **XIII. SUCCESSORS AND ASSIGNS**

DISTRICT and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

#### **XIV. TIME OF PERFORMANCE**

Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of DISTRICT.

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



**PASADENA UNIFIED SCHOOL DISTRICT**  
**Professional Services Agreement For**  
**Hazardous Materials Testing Services – Measure O Bond Program**

**DISTRICT:**  
**PASADENA UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
**Signature**  
**Leslie Barnes, Ed.D., Chief Business Officer**

\_\_\_\_\_  
**Date**

**CONSULTANT:**  
**Millennium Consulting Associates Inc.**

JACK McCUTCHEN

President

**Printed Name**

[Signature]

**Title**

3/9/22

**Signature**

**Date**

Authorized Officers or Agents

(CORPORATE SEAL)

## **GENERAL TERMS AND CONDITIONS**

### **1. PROPOSAL ACCEPTANCE.**

Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after receipt unless otherwise stipulated. The DISTRICT reserves the right to accept or reject any and all proposals and reserves the right to waive any informality.

### **2. CONTRACT RENEWAL**

DISTRICT will issue a contract that will have rates CONSULTANT for the initial term of the contract. Pricing changes may be considered by DISTRICT for additional contract terms; however, DISTRICT may cancel the contract if a requested price change is not acceptable. All contract renewals must be done in writing.

### **3. EXECUTION OF THE CONTRACT**

The contract shall be signed by the Proposer and returned, along with the required attachments to DISTRICT within 10 working days. The period for execution may be changed by mutual agreement of the parties. Contracts are not effective until approved by the appropriate DISTRICT officials. Any work performed prior to receipt of a fully executed contract shall be at Proposer's own risk.

### **4. FAILURE TO EXECUTE THE PROPOSER**

Failure to execute the contract within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the contract. If the successful Proposer refuses or fails to execute the contract, DISTRICT may award the contract to the next qualified highest ranked Proposer.

### **5. PERFORMANCE FAILURE**

If the Proposer fails or neglects to furnish any of the services listed herein at the prices quoted and at the time and places stated or persistently fails to furnish safe and satisfactory equipment or otherwise does not comply with the terms of the contract DISTRICT may, upon written notice to the Proposer, cancel the entire contract or cancel or rescind any or all items affected by such default; and may, regardless of the type of cancellation, procure services elsewhere without notice to the Proposer. The prices paid by DISTRICT at the time such services are procured shall be considered the prevailing market prices.

### **6. TERMINATION OF CONTRACT**

The DISTRICT may terminate the contract at any time for any reason within 10 business days' notice to the Proposer.

### **7. CONTRACT CHANGES.**

No changes or alterations to this contract shall be made without specific prior written approval by the DISTRICT.

**8. INVENTORY OF VEHICLES**

Inventory list of vehicles and Property to be used for the purpose of this contract will be provided to the DISTRICT. This listing shall include the make of the vehicle, body type, year of the vehicle's manufacture, capacity, present mileage, condition for each vehicle, and license plate number.

**9. PROPOSER PERSONNEL**

All personnel assigned to perform under this contract shall be subject to continuous approval by the DISTRICT. All drivers employed or subcontracted by the Proposer to provide services in this Agreement shall have and maintain a valid California Driver License. All drivers shall be subject to a background check prior to the beginning of this contract and once every three years thereafter to the extent allowed by law. Any driver who fails their background check will be immediately removed from servicing the contract.

**10. CONFIDENTIALITY**

Any and all information given to drivers regarding pupils is to be considered confidential and under no conditions shall this information be used to invade privacy rights of the pupils, their parents, guardians or care givers. Any breach of confidentiality may result in removal from DISTRICT routes. All information or old route sheets shall be shredded.

**11. INDEMNIFICATION**

The Proposer will agree to indemnify, defend, and save harmless the DISTRICT, its officers, agents, employees, and volunteers from any and all claims and losses accruing or resulting to any and all persons, CONSULTANTS, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement and from any and all claims and losses resulting to any person, CONSULTANT, or corporation who may be injured or damaged by the Provider in the performance of this agreement.

**12. INSURANCE REQUIREMENTS**

*Refer to the insurance requirements Article VII.*

**13. ANTI-DISCRIMINATION.**

It is the policy of the Pasadena Unified School DISTRICT Board of Education that in connection with all work performed under contracted services, construction and purchasing contracts, there is to be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Proposer agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Proposer agrees to require such compliance by all subProposers employed on the work by him.

**14. GOVERNING LAW.**

This contract shall be governed by and construed in accordance with the laws of the State of

California.

**15. ATTORNEYS' FEES.**

If any action is brought by either party against the other party hereunder, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.

**16. NO ORAL MODIFICATION.**

Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

**17. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>MECA Consulting, Inc.</b>	
	2 Business name/disregarded entity name, if different from above <b>Millennium Consulting Associates</b>	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. <b>4683 Chabot Drive, Ste. 380</b> 6 City, state, and ZIP code <b>Pleasanton, CA 94588</b> 7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
6	8			-	0	4	4	3	3
								8	4

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►



Date ► 03/08/2022

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)  
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/8/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Van Oppen & Co. 2, Inc. VOCO 2 Insurance & Risk Control Services P.O. Box 793 Teton Village WY 83025	<b>CONTACT NAME:</b> Brenda Todd <b>PHONE (A/C, No, Ext):</b> 800-746-0048 <b>E-MAIL ADDRESS:</b> service@vanoppenco2.com	<b>FAX (A/C, No):</b>
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A: Travelers Property Casualty Company of America		25674
INSURER B: Crum & Forster Specialty Insurance Company		44520
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

**COVERAGES****CERTIFICATE NUMBER:** 657498954**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CPL(Pollution) GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	EPK-138536	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	EPK-138536	2/1/2022	2/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> DED RETENTION \$	Y	Y	EFX-119699	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 XS GL/CPL/E&O/HNO/EL \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-4K715282	5/1/2021	5/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability "Claims Made" Retro: 07/26/1995			EPK-138536	2/1/2022	2/1/2023	Each Claim Aggregate Subject to GL Agg 1,000,000 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Pasadena Unified School District, its board, officials, employees and agents are included as an Additional insured on the General Liability as per written contract. Coverage is Primary and Non-Contributory and a Waiver of Subrogation applies per written contract.

**CERTIFICATE HOLDER****CANCELLATION**

Pasadena Unified School District  
Its Agents and Officers  
740 Woodbury Road  
Altadena CA 91001

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location(s) of Covered Operations</b>
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section III – Who Is An Insured** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” cause, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;  
in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

3. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
4. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

<b>Name of Additional Person(s) or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section III – Who Is An Insured** within the Common Provisions is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the “products-completed operations hazard”.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) or Organization(s)</b>
Blanket when specifically required in a written contract with the named insured.

**SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability caused, in whole or in part, by “your work” for that insured which is performed by you or by those acting on your behalf.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED  
WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
ERRORS AND OMISSIONS LIABILITY COVERAGE PART  
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) or Organization(s)</b>
Blanket when specifically required in a written contract with the named insured.

- A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to “claims” caused in whole or in part, by “your work” for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory, but only in the event of a named insured's sole negligence.

- B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of “your work” performed under a designated project or contract with that person(s) or organization(s).
- C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any “claim” to which the coverage afforded by this Endorsement applies.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDED WAIVER OF TRANSFER OF RIGHTS  
OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
ERRORS AND OMISSIONS LIABILITY COVERAGE PART  
THIRD PARTY POLLUTION LIABILITY COVERAGE PART  
ONSITE CLEANUP COVERAGE PART

**SCHEDULE**

Name of Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

**SECTION VI – COMMON CONDITIONS, item 17. Transfer Of Rights of Recovery Against Others To Us**  
within the Common Provisions is amended by the addition of the following:

Solely as respects the person(s) or organization(s) indicated in the Schedule shown above, we waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of your ongoing operations or “your work” performed under a written contract with that person(s) or organization(s) and included in the “products-completed operations hazard”.

However, this waiver shall not apply to “damages” resulting from the sole negligence of the person(s) or organization(s) indicated in the Schedule shown above.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT – CALIFORNIA  
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

**Schedule**

**Person or Organization**

ANY PERSON OR ORGANIZATION FOR  
WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED  
PRIOR TO LOSS TO FURNISH THIS  
WAIVER.

**INCLUDING:**

HOLDER CONSTRUCTION GROUP, LLC  
AND THE OWNER STACK  
INFRASTRUCTURE SVY02 PHASE 1  
2001 FORTUNE DRIVE SAN JOSE,  
CA 95131

**Job Description**

ENGINEERS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_



**PASADENA UNIFIED SCHOOL DISTRICT  
FACILITIES DIVISION**

March 2, 2022

Michael C. Legerski  
Vista Environmental Consulting, Inc.  
1054 N. Tustin Avenue  
Anaheim, CA 92807

**RE: NOTICE OF INTENT TO AWARD  
Hazardous Materials Testing Services (Pool) RFQ/P 11-21/22**

Dear Mr. Legerski:

You are hereby notified that Pasadena Unified School District intends to award your firm the Hazardous Materials Testing Services (Pool) contract for the above cited RFQ/P 11-21/22.

The following must be submitted within ten (10) days of receiving the contract:

1. Provide an executed and complete contract
2. Provide a W-9 form
3. Provide a Certificate of Insurance that complies with Article 6 of the contract.

Failure to comply with these conditions within the time specified will entitle the DISTRICT to consider your proposal abandoned and annul this Notice of Intent to Award.

After you comply with the above-referenced conditions, the DISTRICT will return to you one (1) fully executed contract. A kick-off meeting will be scheduled promptly at our mutual convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Leonard Hernandez", is written over the typed name and title.

Leonard Hernandez  
Director of Facilities, M&O, Transportation and Security  
Pasadena Unified School District

cc. Ilene Mehrez, Procurement & Contracts Supervisor  
Teresa Castaneda, Interim Procurement & Contracts Supervisor  
Mia Harrison, Sourcing and Contracts Coordinator  
Teo Sierra, Bond Program Manager Measure O, SafeworkCM  
Kiyana Bella, Sr. Design Manager, SafeworkCM  
Raj Nandi, Program Controls Manager, SafeworkCM  
Files



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For Hazardous Materials Testing Services – Measure O Bond Program

### I. PARTIES

This Agreement for Hazardous Materials Testing Services (the “Agreement”) is made this day of April 25, 2022, between the Pasadena Unified School DISTRICT (hereinafter referred to as “PUSD” or “DISTRICT”) and Vista Environmental Consulting, Inc., hereinafter referred to as (the “Consultant”).

DISTRICT hereby engages Consultant to render described services under the terms and conditions of this agreement.

### II. PERFORMANCE OF SERVICES

Consultant agrees to perform the services described on “Scope of Services” of RFQ/P document (hereinafter “Services”) as an independent Consultant. Consultant will determine the means, manner, method, and details of performing the Services. Consultant shall be responsible for providing the Scope of Services delineated in the **RFQ/P 11-21/22 and Addendum No. 1 and 2 (Attachment A)**. Scope of Services Section of the **RFQ/P 11-21/22** is attached heretosoely for the purpose of defining the scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between the terms in Section D and the Agreement, the terms of this Agreement shall control and prevail. The parties agree that any term contained in Scope of Services Section from the **RFQ/P 11-21/22** that adds to, varies or conflicts with the terms of this Agreement is null and void.

### III. COMPENSATION

The DISTRICT hereby agrees to pay Consultant for the performance of services; compensation based upon time and materials and the attached fee schedule set forth in **Bid Form D (Attachment B)** on a per project basis. In no event shall Consultant’s compensation exceed Two Hundred and Fifty Thousand Dollars (\$250,000.00). Consultant shall be responsible for all expenses incurred in association with the performance of the Services unless otherwise permitted under Section D. Consultant shall invoice costs monthly for the services provided pursuant to this Agreement from the time the Consultant begins work on the Project. All costs must be supported by an invoice, receipt, or other acceptable documentation.

### IV. TERMS AND CONDITIONS

The term of this Agreement shall be for two (2) years, commencing on April 25, 2022 ,



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For

### Hazardous Materials Testing Services – Measure O Bond Program

through April 24, 2024. For the period of July 1, 2021 through June 30, 2024, the DISTRICT hereby agrees to pay the Contractor in connection with the above referenced services as authorized at the rates described on **Bid Form D (Attachment B)**. Contractor shall bill the DISTRICT as services are provided subject to the terms and conditions set forth in Article III – Compensation, above. This Agreement may be renewed, at the option of the District, for up to three (3) additional years upon mutual agreement.

#### V. **DOCUMENTATION; RETENTION OF MATERIALS**

Consultant shall maintain adequate documentation to substantiate all charges.

- a. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of DISTRICT for inspection at any reasonable time.
- b. Consultant shall maintain the records or any other records related to the performance of this Agreement and shall allow DISTRICT access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

#### VI. **INDEMNITY**

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

- a. Workers Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's sub-consultant'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, CONSULTANT or corporation employed by the Consultant or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent Architects who are directly employed by the DISTRICT;



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For

### Hazardous Materials Testing Services – Measure O Bond Program

c. **Professional Liability:** Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Consultant, or any person, CONSULTANT or corporation employed by the Consultant, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, CONSULTANT or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by Consultant in accordance with this Agreement, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

d. The Consultant, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article VI, Sections 1(a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

## VII. **INSURANCE**

Consultant shall procure and maintain from the Start Date until final payment is made to the Consultant, and shall require all sub-consultants to so procure and maintain for all periods during which such sub-consultants 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 Consultant's obligations under this contract.***

- a. Minimum insurance coverage amounts:
  1. General Liability Insurance with a combined single limit of no less than \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage.  
*\*Pasadena USD, its agents and officers, must be named as an additional insured.*
  2. Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than \$1,000,000 per accident.  
*\*Pasadena USD, its agents and officers, must be named as an additional insured.*
  3. Errors & Omissions Insurance, with limits of \$1,000,000 per claim/\$2,000,000 aggregate.  
*\*Pasadena USD, its agents and officers, must be named as an additional insured*
  4. Workers Compensation – Statutory Limits, waiver of subrogation



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For

### Hazardous Materials Testing Services – Measure O Bond Program

- required.
5. Cyber Liability Insurance, with limits of \$1,000,000 per claim/  
\$2,000,000  
aggregate.  
*\*Pasadena USD, its agents and officers, must be named as an  
additional insured*
- b. 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 Consultant.
- c. If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to the Agreement, the same shall be deemed a material breach of contract. The DISTRICT, at its sole option, may terminate this Agreement and obtain damages from the Consultant 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 Consultant, DISTRICT may deduct from sums due to the Consultant any premium costs advanced by the DISTRICT for such insurance.
- d. 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.
- e. Verification of Coverage, Consultant 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.
- f. 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.

## VIII. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of DISTRICT, in DISTRICT's sole and absolute



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For

### Hazardous Materials Testing Services – Measure O Bond Program

discretion. Consultant agrees that the DISTRICT shall have the right to approve any and all subConsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such sub-consultants.

#### IX. **TERMINATION**

- a. Termination Without Cause. This Agreement may be terminated by DISTRICT without cause upon ten (10) days written notice to Consultant. If this Agreement is so terminated, Consultant shall be paid for all services satisfactorily rendered and expenses incurred to the date of receipt of notice of termination.

Upon such termination, Consultant shall submit to DISTRICT an itemized statement of services performed as of the date of termination. These services may include both completed work and work in progress at the time of termination. DISTRICT shall pay Consultant for any services for which compensation is owed; provided, however, DISTRICT shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to DISTRICT all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of DISTRICT without additional compensation to Consultant.

- b. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated immediately by either party upon written notice of default or breach to the other party as follows:
  - i. If Consultant fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or
  - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Consultant to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
  - iii. If Consultant becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
  - iv. If DISTRICT materially breaches any material duty under this Agreement



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For

### Hazardous Materials Testing Services – Measure O Bond Program

and any such breach impairs Consultant's ability to perform; or

- v. If it is found by DISTRICT that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Consultant, or any agent or representative of Consultant, to any officer or employee of the DISTRICT with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract.
- c. Opportunity to Cure. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified above, and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- d. Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this paragraph survive termination:
  - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
  - ii. Consultant shall satisfactorily complete work in progress at the agreed rate
  - iii. (or a pro rata basis if necessary) if so requested by DISTRICT;
  - iv. Consultant shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by DISTRICT;
  - v. Consultant shall promptly deliver to DISTRICT possession all proprietary information.

## x. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail. The foregoing addresses may be changed by written



## PASADENA UNIFIED SCHOOL DISTRICT

### Professional Services Agreement For Hazardous Materials Testing Services – Measure O Bond Program

notice to the other party as provided herein.

#### To the CONSULTANT:

<b>Name:</b>	Michael C. Legerski, Principal		
<b>Company:</b>	Vista Environmental Consulting, Inc.		
<b>Address:</b>	1054 N. Tustin Avenue		
	Anaheim, CA 92807		
<b>Telephone:</b>	(714) 289-2600	<b>email:</b>	<a href="mailto:mike@vista-env.com">mike@vista-env.com</a>

#### To the DISTRICT:

<b>Name:</b>	Leslie Barnes, Ed.D. Chief Business Officer		
	Pasadena Unified School DISTRICT		
<b>Address:</b>	351 S. Hudson Ave., Room 102		
	Pasadena, CA 91109		
<b>Telephone:</b>	626-396-3600		

#### **XI. INDEPENDENT CONSULTANT**

- a. It is understood and agreed that Consultant (including Consultant's employees) is an independent Consultant and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of DISTRICT. DISTRICT is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent Consultant, Consultant hereby agrees to indemnify and hold DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.
- b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of DISTRICT as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use DISTRICT facilities, space, equipment or support services in the performance of this Agreement, this use shall



# **PASADENA UNIFIED SCHOOL DISTRICT**

## **Professional Services Agreement For**

### **Hazardous Materials Testing Services – Measure O Bond Program**

be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the DISTRICT does not require that Consultant use DISTRICT facilities, equipment or support services or work in DISTRICT locations in the performance of this Agreement.

- c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subConsultants.
- d. Nothing in this Agreement shall be construed to create an exclusive relationship between DISTRICT and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

#### **XII. ADDITIONAL SERVICES**

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid at the rates set forth in Section D, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

#### **XIII. SUCCESSORS AND ASSIGNS**

DISTRICT and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

#### **XIV. TIME OF PERFORMANCE**

Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of DISTRICT.

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



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For Hazardous Materials Testing Services – Measure O Bond Program

**DISTRICT:**  
**PASADENA UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
**Signature**  
**Leslie Barnes, Ed.D., Chief Business Officer**

\_\_\_\_\_  
**Date**

**CONSULTANT:**  
**Vista Environmental Consulting, Inc.**

\_\_\_\_\_  
Michael Legerski

\_\_\_\_\_  
Principal

**Printed Name**

\_\_\_\_\_  
*Michael C. Legerski*

**Title**

\_\_\_\_\_  
03/08/2022

**Signature**

**Date**

Authorized Officers or Agents

(CORPORATE SEAL)

## **GENERAL TERMS AND CONDITIONS**

### **1. PROPOSAL ACCEPTANCE.**

Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after receipt unless otherwise stipulated. The DISTRICT reserves the right to accept or reject any and all proposals and reserves the right to waive any informality.

### **2. CONTRACT RENEWAL**

DISTRICT will issue a contract that will have rates CONSULTANT for the initial term of the contract. Pricing changes may be considered by DISTRICT for additional contract terms; however, DISTRICT may cancel the contract if a requested price change is not acceptable. All contract renewals must be done in writing.

### **3. EXECUTION OF THE CONTRACT**

The contract shall be signed by the Proposer and returned, along with the required attachments to DISTRICT within 10 working days. The period for execution may be changed by mutual agreement of the parties. Contracts are not effective until approved by the appropriate DISTRICT officials. Any work performed prior to receipt of a fully executed contract shall be at Proposer's own risk.

### **4. FAILURE TO EXECUTE THE PROPOSER**

Failure to execute the contract within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the contract. If the successful Proposer refuses or fails to execute the contract, DISTRICT may award the contract to the next qualified highest ranked Proposer.

### **5. PERFORMANCE FAILURE**

If the Proposer fails or neglects to furnish any of the services listed herein at the prices quoted and at the time and places stated or persistently fails to furnish safe and satisfactory equipment or otherwise does not comply with the terms of the contract DISTRICT may, upon written notice to the Proposer, cancel the entire contract or cancel or rescind any or all items affected by such default; and may, regardless of the type of cancellation, procure services elsewhere without notice to the Proposer. The prices paid by DISTRICT at the time such services are procured shall be considered the prevailing market prices.

### **6. TERMINATION OF CONTRACT**

The DISTRICT may terminate the contract at any time for any reason within 10 business days' notice to the Proposer.

### **7. CONTRACT CHANGES.**

No changes or alterations to this contract shall be made without specific prior written approval by the DISTRICT.

**8. INVENTORY OF VEHICLES**

Inventory list of vehicles and Property to be used for the purpose of this contract will be provided to the DISTRICT. This listing shall include the make of the vehicle, body type, year of the vehicle's manufacture, capacity, present mileage, condition for each vehicle, and license plate number.

**9. PROPOSER PERSONNEL**

All personnel assigned to perform under this contract shall be subject to continuous approval by the DISTRICT. All drivers employed or subcontracted by the Proposer to provide services in this Agreement shall have and maintain a valid California Driver License. All drivers shall be subject to a background check prior to the beginning of this contract and once every three years thereafter to the extent allowed by law. Any driver who fails their background check will be immediately removed from servicing the contract.

**10. CONFIDENTIALITY**

Any and all information given to drivers regarding pupils is to be considered confidential and under no conditions shall this information be used to invade privacy rights of the pupils, their parents, guardians or care givers. Any breach of confidentiality may result in removal from DISTRICT routes. All information on old route sheets shall be shredded.

**11. INDEMNIFICATION**

The Proposer will agree to indemnify, defend, and save harmless the DISTRICT, its officers, agents, employees, and volunteers from any and all claims and losses accruing or resulting to any and all persons, CONSULTANTS, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement and from any and all claims and losses resulting to any person, CONSULTANT, or corporation who may be injured or damaged by the Provider in the performance of this agreement.

**12. INSURANCE REQUIREMENTS**

*Refer to the insurance requirements Article VII.*

**13. ANTI-DISCRIMINATION.**

It is the policy of the Pasadena Unified School DISTRICT Board of Education that in connection with all work performed under contracted services, construction and purchasing contracts, there is to be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Proposer agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Proposer agrees to require such compliance by all subProposers employed on the work by him.

**14. GOVERNING LAW.**

This contract shall be governed by and construed in accordance with the laws of the State of

California.

**15. ATTORNEYS' FEES.**

If any action is brought by either party against the other party hereunder, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.

**16. NO ORAL MODIFICATION.**

Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

**17. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Vista Environmental Consulting, Inc.</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. <b>2984 Teagarden St.</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>San Leandro, CA 94577</b>	
7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
			-				-		
<b>or</b>									
<b>Employer identification number</b>									
2	7		-	4	5	3	9	7	6

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ► <i>CHLR. Bone</i>	Date ► 01/04/2022
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/4/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Patriot Risk & Insurance Services 2415 Campus Drive, Suite #200 Irvine, CA 92612  www.patriisk.com OK07568	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> (949) 486-7900 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Starr Surplus Lines Insurance Company <b>INSURER B:</b> Starr Indemnity & Liability Company <b>INSURER C:</b> Ohio Security Insurance Company <b>INSURER D:</b> Ohio Casualty Insurance Company <b>INSURER E:</b> Underwriters at Lloyd's, London (VI) <b>INSURER F:</b>	<b>NAIC #</b> 13604 38318 24082 24074 15642
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**COVERAGES****CERTIFICATE NUMBER:** 67060691**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2,500 Deductible <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1000066866211  Package Aggregate: 2,000,000 Incl GL, Prof Liab, Poll	12/31/2021	12/31/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1000636793211  Deductible: \$0	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			1000337254211 Policy Follows Form Over GL/POLL/PROF LIAB/AU/EL	12/31/2021	12/31/2022	EACH OCCURRENCE \$8,000,000 AGGREGATE \$8,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	XWS61332496  Deductible: \$0	12/31/2021	12/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Contractor's Pollution Liability			1000066866211	12/31/2021	12/31/2022	Each Condition: \$2,000,000 - Ded: \$2,500
A	Professional Liab (RetroDate 2/27/07)			1000066866211	12/31/2021	12/31/2022	Each Occurrence: \$2,000,000 - Ded: \$5,000
D	Rented Equipment			BMO57120413	12/31/2021	12/31/2022	\$25,000 Limit w/\$500 Deductible
E	Cyber Liability			ESK0236766456	12/31/2021	12/31/2022	\$1,000,000 w/\$2,500 Deductible

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Hazardous Materials Testing Services (Pool) RFQ/P 11-21-22  
Pasadena Unified School District, their officers and agents are named as Additional Insured,  
Waiver of Subrogation, and Primary/Non-Contributory as respects to General Liability per endorsement  
attached where required by written contract.  
\*30-day notice of cancellation / 10-days for non-payment of premium.

**CERTIFICATE HOLDER**

Pasadena Unified School District  
351 South Hudson Ave.  
Pasadena CA 91101

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dave Jacobson

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ACORD 25 (2016/03)

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization when you have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured.	Where specified by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
All persons or organizations as required by written contract with the named insured	as designated in written contract with the named insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



# Starr Surplus Lines Insurance Company

Chicago, IL 1-646-227-6300

## Primary and Non-contributory, Additional Insured and Waiver of Subrogation

**Policy Number:** 1000066866211

**Effective Date:** 12/31/2021

at 12:01 A.M.

**Named Insured:** Vista Environmental Consulting, Inc.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form  
Owners and Contractors Protective Liability Coverage Form  
Products/Completed Operations Liability Coverage Form  
Contractors Pollution Liability Coverage Form  
Professional Liability Coverage Form  
Site Pollution Liability Coverage Form

### SCHEDULE

Where Required By Written Contract

- A. SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the schedule of this endorsement, but only with respect to liability arising out of "your work" for that insured by or for you.
- B.** As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:
1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insured's shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
  2. We waive any right of recovery we may have against these additional insured's because of payments we make for injury or damage arising out of "your work" done under a written contract with the additional insured.
  3. The term insured is used separately and not collectively, but the inclusion of more than one insured shall not increase the limits or coverage provided by this insurance.

Insureds and Agents are advised that certificates of insurance should be used only to provide evidence of insurance in lieu of an actual copy of the applicable insurance policy. Certificates should not be used to amend, expand or otherwise alter the terms of the actual policy.

All other terms and conditions of this Policy remain unchanged.

**Signed for STARR SURPLUS LINES INSURANCE COMPANY**

  
Charles H. Dangelo, President

  
Nehemiah E. Ginsburg, General Counsel

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

**Topic:** AWARD OF RFQ/P 12-21/22 FOR COMMISSIONING SERVICES

**RECOMMENDATION:** The Governing Board of the Pasadena Unified School District approve the award of RFQ/P 12-21/22 for Commissioning Services to Capital Engineering, Alpers Engineering Group, CBRE Heery, Inc., P2S Engineering, and 3QC.

**Anticipated Effect on Student Outcomes:** The requisition of commissioning services is an integral part for the improvements to school facilities in support of 21st Century learning environments.

**I. BACKGROUND:**

In November 2020, taxpayers of the District passed a \$516,300,000 bond measure to upgrade schools to improve equitable access to technology, attract/retain quality teachers by repairing deteriorating classrooms, bathrooms, roofs, science labs; remove hazardous materials; provide safe drinking water; construct and repair sites, facilities, and equipment.

The objective of this RFQ/P process was to obtain information that will enable the DISTRICT to pre-qualify a limited number (Pool) of full- service CONSULTANT(s) that can assist the District in connection with commissioning services as the District may, from time to time, require, in connection with various facilities improvement projects for the Measure O Bond Program; without the need to pre-qualify CONSULTANT(s) for each project. The District will allocate work to Consultants without having to request and evaluate additional information as to the Consultant's qualifications and schedule of fees submitted in the SOQ. The District is currently engaged in planning numerous construction projects over the next several years as well as other facility improvement projects.

**II. STAFF ANALYSIS:**

The Facilities Department solicited SOQs for the Materials Testing Services on January 24, 2022. The District received eight (8) SOQs and based on their scoring; the staff is recommending awarding the bids to the following firms so that there is a pool of companies to provide Commissioning Services for Measure O Bond Program:

- 1) Capital Engineering
- 2) Alpers Engineering Group
- 3) CBRE Heery, Inc.
- 4) P2S Engineering, Inc.
- 5) 3QC

**Attachment:** RFQ/P 12-21/22 Submissions

**III. FISCAL IMPACT:**

District staff recommends approving the CONSULTANTS's Schedule of Fees and Pricing Table (as submitted in their SOQ's dated February 24, 2022) and an amount not to exceed \$1,250,000 per fiscal year 2022/2023. Funds in the amount not to exceed \$1,250,000 is available in the Measure O accounts.

**Pasadena Unified School District**

**Board of Education Agenda:**

March 24, 2022

**Submitted by:** \_\_\_\_\_

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

**Funding title/code:**

**Title:** Measure O

**Code:** 21.3-97092.0-00000-85000-6275-0000710

Approved:

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

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



# **PASADENA UNIFIED SCHOOL DISTRICT**

## **Procurement & Contracts**

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

### **REQUEST FOR QUALIFICATIONS/PROPOSAL (RFQ/P) No. 12-21/22**

**Commissioning Services (Pool)**

**January 24, 2022**

# **PASADENA UNIFIED SCHOOL DISTRICT**

## **REQUEST FOR QUALIFICATIONS/PROPOSAL**

### **FOR**

### **COMMISSIONING SERVICES (POOL)**

**RFQ/P No. 12-21/22**

#### **IMPORTANT INITIAL INFORMATION**

#### **TENTATIVE TIMELINE:**

Release of RFQ/P:	1/24/2022
RFQ/P Questions/Clarifications Due On:	2/9/2022
Addenda Issue Date:	2/14/2022
SOQ Due Date/Time:	2/24/2022 at 3:00PM
Announcement of Short List Firms:	2/28/2022
Board of Education Approval:	3/24/2022

#### **SUBMISSION:**

**Response to RFQ/P are due at the PUSD Procurement Office located at:**

**PASADENA UNIFIED SCHOOL DISTRICT  
Ilene Mehrez, Procurement & Contracts Supervisor  
351 So. Hudson Avenue, Room 102  
Pasadena, CA. 91101**

**Commissioning Services (Pool)  
Ref.: RFQ/P No. 12-21/22**

## **1. INTRODUCTION**

The PASADENA UNIFIED SCHOOL DISTRICT (PUSD or the “DISTRICT”) is soliciting a Statement of Qualifications (SOQ) from qualified educational and/or architectural firms (the “CONSULTANT”) to provide executive architectural services that will incorporate the educational and facilities needs for the DISTRICT and develop a comprehensive construction implementation plan for the DISTRICT. The executive architectural efforts are funded by bond monies from Measure O Program that was passed and approved by the Pasadena City voters in November 2020.

The District’s mission is to provide rigorous education in an environment that engages and empowers all children to become lifelong learners; our students will be thinking, literate, productive, responsible and ethical, able to compete in and contribute to a diverse society.

## **2. BACKGROUND**

The PASADENA UNIFIED SCHOOL DISTRICT is comprised of twenty-three (23) schools (a complete list can be found here: <https://www.pusd.us/Domain/1222>) in the region drawing from several neighborhoods located in the Cities of Pasadena and Sierra Madre and the Los Angeles County area of Altadena. The schools and educational support programs serve approximately 17, 000 students.

In November 2020, taxpayers of the District passed a \$516,300,000 bond measure to upgrade schools to improve equitable access to technology, attract/retain quality teachers by repairing deteriorating classrooms, bathrooms, roofs, science labs; remove hazardous materials; provide safe drinking water; construct and repair sites, facilities, and equipment. A list of Measure O projects can be found here: <https://www.pusd.us/measureo>.

## **3. PURPOSE**

The purpose of this Request for Qualifications/Proposal (“RFQ/P”), is to obtain information that will allow the District to qualify a number of Consulting Firms to provide Building Commissioning Services (“Services”) for and on behalf of the District on various new construction, renovation and modernization projects. The CONSULTANT will be required to meet with the Executive Architect and Bond Program Manager at the various phases of the design process to ensure all District Standards are followed. The CONSULTANT will also be required to meet with DISTRICT’s facilities department, maintenance and operations (M&O) and Bond Program Manager to address the renovation and modernization schedule of each of the DISTRICT’s facilities assigned to them.

#### **4. DISTRICT GUIDELINES AND EXPECTATIONS**

Upon the DISTRICT'S official selection of the CONSULTANT, the DISTRICT will enter into contract negotiations with the CONSULTANT. The selected CONSULTANT will become the master planner for the DISTRICT. The CONSULTANT must prepare and submit a proposal for the performance of such work for the DISTRICT'S review. Following the DISTRICT'S review, the DISTRICT may, at its sole discretion, issue a contract for Architectural and Engineering services and issue a Notice to Proceed (NTP) authorizing the CONSULTANT to perform work as described in the contract. Subject only to the provisions of said contract, the CONSULTANT shall immediately proceed to perform work in accordance with any such NTP and all terms and conditions of said contract, including the fee schedule which will also be derived from the Request for Qualifications/Pricing ("RFQ/P") process.

This RFQ/P includes the Selection Process – RFQ Schedule, Qualification Submittal Requirements, and the DISTRICT'S Sample Professional Services Agreement

#### **Statement of Qualifications Submittal Deadline for Full Consideration:**

The deadline to submit a SOQ is **February 24, 2022, at 3:00PM**. The DISTRICT will not receive late SOQs.

#### **Requests for Clarification**

All requests for clarification or interpretation, either administrative or technical, must be submitted by **February 9, 2022, at 3:00PM** via e-mail to Ilene Mehrez at [mehrez.ilene@pusd.us](mailto:mehrez.ilene@pusd.us), Procurement & Contracts Supervisor and Leonard Hernandez at [hernandez.leonard@pusd.us](mailto:hernandez.leonard@pusd.us), Director of Facilities. A copy of the request for clarification or interpretation should also be emailed to Teo Sierra, Bond Program Manager at [spo-sierrat@pusd.us](mailto:spo-sierrat@pusd.us).

The DISTRICT prohibits respondents from communicating with Project users. Respondents may schedule site visits by contacting Kiyana Bella at [spo-bellak@pusd.us](mailto:spo-bellak@pusd.us).

The DISTRICT shall distribute its responses to requests for clarification or interpretation by posting them on its website at <http://www.PUSD.us/Facilities> by **February 14, 2022**.

#### **NO PRE-REPORT COMMUNICATION**

In order to ensure the integrity of the procurement process and prevent undue influence prior to contract award, the DISTRICT will employ the following rules for post-submission communication. Except for questions submitted prior to the proposal due date and inquires made to the District's Ethics Department, all communications regarding this RFQ/P between potential Proposer(s) and any District officials, personnel, or consultants engaged by the DISTRICT shall be addressed only to the contact person identified in the RFQ/P. At no time PRIOR to the District's public posting of the Board Report shall Proposer(s) contact District officials, personnel, or consultants regarding this

RFQ/P or any contract(s) to be awarded in response hereto. Violations of these protocols may subject Proposer(s) to penalties up to and including disqualification and/or rejection of bid.

Moreover, all Proposer(s) must comply with District Board Policy 3317, Ethics Standards for Contact Between Contractors, Vendors, and Consultants, and Board Members or Employees, available at <https://www.pusd.us/Page/646>. Proposer(s) not in compliance with Board Policy 3317 and the Ethics Standards may be subject penalties up to and including disqualification and/or rejection of bid.

### **Sample Agreement**

The DISTRICT has included a sample copy of its standard Agreement for Professional Services Agreement as “**Attachment 1**” for information only. The final work scope and deliverables schedule is subject to negotiations between the DISTRICT and the CONSULTANT it selects for this RFQ/P.

### **Additional Services**

The DISTRICT may elect, at any time, to amend any contract awarded under this RFQ/P to require the selected CONSULTANT to provide additional services. In such a case, the selected CONSULTANT and the DISTRICT shall mutually agree on the scope and fees associated with any additional services.

## **5. MINIMUM REQUIREMENTS**

The CONSULTANT must have significant in-building commissioning experience, including technical and management expertise on projects of similar scope as described in this RFQ/P.

- A. The principal commissioning authority must have completed at least ten (10) K-12 new construction projects and renovation/modernization projects in California.
- B. Extensive experience in the operation and troubleshooting of HVAC systems and energy management control systems. Specific experience with VRF systems within the last five (5) years
- C. A minimum of five (5) full years of hands-on experience required.
- D. Knowledgeable in building operation and maintenance.
- E. Knowledgeable in test and balance of both air and water systems.
- F. Experienced in energy-efficient equipment design and control strategy optimization.
- G. Direct experience in monitoring and analyzing system operation using energy management control system trending and stand-alone data logging equipment.
- H. Experienced in writing commissioning specifications and reports.
- I. The proposed Commissioning Agent(s) must hold a bachelor’s degree in mechanical or electrical engineering is required.
- J. Certification as a Certified Commissioning Professional with the Building Commissioning Association.

## **6. SCOPE OF SERVICES**

The commissioning services to be provided by the CONSULTANT shall include the following, but not limited to:

- A. The systems to be commissioned are (not limited to):
  - 1. HVAC systems (including those in auditoriums, cafeterias, serving areas, multi-purpose rooms, classrooms buildings, gymnasiums, libraries, sports facilities other than gymnasiums and kitchens)
  - 2. VRF systems (heat recovery ventilators, variable refrigerant flow (VRF) system, fan coil units, and circulating pumps)
  - 3. Chillers and boilers and cooling towers.
  - 4. HVAC Controls Systems to include DDC/BMA interface equipment.
  - 5. Lighting Control Systems.
  - 6. Domestic hot and cold-water systems
  - 7. Public address systems
  - 8. All other systems as directed by the Project Architect and Bond Program Manager
- B. In addition to the above services, CONSULTANT shall provide the following services:
  - 1. Review contractor submittals as applicable for systems to be commissioned.
  - 2. Plan and conduct a pre-construction meeting where the commissioning process requirements are reviewed with the project design and construction team members within 30 days of this contract award.
  - 3. Perform site visits as necessary to observe component and system installations. Attend meetings as required throughout construction with necessary parties attending, to plan, scope, coordinate, and schedule future activities and resolve problems. A dedicated commissioning meeting is not a requirement.
  - 4. The commissioning agent shall attend an existing CM-GC/sub-contractor meeting where during a portion of the meeting commissioning topics are discussed.
  - 5. The commissioning agent (CxA) shall record and distribute meeting notes/minutes for the commissioning portion of the meeting.
  - 6. Review construction meeting minutes for revisions/substitutions relating to the Owner's intent.
  - 7. Create and prepare blank construction pre-functional checklists for all equipment prior to initial start-up. Paper copies of the pre-functional checklists shall be placed in a 3-ring binder and kept in the general contractor's trailer. Completion of the documents shall be by the appropriate contractor performing the work. Electronic sign off and/or processing of pre-functional checklists will not be allowed. Coordinate and assist the Contractors with completion of construction checklists and tracking of checklist completion. Sample completion of construction checklists on a periodic basis to verify that Contractors have implemented a quality process and are meeting the Owner's design intent.
  - 8. Review information required to perform commissioning tasks, including contractor start-up and checkout procedures. Before start-up, gather and review the current control sequences and interlocks, and work with contractors and design team until sufficient clarity has been achieved, in writing, to be able to write detailed testing procedures.

9. Participate in system start-up procedures to ensure compliance with agreed procedures. Review and concur with start-up reports and checklists.
10. Participate in any efforts to finalize sequences of operations with Owner, designers, and contractors.
11. Develop specific functional performance test procedures for commissioned systems with necessary assistance and review from installing Contractors, and provide these for Contractors' review and Owner approval, if required.
12. Coordinate, witness, and approve manual functional performance tests performed by installing Contractors for all commissioned equipment to confirm proper operation of all systems. Provide follow-up review of outstanding issues. Coordinate re-testing as necessary until satisfactory performance is achieved.
13. Reports shall be issued to the contractors and key members of the commissioning team to document apparent deficiencies identified during examination of design and construction documents, daily activities on-site, construction deficiencies, and successful or unsuccessful functional testing results.
14. Analyze any functional performance trend logs and monitoring data to verify performance.
15. Maintain a Master Issue Log as well as a separate record of functional testing results. Report all issues as they occur directly to the Owner. Provide to the Owner written progress reports and test results with recommended actions.
16. Testing shall be performed in both the heating and cooling seasons.
17. Compile and turn over to the Owner a Building Commissioning Report, which shall include:
  - a. An executive overview that includes a list of participants and roles, a brief building description, an overview of the commissioning and testing scope, and a general description of the testing and verification methods.
  - b. For each piece of commissioned equipment the report shall contain the disposition of the Commissioning Authority regarding the adequacy of the equipment, documentation and training in regard to conformance with the construction contract documents in the following areas:
    - i. functional performance and efficiency
    - ii. equipment documentation

The Building Commissioning Report shall also include the issues log, progress reports, test schedules, construction checklists, start-up reports, functional test results and trend log analysis.

## **7. ORGANIZATION OF THE RESPONSE TO THE RFQ/P**

- a. The RFQ/P response content and information shall be organized per the submittal format described herein. Organization and brevity will be appreciated. The sections of the RFQ/P must be indexed and tabbed per the nine (9) sections noted below for easy reference.
- b. Each proposal shall be submitted electronically in PDF format, one (1) un-bound original and accompanied by 5 (five) bound hard copies.

**i. Tab 1 – Letter of Interest**

A maximum two (2) page letter of interest that includes a synopsis of the firm, its business principles, selected planning team members, general qualifications and distinguishing characteristics, primary contact information; signed by the Principal in charge representing the contractual authority of the firm.

**ii. Tab 2 – Project Approach and Firm Qualifications**

Respondent must state qualifications for the anticipated scope of work and experience with projects of comparable size and complexity.

- a. Provide a statement demonstrating your firm’s or team’s ability to accomplish the scope of services in a comprehensive and thorough manner.
- b. Describe your firm’s approach to quality control/assurance procedures, including coordination with the required contractors, sub-contractors, design team and owner.
- c. Describe what approach the firm will take for integrating the commissioning activities into the design and construction, including what you will do to foster teamwork and cooperation from contractors and designers and what you will do to minimize adversarial relationships.

**iii. Tab 3 – Proposed Commissioning Team**

Provide the following in this Section:

- a. Proposed Commissioning Authority (CxA) – List the individual(s) who will be the project’s Commissioning Authority (there may be more than one person). Describe each individual’s relevant qualifications and experience. The contract will require that the individual(s) serving as the CxA be committed to the project for its duration.
- b. Project Team: Provide an organizational chart of your proposed team. Provide a resume for each member of your listed staff (including sub-consultants), including education, project commissioning experience, and any special expertise or unique qualifications.

**iv. Tab 4 - Relevant K-12 Project Experience and References**

Respondent shall provide five (5) completed K-12 projects applicable to California public schools, including new construction and school renovation/modernization projects in the past ten (10) years. Respondent shall provide a minimum of five (5) relevant references from past clients. References may be contacted to attest to the respondent’s ability to perform the described services.

For each listed K-12 project, include the following:

- a. Project name, description, and location.

- b. Beginning and end dates of project, including: certification status; and date of each project Notice of Completion and final certification.
- c. Project cost.
- d. Square footage.
- e. Key individuals of the firm involved in the project
- f. List of the services provided and references: Owner/District name with name, title, current address, telephone number, and email address of contact person.

**v. Tab 5: Financial Stability:**

Submit at least one (1) evidence of financial stability (i.e.: unaudited annual financial statements (cash flow, income statement, balance sheet). **All financial information will remain confidential and is not subject to public disclosure only if so requested.** The CONSULTANT must type “CONFIDENTIAL” on all documents that are not subject to public disclosure.

**vi. Tab 6: Insurance:**

Respondent shall submit a certificate of insurance or a signed letter from its insurance company indicating ability to provide insurance as required per contract.

**vii. Tab 7: Litigation History:**

Submit information concerning involvement in litigation, arbitration, or mediation claims filed by your firm or against your firm in the last ten (10) years. Provide detail information such as: school district’s name, contact information, phone number, contract number, contract amount, project name and project description and name of the contractor.

**viii. Tab 8: Fee Schedule.**

The fee schedule shall include all costs related to the execution of scope of services delineated in this **RFQ/P 12-21/22** and related addenda. The CONSULTANT shall also include the hourly rate of all proposed personnel for this program.

**ix. Tab 9: Required Bid Forms (Attachment 2)**

**10. DISTRICT REFERENCE CHECK**

The DISTRICT may perform reference check of responding parties that extend beyond contacting the references identified in the response to the RFQ/P. The DISTRICT may request an entity submitting an RFQ/P to submit additional information pertinent to the review process at any time during the RFQ/P process. The DISTRICT also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted.

## 11. **INTERVIEWS**

The DISTRICT, at its sole discretion, **may elect to interview selected firms**. The DISTRICT may elect to interview one or more proposers. The interview will be an opportunity for the District's selection committee to review the firm's proposal and other matters the committee deems relevant. **If an entity is requested to come for an interview, the key individuals listed in the RFQ/P must attend the interview.**

## 12. **EVALUATION AND SELECTION**

Following the evaluation process, the selection committee will make recommendations to the DISTRICT regarding selection of a firm(s).

The CONSULTANT with the highest score will be considered the apparent winner and will be invited to enter fee negotiations with the DISTRICT. If the fee proposal proves unacceptable and is not successfully negotiated, the DISTRICT reserves the right to negotiate with the next highest scoring CONSULTANT.

The apparent winner(s) will be notified by **February 28, 2022** and should be prepared to discuss all matters relating to the RFQ/P process, including, but not limited to the following items:

- Pricing and schedule
- K-12 work experience
- Statement of Work (Proposed work plan)
- Confirmation that all scope items from the original RFQ/P will be addressed
- Any exclusions listed in the SOQ
- Proposed key personnel and years of experience
- Other resources available and their proposed uses
- Litigation history
- Financial stability

## 13. **BID PROTEST PROCEDURE**

Any bid protest by any bidder must be submitted in writing before 5:00 p.m. of the third business day following the date of bid opening to Ilene Mehrez, Procurement & Contracts Supervisor at [mehrez.ilene@pusd.us](mailto:mehrez.ilene@pusd.us) and Teresa Castaneda at [spo-castaneda@pusd.us](mailto:spo-castaneda@pusd.us). After bid opening, bid results, Designation of Subcontractor list(s), and other bid documents must be requested in writing, via email, from Ilene Mehrez, Procurement & Contracts Supervisor ([mehrez.ilene@pusd.us](mailto:mehrez.ilene@pusd.us)) before 5:00 p.m. of the third business day following date of the bid opening.

**a. Submission of Bid Protest:** The protest shall specify the reasons and facts upon which the protest is based. The protest must refer to the specific portions of all documents that form the bases for the protest. A protesting bidder must have actually submitted a bid. A bidder may

not rely on the bid protest submitted by another bidder, and must timely pursue the bidder's own protest. Any protesting bidder must include the name, address, and telephone number of the person representing the protesting party. Any protesting bidder must provide an e-mail address. By filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable.

**b. Resolution of Bid Controversy:** The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. The bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to the District no later than 5:00 p.m., no later than three (3) working days after the deadline for submission of the bid protest, as set forth above, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting bidder and to all other bidders who appear to have a reasonable prospect of receiving and award depending upon the outcome of the protest. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within fifteen (15) calendar days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The Decision on the Bid Protest will state the reasons for the actions taken by District and will be copied to all parties involved in the protest.

**c. Appeal:** If the protesting bidder or the apparent lowest responsible bidder is not satisfied with the decision, the matter may be appealed to Leslie Barnes, Chief Business Officer, or designee, within three (3) calendar days after receipt of the District's written Decision on the Bid Protest. The appeal must be in writing and sent via overnight registered mail and email with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

**Ref.: RFQ/P No. 12-21/22**  
**Pasadena Unified School District**  
**Department of Business Services**  
351 S. Hudson Ave,  
Pasadena, CA 91109

The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

**END OF THE RFQ/P**

**ATTACHMENT 1**  
**Sample Professional Services Agreement**  
**RFP #12-21/22**  
**PASADENA UNIFIED SCHOOL DISTRICT**  
**AGREEMENT FOR SERVICES**  
**SAMPLE**

**I. PARTIES**

This Agreement for \_\_\_\_\_(the “Agreement”) is made this day of \_\_\_\_\_, between the Pasadena Unified School DISTRICT (hereinafter referred to as “PUSD” or “DISTRICT”) and \_\_\_\_\_ hereinafter referred to as “Contractor”).

DISTRICT hereby engages Contractor to render described services under the terms and conditions of this agreement.

**II. PERFORMANCE OF SERVICES**

Contractor agrees to perform the services described on “Scope of Services” of RFQ/P document (hereinafter “Services”) as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the \_\_\_\_\_necessary for the performance of the services. Scope of Services Section of the **RFQ/P** is attached hereto solely for the purpose of defining the scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between the terms in Section D and the Agreement, the terms of this Agreement shall control and prevail. The parties agree that any term contained in Scope of Services Section from the **RFQ/P** that adds to, varies or conflicts with the terms of this Agreement is null and void.

**III. COMPENSATION**

The DISTRICT hereby agrees to pay Contractor for the performance of services [compensation based upon time and materials and the attached fee schedule set forth in Bid Form D] on a per project basis. In no event shall Contractor’s compensation exceed \_\_\_\_\_Dollars (\$\_\_\_\_\_). Contractor shall be responsible for all expenses incurred in association with the performance of the Services unless otherwise permitted under Section D. Contractor shall invoice costs monthly for the services provided pursuant to this Agreement from the time the Contractor begins work on the Project. All costs must be supported by an invoice, receipt, or other acceptable documentation.

#### **IV. TERMS AND CONDITIONS**

The term of this Agreement shall be for \_\_\_\_\_, commencing \_\_\_\_\_, through \_\_\_\_\_. For the period \_\_\_\_\_ through \_\_\_\_\_, the DISTRICT hereby agrees to pay the Contractor in connection with the above referenced services as authorized at the rates described on Bid Form D. Contractor shall bill the DISTRICT as services are provided subject to the terms and conditions set forth in Article III above.

This Agreement may be renewed, at the option of the DISTRICT, for up to \_\_\_\_\_ terms.

#### **V. DOCUMENTATION; RETENTION OF MATERIALS**

Contractor shall maintain adequate documentation to substantiate all charges.

- a. Contractor shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of DISTRICT for inspection at any reasonable time.
- b. Contractor shall maintain the records or any other records related to the performance of this Agreement and shall allow DISTRICT access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

#### **VI. INDEMNITY**

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

- a. Workers Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor'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 Contractor or the DISTRICT, or any person, CONSULTANT or corporation employed by the Contractor or the DISTRICT upon or in connection with the PROJECT, except for

liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent Architects who are directly employed by the DISTRICT;

c. Professional Liability: Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, CONSULTANT or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, CONSULTANT or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by Contractor in accordance with this Agreement, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

d. The Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article VI, Sections 1(a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

## **VII. INSURANCE**

Contractor shall procure and maintain from the Start Date until final payment 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. Minimum insurance coverage amounts:

1. General Liability Insurance with a combined single limit of no less than \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage.  
*\*Pasadena USD, its agents and officers, must be named as an additional insured.*
2. Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than \$1,000,000 per accident.  
*\*Pasadena USD, its agents and officers, must be named as an additional insured.*
3. Errors & Omissions Insurance, with limits of \$1,000,000 per claim/\$2,000,000 aggregate.  
*\*Pasadena USD, its agents and officers, must be named as an*

*additional insured*

4. Workers Compensation – Statutory Limits, waiver of subrogation required.
5. Cyber Liability Insurance, with limits of \$1,000,000 per claim/  
\$2,000,000 aggregate.

*\*Pasadena USD, its agents and officers, must be named as an additional insured*

- b. 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.
- c. If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to the Agreement, the same shall be deemed a material breach of contract. The DISTRICT, at its sole option, may terminate this Agreement 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.
- d. 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.
- e. 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.
- f. 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.

#### **VIII. ASSIGNMENT**

Contractor shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of DISTRICT, in DISTRICT's sole and absolute

discretion. Contractor agrees that the DISTRICT shall have the right to approve any and all subcontractors to be used by Contractor in the performance of this Agreement before Contractor contracts with or otherwise engages any such subcontractors.

## **IX. TERMINATION**

- a. Termination Without Cause. This Agreement may be terminated by DISTRICT without cause upon ten (10) days written notice to Contractor. If this Agreement is so terminated, Contractor shall be paid for all services satisfactorily rendered and expenses incurred to the date of receipt of notice of termination.

Upon such termination, Contractor shall submit to DISTRICT an itemized statement of services performed as of the date of termination. These services may include both completed work and work in progress at the time of termination. DISTRICT shall pay Contractor for any services for which compensation is owed; provided, however, DISTRICT shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement. Contractor shall promptly deliver to DISTRICT all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of DISTRICT without additional compensation to Contractor.

- b. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated immediately by either party upon written notice of default or breach to the other party as follows:
  - i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or
  - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
  - iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
  - iv. If DISTRICT materially breaches any material duty under this Agreement and any such breach impairs Contractor's ability to perform; or

- v. If it is found by DISTRICT that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the DISTRICT with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract.
- c. Opportunity to Cure. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified above, and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- d. Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this paragraph survive termination:
  - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
  - ii. Contractor shall satisfactorily complete work in progress at the agreed rate
  - iii. (or a pro rata basis if necessary) if so requested by DISTRICT;
  - iv. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by DISTRICT;
  - v. Contractor shall promptly deliver to DISTRICT possession all proprietary information.

**x. NOTICES**

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail. The foregoing addresses may be changed by written notice to the other party as provided herein.

**To the CONTRACTOR:**

<b>Name:</b>			
<b>Company:</b>			
<b>Address:</b>			
<b>Telephone:</b>		<b>Fax:</b>	

**To the DISTRICT:**

<b>Name:</b>	Ilene Mehrez, Supervisor, Procurement & Contracts
	Pasadena Unified School DISTRICT
<b>Address:</b>	351 S. Hudson Ave., Room 102
	Pasadena, CA 91109
<b>Telephone:</b>	626-396-3600, X: 88503

**XI. INDEPENDENT CONTRACTOR**

- a. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of DISTRICT. DISTRICT is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and Contractor shall be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any of Contractor's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.
- b. It is further understood and agreed by the parties hereto that Contractor, in the performance of Contractor's obligations hereunder, is subject to the control and direction of DISTRICT as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use DISTRICT facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Contractor's sole discretion based on the Contractor's determination that

such use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the DISTRICT does not require that Contractor use DISTRICT facilities, equipment or support services or work in DISTRICT locations in the performance of this Agreement.

- c. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors.
- d. Nothing in this Agreement shall be construed to create an exclusive relationship between DISTRICT and Contractor. Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit.

#### **XII. ADDITIONAL SERVICES**

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid at the rates set forth in Section D, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

#### **XIII. SUCCESSORS AND ASSIGNS**

DISTRICT and Contractor each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

#### **XIV. TIME OF PERFORMANCE**

Contractor shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of DISTRICT.

**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 Finance & Operations Officer**

---

**Date**

**CONTRACTOR:**

**\*CONTRACTOR NAME\***

---

**Printed Name**

---

**Title**

---

**Signature**

---

**Date**

Authorized Officers or Agents

(CORPORATE SEAL

## **GENERAL TERMS AND CONDITIONS**

### **1. PROPOSAL ACCEPTANCE.**

Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after receipt unless otherwise stipulated. The DISTRICT reserves the right to accept or reject any and all proposals and reserves the right to waive any informality.

### **2. CONTRACT RENEWAL**

DISTRICT will issue a contract that will have rates CONSULTANT for the initial term of the contract. Pricing changes may be considered by DISTRICT for additional contract terms; however, DISTRICT may cancel the contract if a requested price change is not acceptable. All contract renewals must be done in writing.

### **3. EXECUTION OF THE CONTRACT**

The contract shall be signed by the Proposer and returned, along with the required attachments to DISTRICT within 10 working days. The period for execution may be changed by mutual agreement of the parties. Contracts are not effective until approved by the appropriate DISTRICT officials. Any work performed prior to receipt of a fully executed contract shall be at Proposer's own risk.

### **4. FAILURE TO EXECUTE THE PROPOSER**

Failure to execute the contract within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the contract. If the successful Proposer refuses or fails to execute the contract, DISTRICT may award the contract to the next qualified highest ranked Proposer.

### **5. PERFORMANCE FAILURE**

If the Proposer fails or neglects to furnish any of the services listed herein at the prices quoted and at the time and places stated or persistently fails to furnish safe and satisfactory equipment or otherwise does not comply with the terms of the contract DISTRICT may, upon written notice to the Proposer, cancel the entire contract or cancel or rescind any or all items affected by such default; and may, regardless of the type of cancellation, procure services elsewhere without notice to the Proposer. The prices paid by DISTRICT at the time such services are procured shall be considered the prevailing market prices.

### **6. TERMINATION OF CONTRACT**

The DISTRICT may terminate the contract at any time for any reason within 10 business days' notice to the Proposer.

### **7. CONTRACT CHANGES.**

No changes or alterations to this contract shall be made without specific prior written approval by the DISTRICT.

**8. INVENTORY OF VEHICLES**

Inventory list of vehicles and Property to be used for the purpose of this contract will be provided to the DISTRICT. This listing shall include the make of the vehicle, body type, year of the vehicle's manufacture, capacity, present mileage, condition for each vehicle, and license plate number.

**9. PROPOSER PERSONNEL**

All personnel assigned to perform under this contract shall be subject to continuous approval by the DISTRICT. All drivers employed or subcontracted by the Proposer to provide services in this Agreement shall have and maintain a valid California Driver License. All drivers shall be subject to a background check prior to the beginning of this contract and once every three years thereafter to the extent allowed by law. Any driver who fails their background check will be immediately removed from servicing the contract.

**10. CONFIDENTIALITY**

Any and all information given to drivers regarding pupils is to be considered confidential and under no conditions shall this information be used to invade privacy rights of the pupils, their parents, guardians or care givers. Any breach of confidentiality may result in removal from DISTRICT routes. All information on old route sheets shall be shredded.

**11. INDEMNIFICATION**

The Proposer will agree to indemnify, defend, and save harmless the DISTRICT, its officers, agents, employees, and volunteers from any and all claims and losses accruing or resulting to any and all persons, CONSULTANTS, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement and from any and all claims and losses resulting to any person, CONSULTANT, or corporation who may be injured or damaged by the Provider in the performance of this agreement.

**12. INSURANCE REQUIREMENTS**

*Refer to the insurance requirements in the original RFQ/P.*

**13. ANTI-DISCRIMINATION.**

It is the policy of the Pasadena Unified School DISTRICT Board of Education that in connection with all work performed under contracted services, construction and purchasing contracts, there is to be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Proposer agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Proposer agrees to require such compliance by all subProposers employed on the work by him.

**14. GOVERNING LAW.**

This contract shall be governed by and construed in accordance with the laws of the State of

California.

**15. ATTORNEYS' FEES.**

If any action is brought by either party against the other party hereunder, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.

**16. NO ORAL MODIFICATION.**

Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

**17. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

**ATTACHMENT 2**

**BID FORM A**

**Company/Contact Information**

This form is required to be submitted with your SOQ

**TO: PASADENA UNIFIED SCHOOL DISTRICT**, a California Unified School DISTRICT,  
acting by and through its Board of Education ("DISTRICT"), 351 South Hudson Ave.,  
Pasadena, CA 91109

**FROM:**

---

Name of Company

---

Address

---

City, State, Zip Code

---

Phone

---

Fax

---

Email

---

Authorized Signature/Print Name

---

Name(s) of Bidder's Authorized Representative(s) & Title

---

Date

## BID FORM B

### Certification

This form is required to be submitted with your SOQ

I certify that I have read **Request for Qualifications/Proposal #12-21/22** and the instructions for submitting an RFP. I further certify that I must submit CONSULTANT's proposal in response to this request via email and that I am authorized to commit the CONSULTANT to the proposal submitted.

In submitting this Bid Proposal, the undersigned Bidder acknowledges receipt of all Bid Addenda issued by or on behalf of the DISTRICT, as set forth below. The Bidder CONSULTANTs that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda. **Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ received, acknowledged and incorporated into this Bid Proposal.** The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail

If you are responding as a corporation, please  
place your corporate seal in the space below:

## BID FORM C

### Non-Collusion Affidavit

This form is required to be submitted with your SOQ

STATE OF CALIFORNIA, COUNTY OF \_\_\_\_\_

I \_\_\_\_\_, being first duly sworn, deposes  
and says that I (Typed or Printed Name)

am the \_\_\_\_\_ of \_\_\_\_\_,  
the (Title) (Bidder Name)  
party submitting the foregoing Bid Proposal (the "Bidder"). In connection with the foregoing  
Bid Proposal, the undersigned declares, states and certifies that:

The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed  
person, partnership, company, association, organization or corporation.

The Bid Proposal 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, and has not directly or indirectly colluded, conspired,  
connived, or agreed with any other bidder or anyone else to put in 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, or that of any other  
bidder, or to fix any overhead, profit or cost element of the bid price or that of any  
other bidder, or to secure any advantage against the public body awarding the  
contract or of anyone interested in the proposed contract.

All statements contained in the Bid Proposal and related documents  
are true.

The Bidder has not, directly or indirectly, submitted the bid price or any breakdown  
thereof, or the contents thereof, or divulged information or data relative thereto, or  
paid, and will not pay, any fee to any person, corporation, partnership, company,  
association, organization, bid depository, or to any member or agent thereof to  
effectuate a collusive or sham bid.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_  
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing

is true and correct.

---

Signature

---

Address

---

Name (Typed or Printed)/Title

---

City, County and State

---

Phone Number

---

Email Address

## **BID FORM D**

### **Hourly rates and Pricing Sheet**

This form is required to be submitted with your SOQ

**RFQ/P RECAP NO. 12-21/22**

<b>COMMISSION SERVICES (POOL)</b>	
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**OPENING DATE AND TIME: 02/24/22, 3:00 PM**

[illegible]



**PASADENA UNIFIED SCHOOL DISTRICT  
FACILITIES DIVISION**

March 2, 2022

Mr. David Howard  
P2S, Inc.  
5000 E. Spring Street, Suite 800  
Long Beach, CA 90815

**RE: NOTICE OF INTENT TO AWARD  
Commissioning Services (Pool) RFQ/P 12-21/22**

Dear Mr. Howard:

You are hereby notified that Pasadena Unified School District intends to award your firm the Commissioning Services (Pool) contract for the above cited RFQ/P 12-21/22.


The following must be submitted within ten (10) days of receiving the contract:

1. Provide an executed and complete contract
2. Provide a W-9 form
3. Provide a Certificate of Insurance that complies with Article 6 of the contract.

Failure to comply with these conditions within the time specified will entitle the DISTRICT to consider your proposal abandoned and annul this Notice of Intent to Award.

After you comply with the above-referenced conditions, the DISTRICT will return to you one (1) fully executed contract. A kick-off meeting will be scheduled promptly at our mutual convenience.

Sincerely,

  
Leonard Hernandez  
Director of Facilities, M&O, Transportation and Security  
Pasadena Unified School District

cc. Ilene Mehrez, Procurement & Contracts Supervisor  
Teresa Castaneda, Interim Procurement & Contracts Supervisor  
Mia Harrison, Sourcing and Contracts Coordinator  
Teo Sierra, Bond Program Manager Measure O, SafeworkCM  
Kiyana Bella, Sr. Design Manager, SafeworkCM  
Raj Nandi, Program Controls Manager, SafeworkCM  
Files



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For Commissioning Services – Measure O Bond Program

### I. PARTIES

This Agreement for Commissioning Services (the “Agreement”) is made this day of April 25, 2022, between the Pasadena Unified School DISTRICT (hereinafter referred to as “PUSD” or “DISTRICT”) and P2S, Inc., hereinafter referred to as (the “Consultant”).

DISTRICT hereby engages Consultant to render described services under the terms and conditions of this agreement.

### II. PERFORMANCE OF SERVICES

Consultant agrees to perform the services described on “Scope of Services” of RFQ/P document (hereinafter “Services”) as an independent Consultant. Consultant will determine the means, manner, method, and details of performing the Services. Consultant shall be responsible for providing the Scope of Services delineated in the **RFQ/P 12-21/22 and Addendum No. 1 and 2 (Attachment A)**. Scope of Services Section of the **RFQ/P 12-21/22** is attached heretosoely for the purpose of defining the scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between the terms in Section D and the Agreement, the terms of this Agreement shall control and prevail. The parties agree that any term contained in Scope of Services Section from the **RFQ/P 12-21/22** that adds to, varies or conflicts with the terms of this Agreement is null and void.

### III. COMPENSATION

The DISTRICT hereby agrees to pay Consultant for the performance of services; compensation based upon time and materials and the attached fee schedule set forth in **Bid Form D (Attachment B)** on a per project basis. In no event shall Consultant’s compensation exceed Two Hundred and Fifty Thousand Dollars (\$250,000.00). Consultant shall be responsible for all expenses incurred in association with the performance of the Services unless otherwise permitted under Section D. Consultant shall invoice costs monthly for the services provided pursuant to this Agreement from the time the Consultant begins work on the Project. All costs must be supported by an invoice, receipt, or other acceptable documentation.

### IV. TERMS AND CONDITIONS

The term of this Agreement shall be for two (2) years, commencing on April 25, 2022 , through April 24, 2024. For the period of July 1, 2021 through June 30, 2024, the DISTRICT



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For

### Commissioning Services – Measure O Bond Program

herby agrees to pay the Contractor in connection with the above referenced services as authorized at the rates described on **Bid Form D (Attachment B)**. Contractor shall bill the DISTRICT as services are provided subject to the terms and conditions set forth in Article III – Compensation, above. This Agreement may be renewed, at the option of the District, for up to three (3) additional years upon mutual agreement.

#### V. DOCUMENTATION; RETENTION OF MATERIALS

Consultant shall maintain adequate documentation to substantiate all charges.

- a. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of DISTRICT for inspection at any reasonable time.
- b. Consultant shall maintain the records or any other records related to the performance of this Agreement and shall allow DISTRICT access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

#### VI. INDEMNITY

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

- a. Workers Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's sub-consultant'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, CONSULTANT or corporation employed by the Consultant or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent Architects who are directly employed by the DISTRICT;



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For Commissioning Services – Measure O Bond Program

c. **Professional Liability:** Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Consultant, or any person, CONSULTANT or corporation employed by the Consultant, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, CONSULTANT or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by Consultant in accordance with this Agreement, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

d. The Consultant, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article VI, Sections 1(a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

## VII. **INSURANCE**

Consultant shall procure and maintain from the Start Date until final payment is made to the Consultant, and shall require all sub-consultants to so procure and maintain for all periods during which such sub-consultants 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 Consultant's obligations under this contract.***

- a. Minimum insurance coverage amounts:
  1. General Liability Insurance with a combined single limit of no less than \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage.  
*\*Pasadena USD, its agents and officers, must be named as an additional insured.*
  2. Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than \$1,000,000 per accident.  
*\*Pasadena USD, its agents and officers, must be named as an additional insured.*
  3. Errors & Omissions Insurance, with limits of \$1,000,000 per claim/\$2,000,000 aggregate.  
*\*Pasadena USD, its agents and officers, must be named as an additional insured*
  4. Workers Compensation – Statutory Limits, waiver of subrogation



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For Commissioning Services – Measure O Bond Program

- required.
5. Cyber Liability Insurance, with limits of \$1,000,000 per claim/  
\$2,000,000  
aggregate.  
*\*Pasadena USD, its agents and officers, must be named as an  
additional insured*
- b. 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 Consultant.
- c. If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to the Agreement, the same shall be deemed a material breach of contract. The DISTRICT, at its sole option, may terminate this Agreement and obtain damages from the Consultant 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 Consultant, DISTRICT may deduct from sums due to the Consultant any premium costs advanced by the DISTRICT for such insurance.
- d. 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.
- e. Verification of Coverage, Consultant 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.
- f. 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.

### VIII. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of DISTRICT, in DISTRICT's sole and absolute



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For Commissioning Services – Measure O Bond Program

discretion. Consultant agrees that the DISTRICT shall have the right to approve any and all sub-consultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such sub-consultants.

### IX. TERMINATION

- a. Termination Without Cause. This Agreement may be terminated by DISTRICT without cause upon ten (10) days written notice to Consultant. If this Agreement is so terminated, Consultant shall be paid for all services satisfactorily rendered and expenses incurred to the date of receipt of notice of termination.

Upon such termination, Consultant shall submit to DISTRICT an itemized statement of services performed as of the date of termination. These services may include both completed work and work in progress at the time of termination. DISTRICT shall pay Consultant for any services for which compensation is owed; provided, however, DISTRICT shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to DISTRICT all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of DISTRICT without additional compensation to Consultant.

- b. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated immediately by either party upon written notice of default or breach to the other party as follows:
  - i. If Consultant fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or
  - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Consultant to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
  - iii. If Consultant becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
  - iv. If DISTRICT materially breaches any material duty under this Agreement



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For Commissioning Services – Measure O Bond Program

and any such breach impairs Consultant's ability to perform; or

- v. If it is found by DISTRICT that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Consultant, or any agent or representative of Consultant, to any officer or employee of the DISTRICT with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract.
- c. Opportunity to Cure. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified above, and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- d. Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this paragraph survive termination:
  - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
  - ii. Consultant shall satisfactorily complete work in progress at the agreed rate
  - iii. (or a pro rata basis if necessary) if so requested by DISTRICT;
  - iv. Consultant shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by DISTRICT;
  - v. Consultant shall promptly deliver to DISTRICT possession all proprietary information.

### x. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail. The foregoing addresses may be changed by written



## PASADENA UNIFIED SCHOOL DISTRICT

### Professional Services Agreement For Commissioning Services – Measure O Bond Program

notice to the other party as provided herein.

#### To the CONSULTANT:

<b>Name:</b>	David Howard		
<b>Company:</b>	P2S Inc.		
<b>Address:</b>	5000 E Spring Street, Suite 800		
	Long Beach, CA 90815		
<b>Telephone:</b>	(562) 384-4004	<b>email:</b>	<a href="mailto:David.howard@p2sinc.com">David.howard@p2sinc.com</a>

#### To the DISTRICT:

<b>Name:</b>	Leslie Barnes, Ed.D. Chief Business Officer		
	Pasadena Unified School DISTRICT		
<b>Address:</b>	351 S. Hudson Ave., Room 102		
	Pasadena, CA 91109		
<b>Telephone:</b>	626-396-3600		

#### **XI. INDEPENDENT CONSULTANT**

- a. It is understood and agreed that Consultant (including Consultant's employees) is an independent Consultant and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of DISTRICT. DISTRICT is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent Consultant, Consultant hereby agrees to indemnify and hold DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.
- b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of DISTRICT as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use DISTRICT facilities, space, equipment or support services in the performance of this Agreement, this use shall



# **PASADENA UNIFIED SCHOOL DISTRICT**

## **Professional Services Agreement For Commissioning Services – Measure O Bond Program**

be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the DISTRICT does not require that Consultant use DISTRICT facilities, equipment or support services or work in DISTRICT locations in the performance of this Agreement.

- c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subConsultants.
- d. Nothing in this Agreement shall be construed to create an exclusive relationship between DISTRICT and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

### **XII. ADDITIONAL SERVICES**

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid at the rates set forth in Section D, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

### **XIII. SUCCESSORS AND ASSIGNS**

DISTRICT and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

### **XIV. TIME OF PERFORMANCE**

Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of DISTRICT.

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



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For Commissioning Services – Measure O Bond Program

**DISTRICT:**  
**PASADENA UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
**Signature**  
**Leslie Barnes, Ed.D., Chief Business Officer**

\_\_\_\_\_  
**Date**

**CONSULTANT:**  
**P2S Inc.**

\_\_\_\_\_  
Kevin L Peterson

\_\_\_\_\_  
President + CEO

**Printed Name**

\_\_\_\_\_  


**Title**

\_\_\_\_\_  
3/9/2022

**Signature**

**Date**

Authorized Officers or Agents

(CORPORATE SEAL)



## **GENERAL TERMS AND CONDITIONS**

### **1. PROPOSAL ACCEPTANCE.**

Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after receipt unless otherwise stipulated. The DISTRICT reserves the right to accept or reject any and all proposals and reserves the right to waive any informality.

### **2. CONTRACT RENEWAL**

DISTRICT will issue a contract that will have rates CONSULTANT for the initial term of the contract. Pricing changes may be considered by DISTRICT for additional contract terms; however, DISTRICT may cancel the contract if a requested price change is not acceptable. All contract renewals must be done in writing.

### **3. EXECUTION OF THE CONTRACT**

The contract shall be signed by the Proposer and returned, along with the required attachments to DISTRICT within 10 working days. The period for execution may be changed by mutual agreement of the parties. Contracts are not effective until approved by the appropriate DISTRICT officials. Any work performed prior to receipt of a fully executed contract shall be at Proposer's own risk.

### **4. FAILURE TO EXECUTE THE PROPOSER**

Failure to execute the contract within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the contract. If the successful Proposer refuses or fails to execute the contract, DISTRICT may award the contract to the next qualified highest ranked Proposer.

### **5. PERFORMANCE FAILURE**

If the Proposer fails or neglects to furnish any of the services listed herein at the prices quoted and at the time and places stated or persistently fails to furnish safe and satisfactory equipment or otherwise does not comply with the terms of the contract DISTRICT may, upon written notice to the Proposer, cancel the entire contract or cancel or rescind any or all items affected by such default; and may, regardless of the type of cancellation, procure services elsewhere without notice to the Proposer. The prices paid by DISTRICT at the time such services are procured shall be considered the prevailing market prices.

### **6. TERMINATION OF CONTRACT**

The DISTRICT may terminate the contract at any time for any reason within 10 business days' notice to the Proposer.

### **7. CONTRACT CHANGES.**

No changes or alterations to this contract shall be made without specific prior written approval by the DISTRICT.

**8. INVENTORY OF VEHICLES**

Inventory list of vehicles and Property to be used for the purpose of this contract will be provided to the DISTRICT. This listing shall include the make of the vehicle, body type, year of the vehicle's manufacture, capacity, present mileage, condition for each vehicle, and license plate number.

**9. PROPOSER PERSONNEL**

All personnel assigned to perform under this contract shall be subject to continuous approval by the DISTRICT. All drivers employed or subcontracted by the Proposer to provide services in this Agreement shall have and maintain a valid California Driver License. All drivers shall be subject to a background check prior to the beginning of this contract and once every three years thereafter to the extent allowed by law. Any driver who fails their background check will be immediately removed from servicing the contract.

**10. CONFIDENTIALITY**

Any and all information given to drivers regarding pupils is to be considered confidential and under no conditions shall this information be used to invade privacy rights of the pupils, their parents, guardians or care givers. Any breach of confidentiality may result in removal from DISTRICT routes. All information on old route sheets shall be shredded.

**11. INDEMNIFICATION**

The Proposer will agree to indemnify, defend, and save harmless the DISTRICT, its officers, agents, employees, and volunteers from any and all claims and losses accruing or resulting to any and all persons, CONSULTANTS, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement and from any and all claims and losses resulting to any person, CONSULTANT, or corporation who may be injured or damaged by the Provider in the performance of this agreement.

**12. INSURANCE REQUIREMENTS**

*Refer to the insurance requirements Article VII.*

**13. ANTI-DISCRIMINATION.**

It is the policy of the Pasadena Unified School DISTRICT Board of Education that in connection with all work performed under contracted services, construction and purchasing contracts, there is to be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Proposer agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Proposer agrees to require such compliance by all subProposers employed on the work by him.

**14. GOVERNING LAW.**

This contract shall be governed by and construed in accordance with the laws of the State of

California.

**15. ATTORNEYS' FEES.**

If any action is brought by either party against the other party hereunder, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.

**16. NO ORAL MODIFICATION.**

Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

**17. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614  www.risk-strategies.com  CA DOI License No. 0F06675	<b>CONTACT</b> NAME: Risk Strategies Company PHONE (A/C, No. Ext): 949-242-9240 E-MAIL ADDRESS: syoung@risk-strategies.com FAX (A/C, No):  <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Travelers Property Casualty Co of America INSURER B: Allmerica Financial Benefit Ins. Co. INSURER C: The Hanover American Insurance Company INSURER D: Travelers Casualty and Surety Co of America INSURER E: Underwriter at Lloyds INSURER F:
<b>INSURED</b> P2S Inc. P2S Engineering, Inc. 5000 E. Spring St., 8th Fl. Long Beach CA 90815	NAIC # 25674 41840 36064 31194

**COVERAGES****CERTIFICATE NUMBER:** 67198545**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		6808N700523	7/1/2021	7/1/2022	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$1,000,000 MED EXP (Any one person) \$ \$10,000 PERSONAL & ADV INJURY \$ \$1,000,000 GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		AW39122842	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			CUP8N927035	7/1/2021	7/1/2022	EACH OCCURRENCE \$ \$4,000,000 AGGREGATE \$ \$4,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WZ39122627	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000
D	Professional Liability			107595089	3/7/2022	3/7/2023	Per Claim: \$5,000,000 Aggregate: \$5,000,000
E	Cyber Liability			ESK0039434239	3/7/2022	3/7/2023	Limit: \$5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Projects as on file with the insured including but not limited to Commissioning Services – Measure O Bond Program. Pasadena USD, its agents and officers, are named as additional insureds on the general and auto liability policies and a waiver of subrogation applies to the work comp policy-see attached endorsements.

**CERTIFICATE HOLDER**

Pasadena Unified School District  
351 S. Hudson Ave., Rm 102  
Pasadena CA 91109

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RSC Insurance Brokerage

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ACORD 25 (2016/03)

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

## COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TOTAL AGGREGATE LIMIT OTHER THAN PROJECTS AND DESIGNATED PROJECT AND LOCATION AGGREGATE LIMITS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

### **SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED PROJECTS AND LOCATIONS**

#### **LIMITS OF INSURANCE**

<b>Total Aggregate Limit (Other Than Projects and Products-Completed Operations)</b>	<b>\$ 6,000,000</b>
<b>Designated Location Aggregate Limit (Other Than Products-Completed Operations)</b>	<b>\$ 2,000,000</b>
<b>Designated Project Aggregate Limit (Other Than Products-Completed Operations)</b>	<b>\$ 2,000,000</b>
<b>General Aggregate Limit (Other Than Products-Completed Operations)</b>	<b>\$ 2,000,000</b>

#### **Designated Projects:**

Each "project" for which you have agreed, in a written contract which is in effect during this policy period, to provide a separate General Aggregate Limit, provided that the contract is signed by you before the "bodily injury" or "property damage" occurs.

#### **Designated Locations:**

All locations listed in Item 3. of the Common Policy Declarations or in any Master Pac Account Exposure Endorsement included in this policy.

### **PROVISIONS**

1. The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule – Limits Of Insurance And Designated Projects And Locations.
2. The following replaces Paragraph 1. of **SECTION III – LIMITS OF INSURANCE:**
  - a. Insureds;
  - b. Claims made or "suits" brought;
1. The Limits of Insurance shown in the Declarations or the Schedule – Limits Of Insurance And Designated Projects And Locations, whichever apply, and the rules below fix the most we will pay regardless of the number of:

**CG D4 69 02 19**

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Page 1 of 3

## COMMERCIAL GENERAL LIABILITY

- c. Persons or organizations making claims or bringing "suits"; or
    - d. "Projects" or "locations".
  - 3. The following replaces Paragraph 2. of **SECTION III – LIMITS OF INSURANCE:**
    - 2. a. The Total Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:
      - (1) Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
      - (2) Damages under Coverage B; and
      - (3) Medical expenses under Coverage C.
    - b. The Designated Project Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
      - (1) The Designated Project Aggregate Limit is the most we will pay for the sum of:
        - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
        - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;that can be attributed only to operations at a single "project".
      - (2) The Designated Project Aggregate Limit applies separately to each "project".
      - (3) The Designated Project Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
      - (4) The Designated Project Aggregate Limit does not apply to damages
- under Coverage B. Instead, the General Aggregate Limit described in Paragraph 2.d. below applies to such damages.
- (5) Any payments made for damages or medical expenses to which the Designated Project Aggregate Limit applies will reduce the Designated Project Aggregate Limit for the applicable "project". Such payments will not reduce the Total Aggregate Limit, the General Aggregate Limit described in Paragraph 2.d. below, the Designated Project Aggregate Limit for any other "project" or the Designated Location Aggregate Limit.
- c. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the Designated Location Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
  - (1) The Designated Location Aggregate Limit is the most we will pay for the sum of:
    - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
    - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;that can be attributed only to operations at a single "location".
  - (2) The Designated Location Aggregate Limit applies separately to each "location".
  - (3) The Designated Location Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
  - (4) The Designated Location Aggregate Limit does not apply to damages under Coverage B. Instead, the General Aggregate Limit described in

Paragraph **2.d.** below applies to such damages.

- (5) Any payments made for damages or medical expenses to which the Designated Location Aggregate Limit applies will reduce:

- (a) The Total Aggregate Limit; and
- (b) The Designated Location Aggregate Limit for the applicable "location".

Such payments will not reduce the General Aggregate Limit described in Paragraph **2.d.** below, the Designated Project Aggregate Limit or the Designated Location Aggregate Limit for any other "location".

- d. Subject to the Total Aggregate Limit described in Paragraph **2.a.** above, the General Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

- (1) The General Aggregate Limit is the most we will pay for the sum of:

- (a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences", and medical expenses under Coverage **C** for "bodily injury" caused by accidents, that cannot be attributed only to operations at a single "project" or a single "location"; and

- (b) Damages under Coverage **B**.

- (2) The General Aggregate Limit does not apply to damages for "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph **3.** below applies to such damages.

- (3) Any payments made for damages or medical expenses to which the

General Aggregate Limit applies will reduce:

- (a) The Total Aggregate Limit; and
- (b) The General Aggregate Limit.

Such payments will not reduce the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

4. The following replaces Paragraph **3.** of **SECTION III – LIMITS OF INSURANCE:**

3. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay under Coverage **A** for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Any payments made for such damages will not reduce the Total Aggregate Limit, the General Aggregate Limit, the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

5. The following is added to the **DEFINITIONS** Section:

"Location" means any designated location shown in the Schedule – Limits Of Insurance And Designated Projects And Locations that is owned by or rented to you. For the purposes of determining the applicable aggregate limit of insurance, each "location" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "location".

"Project" means any designated project shown in the Schedule – Limits Of Insurance And Designated Projects And Locations that is away from premises owned by or rented to you and at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "project".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

**A. The following is added to SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:**

**Additional Insured if Required by Contract**

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph **A.1.c.** of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

**B. The following is added to SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:**

**Primary and Non-Contributory**

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under **SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured**, subparagraph **Additional Insured if Required by Contract** is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
- (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or
- (3) When the additional "insured" is also an additional "insured" under another liability policy.

**C. This endorsement will apply only if the "accident" occurs:**

1. During the policy period;
2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".

**D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.**

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

### **WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CA**

**This endorsement changes the policy to which it is attached effective on the inception date of the policy unless otherwise stated.**

**This endorsement effective on 7/1/2021 at 12:01 am standard times forms a part of Policy No. WZ39122627**

**of the** The Hanover American Insurance Company

**issued to:** P2S Inc.  
P2S Engineering, Inc.

**Premium (if any) \$**



**Authorized Representative**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.000% of the California workers' compensation premium otherwise due on such remuneration.

### **Schedule**

#### **Person or Organization**

ANY PERSON OR ORGANIZATION WITH WHOM YOU AGREE IN WRITING TO WAIVE YOUR RIGHT TO RECOVER AGAINST THEM. YOU MUST AGREE TO THIS WAIVER PRIOR TO THE DATE OF LOSS

**Job Description: Projects as on file with the insured**

WC 252 040 84

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
P2S Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
  
Exempt payee code (if any) \_\_\_\_\_  
  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
  
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
5000 E. Spring Street, Suite 800

6 City, state, and ZIP code  
Long Beach, CA 90815

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

-

-

or

Employer identification number

3

3

-

0

4

5

3

6

1

1

Part II

Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

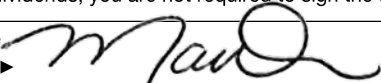
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ► 

Date ► 03/10/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



**PASADENA UNIFIED SCHOOL DISTRICT  
FACILITIES DIVISION**

March 2, 2022

Mr. Ashkan Azarkeyvan  
Capital Engineering  
2830 Temple Avenue  
Long Beach, CA 90806

**RE: NOTICE OF INTENT TO AWARD  
Commissioning Services (Pool) RFQ/P 12-21/22**

Dear Mr. Azarkeyvan:

You are hereby notified that Pasadena Unified School District intends to award your firm the Commissioning Services (Pool) contract for the above cited RFQ/P 12-21/22.

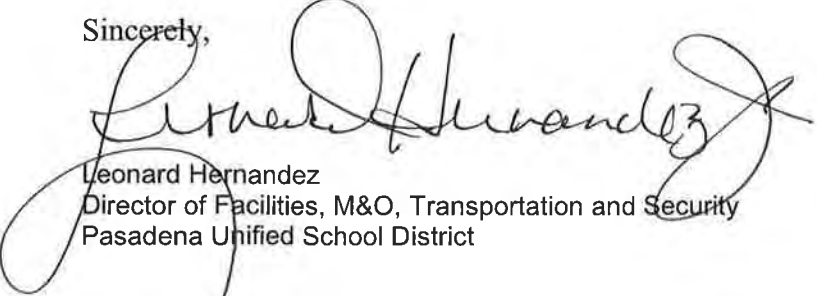
The following must be submitted within ten (10) days of receiving the contract:

1. Provide an executed and complete contract
2. Provide a W-9 form
3. Provide a Certificate of Insurance that complies with Article 6 of the contract.

Failure to comply with these conditions within the time specified will entitle the DISTRICT to consider your proposal abandoned and annul this Notice of Intent to Award.

After you comply with the above-referenced conditions, the DISTRICT will return to you one (1) fully executed contract. A kick-off meeting will be scheduled promptly at our mutual convenience.

Sincerely,

  
Leonard Hernandez  
Director of Facilities, M&O, Transportation and Security  
Pasadena Unified School District

cc. Ilene Mehrez, Procurement & Contracts Supervisor  
Teresa Castaneda, Interim Procurement & Contracts Supervisor  
Mia Harrison, Sourcing and Contracts Coordinator  
Teo Sierra, Bond Program Manager Measure O, SafeworkCM  
Kiyana Bella, Sr. Design Manager, SafeworkCM  
Raj Nandi, Program Controls Manager, SafeworkCM  
Files



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For Commissioning Services – Measure O Bond Program

### I. PARTIES

This Agreement for Commissioning Services (the “Agreement”) is made this day of April 25, 2022, between the Pasadena Unified School DISTRICT (hereinafter referred to as “PUSD” or “DISTRICT”) and Capital Engineering, hereinafter referred to as (the “Consultant”).

DISTRICT hereby engages Consultant to render described services under the terms and conditions of this agreement.

### II. PERFORMANCE OF SERVICES

Consultant agrees to perform the services described on “Scope of Services” of RFQ/P document (hereinafter “Services”) as an independent Consultant. Consultant will determine the means, manner, method, and details of performing the Services. Consultant shall be responsible for providing the Scope of Services delineated in the **RFQ/P 12-21/22 and Addendum No. 1 and 2 (Attachment A)**. Scope of Services Section of the **RFQ/P 12-21/22** is attached heretosolety for the purpose of defining the scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between the terms in Section D and the Agreement, the terms of this Agreement shall control and prevail. The parties agree that any term contained in Scope of Services Section from the **RFQ/P 12-21/22** that adds to, varies or conflicts with the terms of this Agreement is null and void.

### III. COMPENSATION

The DISTRICT hereby agrees to pay Consultant for the performance of services; compensation based upon time and materials and the attached fee schedule set forth in **Bid Form D (Attachment B)** on a per project basis. In no event shall Consultant’s compensation exceed Two Hundred and Fifty Thousand Dollars (\$250,000.00). Consultant shall be responsible for all expenses incurred in association with the performance of the Services unless otherwise permitted under Section D. Consultant shall invoice costs monthly for the services provided pursuant to this Agreement from the time the Consultant begins work on the Project. All costs must be supported by an invoice, receipt, or other acceptable documentation.

### IV. TERMS AND CONDITIONS

The term of this Agreement shall be for two (2) years, commencing on April 25, 2022 ,



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For Commissioning Services – Measure O Bond Program

through April 24, 2024. For the period of July 1, 2021 through June 30, 2024, the DISTRICT hereby agrees to pay the Contractor in connection with the above referenced services as authorized at the rates described on **Bid Form D (Attachment B)**. Contractor shall bill the DISTRICT as services are provided subject to the terms and conditions set forth in Article III – Compensation, above. This Agreement may be renewed, at the option of the District, for up to three (3) additional years upon mutual agreement.

### V. **DOCUMENTATION; RETENTION OF MATERIALS**

Consultant shall maintain adequate documentation to substantiate all charges.

- a. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of DISTRICT for inspection at any reasonable time.
- b. Consultant shall maintain the records or any other records related to the performance of this Agreement and shall allow DISTRICT access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

### VI. **INDEMNITY**

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

- a. Workers Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's sub-consultant'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, CONSULTANT or corporation employed by the Consultant or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent Architects who are directly employed by the DISTRICT;



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For Commissioning Services – Measure O Bond Program

c. **Professional Liability:** Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Consultant, or any person, CONSULTANT or corporation employed by the Consultant, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, CONSULTANT or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by Consultant in accordance with this Agreement, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

d. The Consultant, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article VI, Sections 1(a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

## VII. **INSURANCE**

Consultant shall procure and maintain from the Start Date until final payment is made to the Consultant, and shall require all sub-consultants to so procure and maintain for all periods during which such sub-consultants 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 Consultant's obligations under this contract.***

- a. Minimum insurance coverage amounts:
  1. General Liability Insurance with a combined single limit of no less than \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage.  
*\*Pasadena USD, its agents and officers, must be named as an additional insured.*
  2. Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than \$1,000,000 per accident.  
*\*Pasadena USD, its agents and officers, must be named as an additional insured.*
  3. Errors & Omissions Insurance, with limits of \$1,000,000 per claim/\$2,000,000 aggregate.  
*\*Pasadena USD, its agents and officers, must be named as an additional insured*
  4. Workers Compensation – Statutory Limits, waiver of subrogation



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For Commissioning Services – Measure O Bond Program

- required.
5. Cyber Liability Insurance, with limits of \$1,000,000 per claim/  
\$2,000,000  
aggregate.  
*\*Pasadena USD, its agents and officers, must be named as an  
additional insured*
- b. 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 Consultant.
- c. If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to the Agreement, the same shall be deemed a material breach of contract. The DISTRICT, at its sole option, may terminate this Agreement and obtain damages from the Consultant 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 Consultant, DISTRICT may deduct from sums due to the Consultant any premium costs advanced by the DISTRICT for such insurance.
- d. 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.
- e. Verification of Coverage, Consultant 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.
- f. 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.

### **VIII. ASSIGNMENT**

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of DISTRICT, in DISTRICT's sole and absolute



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For Commissioning Services – Measure O Bond Program

discretion. Consultant agrees that the DISTRICT shall have the right to approve any and all subConsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such sub-consultants.

### IX. TERMINATION

- a. Termination Without Cause. This Agreement may be terminated by DISTRICT without cause upon ten (10) days written notice to Consultant. If this Agreement is so terminated, Consultant shall be paid for all services satisfactorily rendered and expenses incurred to the date of receipt of notice of termination.

Upon such termination, Consultant shall submit to DISTRICT an itemized statement of services performed as of the date of termination. These services may include both completed work and work in progress at the time of termination. DISTRICT shall pay Consultant for any services for which compensation is owed; provided, however, DISTRICT shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to DISTRICT all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of DISTRICT without additional compensation to Consultant.

- b. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated immediately by either party upon written notice of default or breach to the other party as follows:
  - i. If Consultant fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or
  - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Consultant to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
  - iii. If Consultant becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
  - iv. If DISTRICT materially breaches any material duty under this Agreement



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For Commissioning Services – Measure O Bond Program

and any such breach impairs Consultant's ability to perform; or

- v. If it is found by DISTRICT that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Consultant, or any agent or representative of Consultant, to any officer or employee of the DISTRICT with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract.
- c. Opportunity to Cure. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified above, and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- d. Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this paragraph survive termination:
  - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
  - ii. Consultant shall satisfactorily complete work in progress at the agreed rate
  - iii. (or a pro rata basis if necessary) if so requested by DISTRICT;
  - iv. Consultant shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by DISTRICT;
  - v. Consultant shall promptly deliver to DISTRICT possession all proprietary information.

### x. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail. The foregoing addresses may be changed by written



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For Commissioning Services – Measure O Bond Program

notice to the other party as provided herein.

### To the CONSULTANT:

<b>Name:</b>	Ashkan Azarkeyvan		
<b>Company:</b>	Capital Engineering		
<b>Address:</b>	2830 Temple Avenue		
	Long Beach, CA 90806		
<b>Telephone:</b>	(916)631-4424	<b>email:</b>	aazarkeyvan@capital-engineering.com

### To the DISTRICT:

<b>Name:</b>	Leslie Barnes, Ed.D. Chief Business Officer		
	Pasadena Unified School DISTRICT		
<b>Address:</b>	351 S. Hudson Ave., Room 102		
	Pasadena, CA 91109		
<b>Telephone:</b>	626-396-3600		

## **XI. INDEPENDENT CONSULTANT**

- a. It is understood and agreed that Consultant (including Consultant's employees) is an independent Consultant and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of DISTRICT. DISTRICT is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent Consultant, Consultant hereby agrees to indemnify and hold DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.
- b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of DISTRICT as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use DISTRICT facilities, space, equipment or support services in the performance of this Agreement, this use shall



# **PASADENA UNIFIED SCHOOL DISTRICT**

## **Professional Services Agreement For Commissioning Services – Measure O Bond Program**

be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the DISTRICT does not require that Consultant use DISTRICT facilities, equipment or support services or work in DISTRICT locations in the performance of this Agreement.

- c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subConsultants.
- d. Nothing in this Agreement shall be construed to create an exclusive relationship between DISTRICT and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

### **XII. ADDITIONAL SERVICES**

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid at the rates set forth in Section D, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

### **XIII. SUCCESSORS AND ASSIGNS**

DISTRICT and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

### **XIV. TIME OF PERFORMANCE**

Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of DISTRICT.

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



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For Commissioning Services – Measure O Bond Program

**DISTRICT:**  
**PASADENA UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
**Signature**  
**Leslie Barnes, Ed.D., Chief Business Officer**

\_\_\_\_\_  
**Date**

**CONSULTANT:**  
**Capital Engineering**

\_\_\_\_\_  
Ashkan Azarkeyvan

\_\_\_\_\_  
Director of Commissioning

**Printed Name**

**Title**

\_\_\_\_\_  
*A. Azarkeyvan*

\_\_\_\_\_  
03/25/2022

**Signature**

**Date**

Authorized Officers or Agents

(CORPORATE SEAL)

## **GENERAL TERMS AND CONDITIONS**

### **1. PROPOSAL ACCEPTANCE.**

Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after receipt unless otherwise stipulated. The DISTRICT reserves the right to accept or reject any and all proposals and reserves the right to waive any informality.

### **2. CONTRACT RENEWAL**

DISTRICT will issue a contract that will have rates CONSULTANT for the initial term of the contract. Pricing changes may be considered by DISTRICT for additional contract terms; however, DISTRICT may cancel the contract if a requested price change is not acceptable. All contract renewals must be done in writing.

### **3. EXECUTION OF THE CONTRACT**

The contract shall be signed by the Proposer and returned, along with the required attachments to DISTRICT within 10 working days. The period for execution may be changed by mutual agreement of the parties. Contracts are not effective until approved by the appropriate DISTRICT officials. Any work performed prior to receipt of a fully executed contract shall be at Proposer's own risk.

### **4. FAILURE TO EXECUTE THE PROPOSER**

Failure to execute the contract within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the contract. If the successful Proposer refuses or fails to execute the contract, DISTRICT may award the contract to the next qualified highest ranked Proposer.

### **5. PERFORMANCE FAILURE**

If the Proposer fails or neglects to furnish any of the services listed herein at the prices quoted and at the time and places stated or persistently fails to furnish safe and satisfactory equipment or otherwise does not comply with the terms of the contract DISTRICT may, upon written notice to the Proposer, cancel the entire contract or cancel or rescind any or all items affected by such default; and may, regardless of the type of cancellation, procure services elsewhere without notice to the Proposer. The prices paid by DISTRICT at the time such services are procured shall be considered the prevailing market prices.

### **6. TERMINATION OF CONTRACT**

The DISTRICT may terminate the contract at any time for any reason within 10 business days' notice to the Proposer.

### **7. CONTRACT CHANGES.**

No changes or alterations to this contract shall be made without specific prior written approval by the DISTRICT.

**8. INVENTORY OF VEHICLES**

Inventory list of vehicles and Property to be used for the purpose of this contract will be provided to the DISTRICT. This listing shall include the make of the vehicle, body type, year of the vehicle's manufacture, capacity, present mileage, condition for each vehicle, and license plate number.

**9. PROPOSER PERSONNEL**

All personnel assigned to perform under this contract shall be subject to continuous approval by the DISTRICT. All drivers employed or subcontracted by the Proposer to provide services in this Agreement shall have and maintain a valid California Driver License. All drivers shall be subject to a background check prior to the beginning of this contract and once every three years thereafter to the extent allowed by law. Any driver who fails their background check will be immediately removed from servicing the contract.

**10. CONFIDENTIALITY**

Any and all information given to drivers regarding pupils is to be considered confidential and under no conditions shall this information be used to invade privacy rights of the pupils, their parents, guardians or care givers. Any breach of confidentiality may result in removal from DISTRICT routes. All information on old route sheets shall be shredded.

**11. INDEMNIFICATION**

The Proposer will agree to indemnify, defend, and save harmless the DISTRICT, its officers, agents, employees, and volunteers from any and all claims and losses accruing or resulting to any and all persons, CONSULTANTS, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement and from any and all claims and losses resulting to any person, CONSULTANT, or corporation who may be injured or damaged by the Provider in the performance of this agreement.

**12. INSURANCE REQUIREMENTS**

*Refer to the insurance requirements Article VII.*

**13. ANTI-DISCRIMINATION.**

It is the policy of the Pasadena Unified School DISTRICT Board of Education that in connection with all work performed under contracted services, construction and purchasing contracts, there is to be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Proposer agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Proposer agrees to require such compliance by all subProposers employed on the work by him.

**14. GOVERNING LAW.**

This contract shall be governed by and construed in accordance with the laws of the State of

California.

**15. ATTORNEYS' FEES.**

If any action is brought by either party against the other party hereunder, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.

**16. NO ORAL MODIFICATION.**

Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

**17. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614  www.risk-strategies.com  CA DOI License No. 0F06675	<b>CONTACT</b> NAME: Risk Strategies Company PHONE (A/C, No. Ext): 949-242-9240 E-MAIL ADDRESS: syoung@risk-strategies.com  <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Travelers Property Casualty Co of America INSURER B: Travelers Indemnity Company of CT INSURER C: Continental Casualty Company INSURER D: Hartford Casualty Insurance Company INSURER E: INSURER F: Berkley Assurance Company	<b>FAX</b> (A/C, No):  <b>NAIC #</b> 25674 25682 20443 29424  39462
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**COVERAGES****CERTIFICATE NUMBER:** 67170431**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>		6809N966071	9/1/2021	9/1/2022	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$1,000,000 MED EXP (Any one person) \$ \$10,000 PERSONAL & ADV INJURY \$ \$1,000,000 GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		BA1S88798A	9/1/2021	9/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N	N / A	57WECPI2117	9/1/2021	9/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000
C	Professional Liability			AEH003987192	9/1/2021	9/1/2022	Per Claim: 1,000,000 Aggregate: 2,000,000
F	Cyber Liability			BCRS1RS40019400	9/1/2021	9/1/2022	Limit: \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Pasadena USD, its agents and officers are named Additional Insureds on the General Liability and Auto Liability policies per attached endorsements. Waiver of subrogation applies to the Workers Compensation policy per attached endorsement, in favor of the certificate holder.

**CERTIFICATE HOLDER****CANCELLATION**

Pasadena Unified School District  
Teo Sierra, CCM, Associate DBI  
PUSD Measure O Bond Program  
Procurements & Contracts  
351 South Hudson Avenue  
Pasadena CA 91109

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RSC Insurance Brokerage

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ACORD 25 (2016/03)

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

## COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **PROVISIONS**

1. The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT -CALIFORNIA

**Policy Number:** 57WECPI2117

**Endorsement No.:** N/A

**Effective Date:** 9/1/2021

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** Capital Engineering Consultants, Inc.  
11020 Sun Center Dr., Ste 100  
Rancho Cordova CA 95670

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5 % of the California workers' compensation premium otherwise due on such remuneration.

### SCHEDULE

#### Person or Organization

#### Job Description

"ANY PERSON OR ORGANIZATION  
FROM WHOM YOU ARE REQUIRED BY  
WRITTEN CONTRACT OR AGREEMENT  
TO OBTAIN THIS WAIVER OF  
RIGHTS FROM US"

BLANKET WAIVER

Countersigned by \_\_\_\_\_

Authorized Representative

**Form WC 04 03 06**

**(1)** Printed in U.S.A.

**Policy Expiration Date:** 9/1/2022



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614  www.risk-strategies.com CA DOI License No. 0F06675		<b>CONTACT NAME:</b> Risk Strategies Company <b>PHONE (A/C, No. Ext):</b> 949-242-9240 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> syoung@risk-strategies.com	
<b>INSURED</b> Capital Engineering Consultants, Inc. 11020 Sun Center Dr., Ste 100 Rancho Cordova CA 95670		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Property Casualty Co of America <b>INSURER B:</b> Travelers Indemnity Company of CT <b>INSURER C:</b> Continental Casualty Company <b>INSURER D:</b> Hartford Casualty Insurance Company <b>INSURER E:</b> <b>INSURER F:</b> Berkley Assurance Company	
		<b>NAIC #</b> 25674 25682 20443 29424  39462	

## COVERAGES

**CERTIFICATE NUMBER:** 67264893

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		6809N966071	9/1/2021	9/1/2022	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$1,000,000 MED EXP (Any one person) \$ \$10,000 PERSONAL & ADV INJURY \$ \$1,000,000 GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		BA1S88798A	9/1/2021	9/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	57WECPI2117	9/1/2021	9/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000
C	Professional Liability			AEH003987192	9/1/2021	9/1/2022	Per Claim: 1,000,000 Aggregate: 2,000,000
F	Cyber Liability	<input checked="" type="checkbox"/>		BCRS1RS40019400	9/1/2021	9/1/2022	Limit: \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Projects as on file with the insured including but not limited to Commissioning Services (Pool). Pasadena USD, its agents and officers are named as additional insureds on the general, auto and cyber liability policies and a waiver of subrogation applies to the work comp policy-see attached endorsements.

## CERTIFICATE HOLDER

Pasadena Unified School District  
Teo Sierra, CCM, Associate DBI  
PUSD Measure O Bond Program  
Procurements & Contracts  
351 South Hudson Avenue  
Pasadena CA 91109

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

RSC Insurance Brokerage

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ACORD 25 (2016/03)

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

## COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **PROVISIONS**

1. The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER FROM  
OTHERS ENDORSEMENT -CALIFORNIA**

**Policy Number:** 57WECPI2117

**Endorsement No.:** N/A

**Effective Date:** 9/1/2021

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** Capital Engineering Consultants, Inc.  
11020 Sun Center Dr., Ste 100  
Rancho Cordova CA 95670

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5 % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

**Job Description**

"ANY PERSON OR ORGANIZATION  
FROM WHOM YOU ARE REQUIRED BY  
WRITTEN CONTRACT OR AGREEMENT  
TO OBTAIN THIS WAIVER OF  
RIGHTS FROM US"

BLANKET WAIVER

Countersigned by \_\_\_\_\_

Authorized Representative

**Form WC 04 03 06**

**(1)** Printed in U.S.A.

**Policy Expiration Date:** 9/1/2022

Policy Number	Effective Date	Endorsement No.	Named Insured
BCRS1RS-400194-00	12:01 a.m. on 3/07/2022	3	Capital Engineering Consultants, Inc

### Additional Insured Specific Entity – Vicarious Liability Endorsement

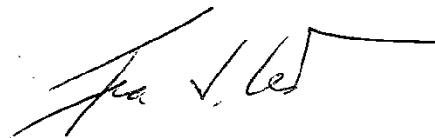
In consideration of the premium paid for this Policy, it is understood and agreed that solely with respect to Section I. INSURING AGREEMENTS, A.1-4, LIABILITY COVERAGES:

- Section II. DEFINITIONS is amended by adding the following to the term **Insured**:

The term **Insured** also includes Pasadena Unified School District, its agents and officers, 351 South Hudson Avenue, Pasadena, CA 91109, but only to the extent required by a written contract whereby the **Company** has agreed to provide insurance coverage under this Policy to such entity(ies) (hereinafter "Additional Insured" with respect to the coverage provided by this endorsement). Coverage for an "Additional Insured":

- applies only to its vicarious liability for the acts, errors or omissions of the **Company** or an **Insured Person**, and only for a **Data Security Event** or **Media Event** occurring after the execution of such written contract; and
  - is subject to the lesser of the limits of insurance required by such written contract or the applicable Limits of Liability of this Policy.
- The term **Insured** does not include any Additional Insured with respect to its own acts, errors or omissions, or the acts, errors or omissions of any officers, directors, principals, partners, trustees, employees, leased workers, interns, volunteers, temporary employees or others working for or on behalf of the Additional Insured.
  - Exclusion G. Insured v. Insured, shall not apply to that part of an otherwise covered **Claim** brought by an Additional Insured.

All other terms and conditions of this Policy remain unchanged.



Ira S. Lederman  
Secretary

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Capital Engineering Consultants, Inc.</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>11020 Sun Center Drive, Suite 100</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Rancho Cordova, CA 95670</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
9	4		-	1	4	9	2	6	7

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Fr. Guevara</i>	Date ► <i>01/14/2022</i>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



**PASADENA UNIFIED SCHOOL DISTRICT  
FACILITIES DIVISION**

March 2, 2022

Mr. Richard Young  
CBRE Heery, Inc.  
2221 Rosecrans Avenue, Suite 100  
El Segundo, CA 90245

**RE: NOTICE OF INTENT TO AWARD  
Commissioning Services (Pool) RFQ/P 12-21/22**

Dear Mr. Young:

You are hereby notified that Pasadena Unified School District intends to award your firm the Commissioning Services (Pool) contract for the above cited RFQ/P 12-21/22.


The following must be submitted within ten (10) days of receiving the contract:

1. Provide an executed and complete contract
2. Provide a W-9 form
3. Provide a Certificate of Insurance that complies with Article 6 of the contract.

Failure to comply with these conditions within the time specified will entitle the DISTRICT to consider your proposal abandoned and annul this Notice of Intent to Award.

After you comply with the above-referenced conditions, the DISTRICT will return to you one (1) fully executed contract. A kick-off meeting will be scheduled promptly at our mutual convenience.

Sincerely,

  
Leonard Hernandez  
Director of Facilities, M&O, Transportation and Security  
Pasadena Unified School District

cc. Ilene Mehrez, Procurement & Contracts Supervisor  
Teresa Castaneda, Interim Procurement & Contracts Supervisor  
Mia Harrison, Sourcing and Contracts Coordinator  
Teo Sierra, Bond Program Manager Measure O, SafeworkCM  
Kiyana Bella, Sr. Design Manager, SafeworkCM  
Raj Nandi, Program Controls Manager, SafeworkCM  
Files



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For Commissioning Services – Measure O Bond Program

### I. PARTIES

This Agreement for Commissioning Services (the “Agreement”) is made this day of April 25, 2022, between the Pasadena Unified School DISTRICT (hereinafter referred to as “PUSD” or “DISTRICT”) and CBRE Heery, Inc., hereinafter referred to as (the “Consultant”).

DISTRICT hereby engages Consultant to render described services under the terms and conditions of this agreement.

### II. PERFORMANCE OF SERVICES

Consultant agrees to perform the services described on “Scope of Services” of RFQ/P document (hereinafter “Services”) as an independent Consultant. Consultant will determine the means, manner, method, and details of performing the Services. Consultant shall be responsible for providing the Scope of Services delineated in the **RFQ/P 12-21/22 and Addendum No. 1 and 2 (Attachment A)**. Scope of Services Section of the **RFQ/P 12-21/22** is attached heretosoely for the purpose of defining the scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between the terms in Section D and the Agreement, the terms of this Agreement shall control and prevail. The parties agree that any term contained in Scope of Services Section from the **RFQ/P 12-21/22** that adds to, varies or conflicts with the terms of this Agreement is null and void.

### III. COMPENSATION

The DISTRICT hereby agrees to pay Consultant for the performance of services; compensation based upon time and materials and the attached fee schedule set forth in **Bid Form D (Attachment B)** on a per project basis. In no event shall Consultant’s compensation exceed Two Hundred and Fifty Thousand Dollars (\$250,000.00). Consultant shall be responsible for all expenses incurred in association with the performance of the Services unless otherwise permitted under Section D. Consultant shall invoice costs monthly for the services provided pursuant to this Agreement from the time the Consultant begins work on the Project. All costs must be supported by an invoice, receipt, or other acceptable documentation.

### IV. TERMS AND CONDITIONS

The term of this Agreement shall be for two (2) years, commencing on April 25, 2022 ,



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For Commissioning Services – Measure O Bond Program

through April 24, 2024. For the period of July 1, 2021 through June 30, 2024, the DISTRICT hereby agrees to pay the Contractor in connection with the above referenced services as authorized at the rates described on **Bid Form D (Attachment B)**. Contractor shall bill the DISTRICT as services are provided subject to the terms and conditions set forth in Article III – Compensation, above. This Agreement may be renewed, at the option of the District, for up to three (3) additional years upon mutual agreement.

### V. **DOCUMENTATION; RETENTION OF MATERIALS**

Consultant shall maintain adequate documentation to substantiate all charges.

- a. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of DISTRICT for inspection at any reasonable time.
- b. Consultant shall maintain the records or any other records related to the performance of this Agreement and shall allow DISTRICT access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

### VI. **INDEMNITY**

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

- a. Workers Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's sub-consultant'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, CONSULTANT or corporation employed by the Consultant or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent Architects who are directly employed by the DISTRICT;



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For Commissioning Services – Measure O Bond Program

c. **Professional Liability:** Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Consultant, or any person, CONSULTANT or corporation employed by the Consultant, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, CONSULTANT or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by Consultant in accordance with this Agreement, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

d. The Consultant, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article VI, Sections 1(a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

## VII. **INSURANCE**

Consultant shall procure and maintain from the Start Date until final payment is made to the Consultant, and shall require all sub-consultants to so procure and maintain for all periods during which such sub-consultants 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 Consultant's obligations under this contract.***

- a. Minimum insurance coverage amounts:
  1. General Liability Insurance with a combined single limit of no less than \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage.  
*\*Pasadena USD, its agents and officers, must be named as an additional insured.*
  2. Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than \$1,000,000 per accident.  
*\*Pasadena USD, its agents and officers, must be named as an additional insured.*
  3. Errors & Omissions Insurance, with limits of \$1,000,000 per claim/\$2,000,000 aggregate.  
*\*Pasadena USD, its agents and officers, must be named as an additional insured*
  4. Workers Compensation – Statutory Limits, waiver of subrogation



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For Commissioning Services – Measure O Bond Program

- required.
5. Cyber Liability Insurance, with limits of \$1,000,000 per claim/  
\$2,000,000  
aggregate.  
*\*Pasadena USD, its agents and officers, must be named as an  
additional insured*
- b. 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 Consultant.
- c. If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to the Agreement, the same shall be deemed a material breach of contract. The DISTRICT, at its sole option, may terminate this Agreement and obtain damages from the Consultant 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 Consultant, DISTRICT may deduct from sums due to the Consultant any premium costs advanced by the DISTRICT for such insurance.
- d. 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.
- e. Verification of Coverage, Consultant 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.
- f. 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.

### **VIII. ASSIGNMENT**

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of DISTRICT, in DISTRICT's sole and absolute



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For Commissioning Services – Measure O Bond Program

discretion. Consultant agrees that the DISTRICT shall have the right to approve any and all subConsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such sub-consultants.

### IX. TERMINATION

- a. Termination Without Cause. This Agreement may be terminated by DISTRICT without cause upon ten (10) days written notice to Consultant. If this Agreement is so terminated, Consultant shall be paid for all services satisfactorily rendered and expenses incurred to the date of receipt of notice of termination.

Upon such termination, Consultant shall submit to DISTRICT an itemized statement of services performed as of the date of termination. These services may include both completed work and work in progress at the time of termination. DISTRICT shall pay Consultant for any services for which compensation is owed; provided, however, DISTRICT shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to DISTRICT all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of DISTRICT without additional compensation to Consultant.

- b. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated immediately by either party upon written notice of default or breach to the other party as follows:
  - i. If Consultant fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or
  - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Consultant to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
  - iii. If Consultant becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
  - iv. If DISTRICT materially breaches any material duty under this Agreement



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For Commissioning Services – Measure O Bond Program

and any such breach impairs Consultant's ability to perform; or

- v. If it is found by DISTRICT that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Consultant, or any agent or representative of Consultant, to any officer or employee of the DISTRICT with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract.
- c. Opportunity to Cure. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified above, and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- d. Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this paragraph survive termination:
  - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
  - ii. Consultant shall satisfactorily complete work in progress at the agreed rate
  - iii. (or a pro rata basis if necessary) if so requested by DISTRICT;
  - iv. Consultant shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by DISTRICT;
  - v. Consultant shall promptly deliver to DISTRICT possession all proprietary information.

### x. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail. The foregoing addresses may be changed by written



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For Commissioning Services – Measure O Bond Program

notice to the other party as provided herein.

### To the CONSULTANT:

<b>Name:</b>	Richard Young		
<b>Company:</b>	CBRE Heery, Inc.		
<b>Address:</b>	2221 Rosecrans Avenue, #100		
	El Segundo, CA 90245		
<b>Telephone:</b>	(503) 431-6180	<b>email:</b>	Richard.young3@cbre.com

### To the DISTRICT:

<b>Name:</b>	Leslie Barnes, Ed.D. Chief Business Officer		
	Pasadena Unified School DISTRICT		
<b>Address:</b>	351 S. Hudson Ave., Room 102		
	Pasadena, CA 91109		
<b>Telephone:</b>	626-396-3600		

## **XI. INDEPENDENT CONSULTANT**

- a. It is understood and agreed that Consultant (including Consultant's employees) is an independent Consultant and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of DISTRICT. DISTRICT is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent Consultant, Consultant hereby agrees to indemnify and hold DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.
- b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of DISTRICT as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use DISTRICT facilities, space, equipment or support services in the performance of this Agreement, this use shall



# **PASADENA UNIFIED SCHOOL DISTRICT**

## **Professional Services Agreement For Commissioning Services – Measure O Bond Program**

be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the DISTRICT does not require that Consultant use DISTRICT facilities, equipment or support services or work in DISTRICT locations in the performance of this Agreement.

- c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subConsultants.
- d. Nothing in this Agreement shall be construed to create an exclusive relationship between DISTRICT and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

### **XII. ADDITIONAL SERVICES**

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid at the rates set forth in Section D, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

### **XIII. SUCCESSORS AND ASSIGNS**

DISTRICT and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

### **XIV. TIME OF PERFORMANCE**

Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of DISTRICT.

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



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For Commissioning Services – Measure O Bond Program

**DISTRICT:**  
**PASADENA UNIFIED SCHOOL DISTRICT**

---

**Signature**  
**Leslie Barnes, Ed.D., Chief Business Officer**

---

**Date**

**CONSULTANT:**  
**CBRE Heery, Inc.**

---

**Printed Name**  
Richard Young

---

**Title**  
Managing Director

**Signature**

A handwritten signature in black ink, appearing to read "Richard Young", is written over a horizontal line.

**Date** March 25, 2020

Authorized Officers or Agents

(CORPORATE SEAL)

## **GENERAL TERMS AND CONDITIONS**

### **1. PROPOSAL ACCEPTANCE.**

Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after receipt unless otherwise stipulated. The DISTRICT reserves the right to accept or reject any and all proposals and reserves the right to waive any informality.

### **2. CONTRACT RENEWAL**

DISTRICT will issue a contract that will have rates CONSULTANT for the initial term of the contract. Pricing changes may be considered by DISTRICT for additional contract terms; however, DISTRICT may cancel the contract if a requested price change is not acceptable. All contract renewals must be done in writing.

### **3. EXECUTION OF THE CONTRACT**

The contract shall be signed by the Proposer and returned, along with the required attachments to DISTRICT within 10 working days. The period for execution may be changed by mutual agreement of the parties. Contracts are not effective until approved by the appropriate DISTRICT officials. Any work performed prior to receipt of a fully executed contract shall be at Proposer's own risk.

### **4. FAILURE TO EXECUTE THE PROPOSER**

Failure to execute the contract within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the contract. If the successful Proposer refuses or fails to execute the contract, DISTRICT may award the contract to the next qualified highest ranked Proposer.

### **5. PERFORMANCE FAILURE**

If the Proposer fails or neglects to furnish any of the services listed herein at the prices quoted and at the time and places stated or persistently fails to furnish safe and satisfactory equipment or otherwise does not comply with the terms of the contract DISTRICT may, upon written notice to the Proposer, cancel the entire contract or cancel or rescind any or all items affected by such default; and may, regardless of the type of cancellation, procure services elsewhere without notice to the Proposer. The prices paid by DISTRICT at the time such services are procured shall be considered the prevailing market prices.

### **6. TERMINATION OF CONTRACT**

The DISTRICT may terminate the contract at any time for any reason within 10 business days' notice to the Proposer.

### **7. CONTRACT CHANGES.**

No changes or alterations to this contract shall be made without specific prior written approval by the DISTRICT.

**8. INVENTORY OF VEHICLES**

Inventory list of vehicles and Property to be used for the purpose of this contract will be provided to the DISTRICT. This listing shall include the make of the vehicle, body type, year of the vehicle's manufacture, capacity, present mileage, condition for each vehicle, and license plate number.

**9. PROPOSER PERSONNEL**

All personnel assigned to perform under this contract shall be subject to continuous approval by the DISTRICT. All drivers employed or subcontracted by the Proposer to provide services in this Agreement shall have and maintain a valid California Driver License. All drivers shall be subject to a background check prior to the beginning of this contract and once every three years thereafter to the extent allowed by law. Any driver who fails their background check will be immediately removed from servicing the contract.

**10. CONFIDENTIALITY**

Any and all information given to drivers regarding pupils is to be considered confidential and under no conditions shall this information be used to invade privacy rights of the pupils, their parents, guardians or care givers. Any breach of confidentiality may result in removal from DISTRICT routes. All information on old route sheets shall be shredded.

**11. INDEMNIFICATION**

The Proposer will agree to indemnify, defend, and save harmless the DISTRICT, its officers, agents, employees, and volunteers from any and all claims and losses accruing or resulting to any and all persons, CONSULTANTS, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement and from any and all claims and losses resulting to any person, CONSULTANT, or corporation who may be injured or damaged by the Provider in the performance of this agreement.

**12. INSURANCE REQUIREMENTS**

*Refer to the insurance requirements Article VII.*

**13. ANTI-DISCRIMINATION.**

It is the policy of the Pasadena Unified School DISTRICT Board of Education that in connection with all work performed under contracted services, construction and purchasing contracts, there is to be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Proposer agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Proposer agrees to require such compliance by all subProposers employed on the work by him.

**14. GOVERNING LAW.**

This contract shall be governed by and construed in accordance with the laws of the State of

California.

**15. ATTORNEYS' FEES.**

If any action is brought by either party against the other party hereunder, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.

**16. NO ORAL MODIFICATION.**

Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

**17. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
03/09/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Stamford CT Office 1600 Summer Street Stamford CT 06907-4907 USA	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C. No. Ext): (866) 283-7122 <b>FAX</b> (A/C. No.): (800) 363-0105 <b>E-MAIL ADDRESS:</b>														
<b>INSURED</b> CBRE Group, Inc. and Subsidiaries 2100 McKinney Avenue Suite 1250 Dallas TX 75201 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Zurich American Ins Co</td><td>16535</td></tr><tr><td>INSURER B: American Zurich Ins Co</td><td>40142</td></tr><tr><td>INSURER C: ACE Property &amp; Casualty Insurance Co.</td><td>20699</td></tr><tr><td>INSURER D: Navigators Insurance Co</td><td>42307</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Ins Co	16535	INSURER B: American Zurich Ins Co	40142	INSURER C: ACE Property & Casualty Insurance Co.	20699	INSURER D: Navigators Insurance Co	42307	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

**COVERAGES** **CERTIFICATE NUMBER:** 570091930825 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

Limits shown as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <table><tr><td><input type="checkbox"/> CLAIMS-MADE</td><td><input checked="" type="checkbox"/> OCCUR</td></tr></table> GEN'L AGGREGATE LIMIT APPLIES PER: <table><tr><td><input type="checkbox"/> POLICY</td><td><input type="checkbox"/> PROJECT</td><td><input checked="" type="checkbox"/> LOC</td></tr></table> OTHER:	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR	<input type="checkbox"/> POLICY	<input type="checkbox"/> PROJECT	<input checked="" type="checkbox"/> LOC	Y		GL0838419920	03/01/2022	03/01/2023	<table><tr><td>EACH OCCURRENCE</td><td>\$5,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$50,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$5,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$5,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$5,000,000</td></tr></table>	EACH OCCURRENCE	\$5,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$5,000,000	GENERAL AGGREGATE	\$5,000,000	PRODUCTS - COMP/OP AGG	\$5,000,000
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A	<b>AUTOMOBILE LIABILITY</b> <table><tr><td><input checked="" type="checkbox"/> ANY AUTO</td><td><input type="checkbox"/> SCHEDULED AUTOS</td></tr><tr><td><input type="checkbox"/> OWNED AUTOS ONLY</td><td><input type="checkbox"/> NON-OWNED AUTOS ONLY</td></tr><tr><td><input type="checkbox"/> HIRED AUTOS ONLY</td><td></td></tr></table>	<input checked="" type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY	<input type="checkbox"/> HIRED AUTOS ONLY		Y		BAP 8384200 20	03/01/2022	03/01/2023	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$5,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000	BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)				
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C	<table><tr><td><input checked="" type="checkbox"/> UMBRELLA LIAB</td><td><input checked="" type="checkbox"/> OCCUR</td></tr><tr><td><input type="checkbox"/> EXCESS LIAB</td><td><input type="checkbox"/> CLAIMS-MADE</td></tr><tr><td colspan="2">DED <input checked="" type="checkbox"/> RETENTION \$10,000</td></tr></table>	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	DED <input checked="" type="checkbox"/> RETENTION \$10,000				G27952501007	03/01/2022	03/01/2023	<table><tr><td>EACH OCCURRENCE</td><td>\$5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$5,000,000</td></tr></table>	EACH OCCURRENCE	\$5,000,000	AGGREGATE	\$5,000,000							
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AGGREGATE	\$5,000,000																							
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC838419523 All Other States WC914173616 Wisconsin	03/01/2022 03/01/2022	03/01/2023 03/01/2023	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE</td><td><input type="checkbox"/> OTHER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-EA EMPLOYEE</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-POLICY LIMIT</td><td>\$1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER	E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE-EA EMPLOYEE	\$1,000,000	E.L. DISEASE-POLICY LIMIT	\$1,000,000									
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E.L. DISEASE-POLICY LIMIT	\$1,000,000																							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
CBRE Heery, Inc. is a subsidiary of CBRE Group, Inc. RE: Project Name: HII-2212800 - PUSD MSA Cx Services, Ref. RFQ/P No. 12-21/22. Pasadena USD, its agents and officers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. A waiver of Subrogation is granted in favor of Pasadena USD, its agents and officers in accordance with the policy provisions of the workers' Compensation policy and per the applicable written contract.

## CERTIFICATE HOLDER

Pasadena Unified School District  
351 South Hudson Avenue  
Pasadena CA 91109 USA

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Aon Risk Services Northeast, Inc.*

Holder Identifier : EGJ

570091930825

Certificate No :



POLICY NUMBER: GLO 8384199-20

COMMERCIAL GENERAL LIABILITY  
CG 20 26 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that the insured has agreed by written contract or written agreement to name as an additional insured and executed prior to the occurrence of any loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT— CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \_\_\_\_\_ % of the California workers' compensation premium otherwise due on such remuneration.

### Schedule

#### Person or Organization

ANY PERSON AND/OR  
ORGANIZATION AS  
REQUIRED BY WRITTEN  
CONTRACT EXECUTED  
PRIOR TO ACCIDENT OR  
LOSS.

#### Job Description

WC 8384195-23

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**ENDORSEMENT**

---

Insurance for this coverage part provided by:  
ZURICH AMERICAN INSURANCE COMPANY

Policy Number  
BAP 8384200-20  
Renewal of Number  
BAP 8384200-19

**ADDITIONAL INSURED ENDORSEMENT - WHERE REQUIRED**

IT IS AGREED THAT "INSURED" INCLUDES ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED, BY WRITTEN CONTRACT, OR WRITTEN AGREEMENT, TO PROVIDE INSURANCE AS PROVIDED BY THIS POLICY, BUT ONLY TO THE LIMIT AND SCOPE OF INSURANCE AGREED BY THE NAMED INSURED. IN NO EVENT SHALL THE COVERAGES OR LIMITS OF INSURANCE IN THIS COVERAGE FORM BE INCREASED BY SUCH CONTRACT. WHEN REQUIRED BY SUCH A WRITTEN CONTRACT OR WRITTEN AGREEMENT WITH THE NAMED INSURED, THIS INSURANCE WILL ACT AS PRIMARY AND NON-CONTRIBUTORY INSURANCE ON BEHALF OF SUCH INSURED.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
03/09/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Stamford CT Office 1600 Summer Street Stamford CT 06907-4907 USA	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C. No. Ext): (866) 283-7122 <b>FAX</b> (A/C. No.): (800) 363-0105 <b>E-MAIL ADDRESS:</b>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> CBRE Group, Inc. 2100 McKinney Avenue Suite 1250 Dallas TX 75201 USA	<b>INSURER A:</b> AIG Specialty Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>		26883

**COVERAGES****CERTIFICATE NUMBER:** 570091936140**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Cyber Liability			018254526 SIR applies per policy terms	11/01/2021	11/01/2022	Per Claim/Aggregate SIR \$5,000,000 \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

CBRE Heery, Inc. is a subsidiary of CBRE Group, Inc. RE: Project Name: HII-2212800 - PUSD MSA Cx Services, Ref. RFQ/P No. 12-21/22.

**CERTIFICATE HOLDER****CANCELLATION**

<b>Pasadena Unified School District</b> 351 South Hudson Avenue Pasadena CA 91109 USA	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b> <b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Services Northeast, Inc.</i>
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Holder Identifier :

Certificate No : 570091936140

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>CBRE Heery, Inc.</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>3550 Lenox Road NE, Suite 2300</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Atlanta, GA 30326</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
5	8		-	0	8	2	7	9	4

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 08.10.2021
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



**PASADENA UNIFIED SCHOOL DISTRICT  
FACILITIES DIVISION**

March 2, 2022

Mr. Nicolas Alpers  
Alpers Engineering Group, LLC  
1111 Sixth Avenue, Suite 310  
San Diego, CA 92101

**RE: NOTICE OF INTENT TO AWARD  
Commissioning Services (Pool) RFQ/P 12-21/22**

Dear Mr. Alpers:

You are hereby notified that Pasadena Unified School District intends to award your firm the Commissioning Services (Pool) contract for the above cited RFQ/P 12-21/22.

The following must be submitted within ten (10) days of receiving the contract:

1. Provide an executed and complete contract
2. Provide a W-9 form
3. Provide a Certificate of Insurance that complies with Article 6 of the contract.

Failure to comply with these conditions within the time specified will entitle the DISTRICT to consider your proposal abandoned and annul this Notice of Intent to Award.

After you comply with the above-referenced conditions, the DISTRICT will return to you one (1) fully executed contract. A kick-off meeting will be scheduled promptly at our mutual convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Leonard Hernandez", is written over a circular stamp. The signature is fluid and cursive.

Leonard Hernandez  
Director of Facilities, M&O, Transportation and Security  
Pasadena Unified School District

cc. Ilene Mehrez, Procurement & Contracts Supervisor  
Teresa Castaneda, Interim Procurement & Contracts Supervisor  
Mia Harrison, Sourcing and Contracts Coordinator  
Teo Sierra, Bond Program Manager Measure O, SafeworkCM  
Kiyana Bella, Sr. Design Manager, SafeworkCM  
Raj Nandi, Program Controls Manager, SafeworkCM  
Files



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For Commissioning Services – Measure O Bond Program

### I. PARTIES

This Agreement for Commissioning Services (the “Agreement”) is made this day of April 25, 2022, between the Pasadena Unified School DISTRICT (hereinafter referred to as “PUSD” or “DISTRICT”) and Alpers Engineering Group, hereinafter referred to as (the “Consultant”).

DISTRICT hereby engages Consultant to render described services under the terms and conditions of this agreement.

### II. PERFORMANCE OF SERVICES

Consultant agrees to perform the services described on “Scope of Services” of RFQ/P document (hereinafter “Services”) as an independent Consultant. Consultant will determine the means, manner, method, and details of performing the Services. Consultant shall be responsible for providing the Scope of Services delineated in the **RFQ/P 12-21/22 and Addendum No. 1 and 2 (Attachment A)**. Scope of Services Section of the **RFQ/P 12-21/22** is attached heretosoely for the purpose of defining the scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between the terms in Section D and the Agreement, the terms of this Agreement shall control and prevail. The parties agree that any term contained in Scope of Services Section from the **RFQ/P 12-21/22** that adds to, varies or conflicts with the terms of this Agreement is null and void.

### III. COMPENSATION

The DISTRICT hereby agrees to pay Consultant for the performance of services; compensation based upon time and materials and the attached fee schedule set forth in **Bid Form D (Attachment B)** on a per project basis. In no event shall Consultant’s compensation exceed Two Hundred and Fifty Thousand Dollars (\$250,000.00). Consultant shall be responsible for all expenses incurred in association with the performance of the Services unless otherwise permitted under Section D. Consultant shall invoice costs monthly for the services provided pursuant to this Agreement from the time the Consultant begins work on the Project. All costs must be supported by an invoice, receipt, or other acceptable documentation.

### IV. TERMS AND CONDITIONS

The term of this Agreement shall be for two (2) years, commencing on April 25, 2022 ,



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For Commissioning Services – Measure O Bond Program

through April 24, 2024. For the period of July 1, 2021 through June 30, 2024, the DISTRICT hereby agrees to pay the Contractor in connection with the above referenced services as authorized at the rates described on **Bid Form D (Attachment B)**. Contractor shall bill the DISTRICT as services are provided subject to the terms and conditions set forth in Article III – Compensation, above. This Agreement may be renewed, at the option of the District, for up to three (3) additional years upon mutual agreement.

### V. DOCUMENTATION; RETENTION OF MATERIALS

Consultant shall maintain adequate documentation to substantiate all charges.

- a. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of DISTRICT for inspection at any reasonable time.
- b. Consultant shall maintain the records or any other records related to the performance of this Agreement and shall allow DISTRICT access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

### VI. INDEMNITY

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

- a. Workers Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's sub-consultant'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, CONSULTANT or corporation employed by the Consultant or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent Architects who are directly employed by the DISTRICT;



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For Commissioning Services – Measure O Bond Program

c. **Professional Liability:** Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Consultant, or any person, CONSULTANT or corporation employed by the Consultant, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, CONSULTANT or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by Consultant in accordance with this Agreement, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

d. The Consultant, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article VI, Sections 1(a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

## VII. **INSURANCE**

Consultant shall procure and maintain from the Start Date until final payment is made to the Consultant, and shall require all sub-consultants to so procure and maintain for all periods during which such sub-consultants 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 Consultant's obligations under this contract.***

- a. Minimum insurance coverage amounts:
  1. General Liability Insurance with a combined single limit of no less than \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage.  
*\*Pasadena USD, its agents and officers, must be named as an additional insured.*
  2. Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than \$1,000,000 per accident.  
*\*Pasadena USD, its agents and officers, must be named as an additional insured.*
  3. Errors & Omissions Insurance, with limits of \$1,000,000 per claim/\$2,000,000 aggregate.  
*\*Pasadena USD, its agents and officers, must be named as an additional insured*
  4. Workers Compensation – Statutory Limits, waiver of subrogation



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For Commissioning Services – Measure O Bond Program

- required.
5. Cyber Liability Insurance, with limits of \$1,000,000 per claim/  
\$2,000,000  
aggregate.  
*\*Pasadena USD, its agents and officers, must be named as an  
additional insured*
- b. 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 Consultant.
- c. If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to the Agreement, the same shall be deemed a material breach of contract. The DISTRICT, at its sole option, may terminate this Agreement and obtain damages from the Consultant 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 Consultant, DISTRICT may deduct from sums due to the Consultant any premium costs advanced by the DISTRICT for such insurance.
- d. 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.
- e. Verification of Coverage, Consultant 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.
- f. 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.

### **VIII. ASSIGNMENT**

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of DISTRICT, in DISTRICT's sole and absolute



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For Commissioning Services – Measure O Bond Program

discretion. Consultant agrees that the DISTRICT shall have the right to approve any and all subConsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such sub-consultants.

### IX. TERMINATION

- a. Termination Without Cause. This Agreement may be terminated by DISTRICT without cause upon ten (10) days written notice to Consultant. If this Agreement is so terminated, Consultant shall be paid for all services satisfactorily rendered and expenses incurred to the date of receipt of notice of termination.

Upon such termination, Consultant shall submit to DISTRICT an itemized statement of services performed as of the date of termination. These services may include both completed work and work in progress at the time of termination. DISTRICT shall pay Consultant for any services for which compensation is owed; provided, however, DISTRICT shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to DISTRICT all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of DISTRICT without additional compensation to Consultant.

- b. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated immediately by either party upon written notice of default or breach to the other party as follows:
  - i. If Consultant fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or
  - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Consultant to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
  - iii. If Consultant becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
  - iv. If DISTRICT materially breaches any material duty under this Agreement



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For Commissioning Services – Measure O Bond Program

and any such breach impairs Consultant's ability to perform; or

- v. If it is found by DISTRICT that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Consultant, or any agent or representative of Consultant, to any officer or employee of the DISTRICT with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract.
- c. Opportunity to Cure. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified above, and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- d. Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this paragraph survive termination:
  - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
  - ii. Consultant shall satisfactorily complete work in progress at the agreed rate
  - iii. (or a pro rata basis if necessary) if so requested by DISTRICT;
  - iv. Consultant shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by DISTRICT;
  - v. Consultant shall promptly deliver to DISTRICT possession all proprietary information.

### x. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail. The foregoing addresses may be changed by written



## PASADENA UNIFIED SCHOOL DISTRICT

### Professional Services Agreement For Commissioning Services – Measure O Bond Program

notice to the other party as provided herein.

#### To the CONSULTANT:

<b>Name:</b>	Nicholas Alpers, Owner		
<b>Company:</b>	Alpers Engineering Group, LLC		
<b>Address:</b>	1111 Sixth Avenue, Suite 310		
	San Diego, CA 92101		
<b>Telephone:</b>	(619) 786-8521	<b>email:</b>	nicholas@alpersengineering.com

#### To the DISTRICT:

<b>Name:</b>	Leslie Barnes, Ed.D. Chief Business Officer		
	Pasadena Unified School DISTRICT		
<b>Address:</b>	351 S. Hudson Ave., Room 102		
	Pasadena, CA 91109		
<b>Telephone:</b>	626-396-3600		

#### **XI. INDEPENDENT CONSULTANT**

- a. It is understood and agreed that Consultant (including Consultant's employees) is an independent Consultant and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of DISTRICT. DISTRICT is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent Consultant, Consultant hereby agrees to indemnify and hold DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.
- b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of DISTRICT as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use DISTRICT facilities, space, equipment or support services in the performance of this Agreement, this use shall



# **PASADENA UNIFIED SCHOOL DISTRICT**

## **Professional Services Agreement For Commissioning Services – Measure O Bond Program**

be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the DISTRICT does not require that Consultant use DISTRICT facilities, equipment or support services or work in DISTRICT locations in the performance of this Agreement.

- c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subConsultants.
- d. Nothing in this Agreement shall be construed to create an exclusive relationship between DISTRICT and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

### **XII. ADDITIONAL SERVICES**

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid at the rates set forth in Section D, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

### **XIII. SUCCESSORS AND ASSIGNS**

DISTRICT and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

### **XIV. TIME OF PERFORMANCE**

Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of DISTRICT.

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



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For Commissioning Services – Measure O Bond Program

**DISTRICT:**  
**PASADENA UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
**Signature**  
**Leslie Barnes, Ed.D., Chief Business Officer**

\_\_\_\_\_  
**Date**

**CONSULTANT:**  
**Alpers Engineering Group, LLC**

\_\_\_\_\_  
Nicholas Alpers

\_\_\_\_\_  
Principal

**Printed Name**   
\_\_\_\_\_

**Title**

\_\_\_\_\_  
3/8/2022

**Signature**

**Date**

Authorized Officers or Agents

(CORPORATE SEAL)

## **GENERAL TERMS AND CONDITIONS**

### **1. PROPOSAL ACCEPTANCE.**

Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after receipt unless otherwise stipulated. The DISTRICT reserves the right to accept or reject any and all proposals and reserves the right to waive any informality.

### **2. CONTRACT RENEWAL**

DISTRICT will issue a contract that will have rates CONSULTANT for the initial term of the contract. Pricing changes may be considered by DISTRICT for additional contract terms; however, DISTRICT may cancel the contract if a requested price change is not acceptable. All contract renewals must be done in writing.

### **3. EXECUTION OF THE CONTRACT**

The contract shall be signed by the Proposer and returned, along with the required attachments to DISTRICT within 10 working days. The period for execution may be changed by mutual agreement of the parties. Contracts are not effective until approved by the appropriate DISTRICT officials. Any work performed prior to receipt of a fully executed contract shall be at Proposer's own risk.

### **4. FAILURE TO EXECUTE THE PROPOSER**

Failure to execute the contract within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the contract. If the successful Proposer refuses or fails to execute the contract, DISTRICT may award the contract to the next qualified highest ranked Proposer.

### **5. PERFORMANCE FAILURE**

If the Proposer fails or neglects to furnish any of the services listed herein at the prices quoted and at the time and places stated or persistently fails to furnish safe and satisfactory equipment or otherwise does not comply with the terms of the contract DISTRICT may, upon written notice to the Proposer, cancel the entire contract or cancel or rescind any or all items affected by such default; and may, regardless of the type of cancellation, procure services elsewhere without notice to the Proposer. The prices paid by DISTRICT at the time such services are procured shall be considered the prevailing market prices.

### **6. TERMINATION OF CONTRACT**

The DISTRICT may terminate the contract at any time for any reason within 10 business days' notice to the Proposer.

### **7. CONTRACT CHANGES.**

No changes or alterations to this contract shall be made without specific prior written approval by the DISTRICT.

**8. INVENTORY OF VEHICLES**

Inventory list of vehicles and Property to be used for the purpose of this contract will be provided to the DISTRICT. This listing shall include the make of the vehicle, body type, year of the vehicle's manufacture, capacity, present mileage, condition for each vehicle, and license plate number.

**9. PROPOSER PERSONNEL**

All personnel assigned to perform under this contract shall be subject to continuous approval by the DISTRICT. All drivers employed or subcontracted by the Proposer to provide services in this Agreement shall have and maintain a valid California Driver License. All drivers shall be subject to a background check prior to the beginning of this contract and once every three years thereafter to the extent allowed by law. Any driver who fails their background check will be immediately removed from servicing the contract.

**10. CONFIDENTIALITY**

Any and all information given to drivers regarding pupils is to be considered confidential and under no conditions shall this information be used to invade privacy rights of the pupils, their parents, guardians or care givers. Any breach of confidentiality may result in removal from DISTRICT routes. All information on old route sheets shall be shredded.

**11. INDEMNIFICATION**

The Proposer will agree to indemnify, defend, and save harmless the DISTRICT, its officers, agents, employees, and volunteers from any and all claims and losses accruing or resulting to any and all persons, CONSULTANTS, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement and from any and all claims and losses resulting to any person, CONSULTANT, or corporation who may be injured or damaged by the Provider in the performance of this agreement.

**12. INSURANCE REQUIREMENTS**

*Refer to the insurance requirements Article VII.*

**13. ANTI-DISCRIMINATION.**

It is the policy of the Pasadena Unified School DISTRICT Board of Education that in connection with all work performed under contracted services, construction and purchasing contracts, there is to be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Proposer agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Proposer agrees to require such compliance by all subProposers employed on the work by him.

**14. GOVERNING LAW.**

This contract shall be governed by and construed in accordance with the laws of the State of

California.

**15. ATTORNEYS' FEES.**

If any action is brought by either party against the other party hereunder, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.

**16. NO ORAL MODIFICATION.**

Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

**17. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.



ALPEENG-01

JCASTANEDA

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Walsh Carter & Associates Insurance Services, LLC 423 Washington Street, #500 San Francisco, CA 94111	<b>CONTACT NAME:</b> Jillian Castaneda <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> jcastaneda@walshcarter.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Property and Casualty Company of America
	<b>INSURER B:</b> Travelers Companies
	<b>INSURER C:</b> Tokio Marine Specialty Insurance Company
	<b>INSURER D:</b> North American Specialty Ins.
	<b>INSURER E:</b>
	<b>INSURER F:</b>

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			680-3J690739	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA-5R206033	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b>						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-2K988829	4/1/2021	4/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>Professional Liabilt</b>			HCC2124394	5/9/2021	5/9/2022	Limit 2,000,000
D	<b>Cyber Liability</b>			C-4LRD-182991	3/10/2022	3/10/2023	Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
\*30 Day Cancellation Written Notice and 10 day for Non-Payment of Premium/Non-Reporting of Payroll.

## CERTIFICATE HOLDER

## CANCELLATION

Pasadena Unified School District, its board, officials, employees and agents as additional insured.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II - WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the lim-

its of insurance described in Section III - Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is

## COMMERCIAL GENERAL LIABILITY

available to the additional insured when that person or organization is an additional insured under any other insurance.

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you be-

fore, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT – CALIFORNIA  
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

**Schedule**

**Person or Organization**

**Job Description**

ANY PERSON OR ORGANIZATION FOR  
WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED  
PRIOR TO LOSS TO FURNISH THIS  
WAIVER.

ENGINEERS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraph **5. Transfer of Rights Of Recovery Against Others To Us** of the CONDITIONS section is replaced by the following:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph **e.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

POLICY NUMBER: BA-3J690856-18-GRP

COMMERCIAL AUTO  
ISSUE DATE: 02-07-18

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION THAT  
YOU ARE REQUIRED TO INCLUDE AS  
ADDITIONAL INSURED ON THE COVERAGE  
FORM IN A WRITTEN CONTRACT OR  
AGREEMENT THAT IS SIGNED AND  
EXECUTED BY YOU BEFORE THE BODILY  
INJURY OR PROPERTY DAMAGE  
OCCURS AND THAT IS IN EFFECT  
DURING THE POLICY PERIOD.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Cov-

ered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.



**PASADENA UNIFIED SCHOOL DISTRICT  
FACILITIES DIVISION**

March 2, 2022

Mr. James Becker  
3QC  
155 North Lake Avenue, 8<sup>th</sup> Floor  
Pasadena, CA 91101

**RE: NOTICE OF INTENT TO AWARD  
Commissioning Services (Pool) RFQ/P 12-21/22**

Dear Mr. Becker:

You are hereby notified that Pasadena Unified School District intends to award your firm the Commissioning Services (Pool) contract for the above cited RFQ/P 12-21/22.

The following must be submitted within ten (10) days of receiving the contract:

1. Provide an executed and complete contract
2. Provide a W-9 form
3. Provide a Certificate of Insurance that complies with Article 6 of the contract.

Failure to comply with these conditions within the time specified will entitle the DISTRICT to consider your proposal abandoned and annul this Notice of Intent to Award.

After you comply with the above-referenced conditions, the DISTRICT will return to you one (1) fully executed contract. A kick-off meeting will be scheduled promptly at our mutual convenience.

Sincerely,

Leonard Hernandez  
Director of Facilities, M&O, Transportation and Security  
Pasadena Unified School District

cc. Ilene Mehrez, Procurement & Contracts Supervisor  
Teresa Castaneda, Interim Procurement & Contracts Supervisor  
Mia Harrison, Sourcing and Contracts Coordinator  
Teo Sierra, Bond Program Manager Measure O, SafeworkCM  
Kiyana Bella, Sr. Design Manager, SafeworkCM  
Raj Nandi, Program Controls Manager, SafeworkCM  
Files



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For Commissioning Services – Measure O Bond Program

### I. PARTIES

This Agreement for Commissioning Services (the “Agreement”) is made this day of April 25, 2022, between the Pasadena Unified School DISTRICT (hereinafter referred to as “PUSD” or “DISTRICT”) and 3QC, hereinafter referred to as (the “Consultant”).

DISTRICT hereby engages Consultant to render described services under the terms and conditions of this agreement.

### II. PERFORMANCE OF SERVICES

Consultant agrees to perform the services described on “Scope of Services” of RFQ/P document (hereinafter “Services”) as an independent Consultant. Consultant will determine the means, manner, method, and details of performing the Services. Consultant shall be responsible for providing the Scope of Services delineated in the **RFQ/P 12-21/22 and Addendum No. 1 and 2 (Attachment A)**. Scope of Services Section of the **RFQ/P 12-21/22** is attached heretosoely for the purpose of defining the scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between the terms in Section D and the Agreement, the terms of this Agreement shall control and prevail. The parties agree that any term contained in Scope of Services Section from the **RFQ/P 12-21/22** that adds to, varies or conflicts with the terms of this Agreement is null and void.

### III. COMPENSATION

The DISTRICT hereby agrees to pay Consultant for the performance of services; compensation based upon time and materials and the attached fee schedule set forth in **Bid Form D (Attachment B)** on a per project basis. In no event shall Consultant’s compensation exceed Two Hundred and Fifty Thousand Dollars (\$250,000.00). Consultant shall be responsible for all expenses incurred in association with the performance of the Services unless otherwise permitted under Section D. Consultant shall invoice costs monthly for the services provided pursuant to this Agreement from the time the Consultant begins work on the Project. All costs must be supported by an invoice, receipt, or other acceptable documentation.

### IV. TERMS AND CONDITIONS

The term of this Agreement shall be for two (2) years, commencing on April 25, 2022 , through April 24, 2024. For the period of July 1, 2021 through June 30, 2024, the DISTRICT



## PASADENA UNIFIED SCHOOL DISTRICT

### Professional Services Agreement For

### Commissioning Services – Measure O Bond Program

herby agrees to pay the Contractor in connection with the above referenced services as authorized at the rates described on **Bid Form D (Attachment B)**. Contractor shall bill the DISTRICT as services are provided subject to the terms and conditions set forth in Article III – Compensation, above. This Agreement may be renewed, at the option of the District, for up to three (3) additional years upon mutual agreement

#### V. DOCUMENTATION; RETENTION OF MATERIALS

Consultant shall maintain adequate documentation to substantiate all charges.

- a. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of DISTRICT for inspection at any reasonable time.
- b. Consultant shall maintain the records or any other records related to the performance of this Agreement and shall allow DISTRICT access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

#### VI. INDEMNITY

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

- a. Workers Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's sub-consultant'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, CONSULTANT or corporation employed by the Consultant or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent Architects who are directly employed by the DISTRICT;



## PASADENA UNIFIED SCHOOL DISTRICT

### Professional Services Agreement For

### Commissioning Services – Measure O Bond Program

c. Professional Liability: Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Consultant, or any person, CONSULTANT or corporation employed by the Consultant, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, CONSULTANT or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by Consultant in accordance with this Agreement, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

d. The Consultant, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article VI, Sections 1(a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

## VII. INSURANCE

Consultant shall procure and maintain from the Start Date until final payment is made to the Consultant, and shall require all sub-consultants to so procure and maintain for all periods during which such sub-consultants 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 Consultant's obligations under this contract.***

a. Minimum insurance coverage amounts:

1. General Liability Insurance with a combined single limit of no less than \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage.

*\*Pasadena USD, its agents and officers, must be named as an additional insured.*

2. Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than \$1,000,000 per accident.

*\*Pasadena USD, its agents and officers, must be named as an additional insured.*

3. Errors & Omissions Insurance, with limits of \$1,000,000 per claim/\$2,000,000 aggregate.

*\*Pasadena USD, its agents and officers, must be named as an additional insured*

4. Workers Compensation – Statutory Limits, waiver of subrogation



## PASADENA UNIFIED SCHOOL DISTRICT

### Professional Services Agreement For

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- required.
5. Cyber Liability Insurance, with limits of \$1,000,000 per claim/  
\$2,000,000  
aggregate.  
*\*Pasadena USD, its agents and officers, must be named as an  
additional insured*
- b. 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 Consultant.
- c. If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to the Agreement, the same shall be deemed a material breach of contract. The DISTRICT, at its sole option, may terminate this Agreement and obtain damages from the Consultant 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 Consultant, DISTRICT may deduct from sums due to the Consultant any premium costs advanced by the DISTRICT for such insurance.
- d. 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.
- e. Verification of Coverage, Consultant 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.
- f. 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.

## VIII. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of DISTRICT, in DISTRICT's sole and absolute



## PASADENA UNIFIED SCHOOL DISTRICT

### Professional Services Agreement For

### Commissioning Services – Measure O Bond Program

discretion. Consultant agrees that the DISTRICT shall have the right to approve any and all subConsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such sub-consultants.

#### IX. TERMINATION

- a. Termination Without Cause. This Agreement may be terminated by DISTRICT without cause upon ten (10) days written notice to Consultant. If this Agreement is so terminated, Consultant shall be paid for all services satisfactorily rendered and expenses incurred to the date of receipt of notice of termination.

Upon such termination, Consultant shall submit to DISTRICT an itemized statement of services performed as of the date of termination. These services may include both completed work and work in progress at the time of termination. DISTRICT shall pay Consultant for any services for which compensation is owed; provided, however, DISTRICT shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to DISTRICT all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of DISTRICT without additional compensation to Consultant.

- b. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated immediately by either party upon written notice of default or breach to the other party as follows:
  - i. If Consultant fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or
  - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Consultant to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
  - iii. If Consultant becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
  - iv. If DISTRICT materially breaches any material duty under this Agreement



## PASADENA UNIFIED SCHOOL DISTRICT

### Professional Services Agreement For

### Commissioning Services – Measure O Bond Program

and any such breach impairs Consultant's ability to perform; or

- v. If it is found by DISTRICT that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Consultant, or any agent or representative of Consultant, to any officer or employee of the DISTRICT with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract.
- c. Opportunity to Cure. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified above, and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- d. Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this paragraph survive termination:
  - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
  - ii. Consultant shall satisfactorily complete work in progress at the agreed rate
  - iii. (or a pro rata basis if necessary) if so requested by DISTRICT;
  - iv. Consultant shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by DISTRICT;
  - v. Consultant shall promptly deliver to DISTRICT possession all proprietary information.

#### **X. NOTICES**

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail. The foregoing addresses may be changed by written



## PASADENA UNIFIED SCHOOL DISTRICT

### Professional Services Agreement For Commissioning Services – Measure O Bond Program

notice to the other party as provided herein.

#### To the CONSULTANT:

<b>Name:</b>	James Becker, Principal		
<b>Company:</b>	3QC		
<b>Address:</b>	155 North Lake Avenue, 8 <sup>th</sup> Floor		
	Pasadena, CA 91101		
<b>Telephone:</b>	(949)681-7084	<b>email:</b>	jbecker@3qcinc.com

#### To the DISTRICT:

<b>Name:</b>	Leslie Barnes, Ed.D. Chief Business Officer		
	Pasadena Unified School DISTRICT		
<b>Address:</b>	351 S. Hudson Ave., Room 102		
	Pasadena, CA 91109		
<b>Telephone:</b>	626-396-3600		

#### XI. INDEPENDENT CONSULTANT

- a. It is understood and agreed that Consultant (including Consultant's employees) is an independent Consultant and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of DISTRICT. DISTRICT is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent Consultant, Consultant hereby agrees to indemnify and hold DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.
- b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of DISTRICT as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use DISTRICT facilities, space, equipment or support services in the performance of this Agreement, this use shall



## **PASADENA UNIFIED SCHOOL DISTRICT**

### **Professional Services Agreement For**

### **Commissioning Services – Measure O Bond Program**

be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the DISTRICT does not require that Consultant use DISTRICT facilities, equipment or support services or work in DISTRICT locations in the performance of this Agreement.

- c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subConsultants.
- d. Nothing in this Agreement shall be construed to create an exclusive relationship between DISTRICT and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

#### **XII. ADDITIONAL SERVICES**

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid at the rates set forth in Section D, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

#### **XIII. SUCCESSORS AND ASSIGNS**

DISTRICT and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

#### **XIV. TIME OF PERFORMANCE**

Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of DISTRICT.

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



# PASADENA UNIFIED SCHOOL DISTRICT

## Professional Services Agreement For

### Commissioning Services – Measure O Bond Program

**DISTRICT:**  
**PASADENA UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
**Signature**  
**Leslie Barnes, Ed.D., Chief Business Officer**

\_\_\_\_\_  
**Date**

**CONSULTANT:**  
**3QC**

\_\_\_\_\_  
**JAMES BECKER**

\_\_\_\_\_  
**Principal**

**Printed Name**

**Title**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**3.8.2022**

**Date**

Authorized Officers or Agents

(CORPORATE SEAL)

## **GENERAL TERMS AND CONDITIONS**

### **1. PROPOSAL ACCEPTANCE.**

Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after receipt unless otherwise stipulated. The DISTRICT reserves the right to accept or reject any and all proposals and reserves the right to waive any informality.

### **2. CONTRACT RENEWAL**

DISTRICT will issue a contract that will have rates CONSULTANT for the initial term of the contract. Pricing changes may be considered by DISTRICT for additional contract terms; however, DISTRICT may cancel the contract if a requested price change is not acceptable. All contract renewals must be done in writing.

### **3. EXECUTION OF THE CONTRACT**

The contract shall be signed by the Proposer and returned, along with the required attachments to DISTRICT within 10 working days. The period for execution may be changed by mutual agreement of the parties. Contracts are not effective until approved by the appropriate DISTRICT officials. Any work performed prior to receipt of a fully executed contract shall be at Proposer's own risk.

### **4. FAILURE TO EXECUTE THE PROPOSER**

Failure to execute the contract within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the contract. If the successful Proposer refuses or fails to execute the contract, DISTRICT may award the contract to the next qualified highest ranked Proposer.

### **5. PERFORMANCE FAILURE**

If the Proposer fails or neglects to furnish any of the services listed herein at the prices quoted and at the time and places stated or persistently fails to furnish safe and satisfactory equipment or otherwise does not comply with the terms of the contract DISTRICT may, upon written notice to the Proposer, cancel the entire contract or cancel or rescind any or all items affected by such default; and may, regardless of the type of cancellation, procure services elsewhere without notice to the Proposer. The prices paid by DISTRICT at the time such services are procured shall be considered the prevailing market prices.

### **6. TERMINATION OF CONTRACT**

The DISTRICT may terminate the contract at any time for any reason within 10 business days' notice to the Proposer.

### **7. CONTRACT CHANGES.**

No changes or alterations to this contract shall be made without specific prior written approval by the DISTRICT.

**8. INVENTORY OF VEHICLES**

Inventory list of vehicles and Property to be used for the purpose of this contract will be provided to the DISTRICT. This listing shall include the make of the vehicle, body type, year of the vehicle's manufacture, capacity, present mileage, condition for each vehicle, and license plate number.

**9. PROPOSER PERSONNEL**

All personnel assigned to perform under this contract shall be subject to continuous approval by the DISTRICT. All drivers employed or subcontracted by the Proposer to provide services in this Agreement shall have and maintain a valid California Driver License. All drivers shall be subject to a background check prior to the beginning of this contract and once every three years thereafter to the extent allowed by law. Any driver who fails their background check will be immediately removed from servicing the contract.

**10. CONFIDENTIALITY**

Any and all information given to drivers regarding pupils is to be considered confidential and under no conditions shall this information be used to invade privacy rights of the pupils, their parents, guardians or care givers. Any breach of confidentiality may result in removal from DISTRICT routes. All information or old route sheets shall be shredded.

**11. INDEMNIFICATION**

The Proposer will agree to indemnify, defend, and save harmless the DISTRICT, its officers, agents, employees, and volunteers from any and all claims and losses accruing or resulting to any and all persons, CONSULTANTS, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement and from any and all claims and losses resulting to any person, CONSULTANT, or corporation who may be injured or damaged by the Provider in the performance of this agreement.

**12. INSURANCE REQUIREMENTS**

*Refer to the insurance requirements Article VII.*

**13. ANTI-DISCRIMINATION.**

It is the policy of the Pasadena Unified School DISTRICT Board of Education that in connection with all work performed under contracted services, construction and purchasing contracts, there is to be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Proposer agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Proposer agrees to require such compliance by all subProposers employed on the work by him.

**14. GOVERNING LAW.**

This contract shall be governed by and construed in accordance with the laws of the State of

California.

**15. ATTORNEYS' FEES.**

If any action is brought by either party against the other party hereunder, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.

**16. NO ORAL MODIFICATION.**

Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

**17. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>3QC, Inc.</b>		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. <b>155 N. Lake Ave. 8th Floor</b>	Requester's name and address (optional)	
6 City, state, and ZIP code <b>Pasadena, CA 91101</b>		
7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
2	0	-	0	0	1	0	7	3	5

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ► 3/7/2022

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/4/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AssuredPartners of California Insurance Services, LLC 1425 River Park Drive, Suite 226 Sacramento CA 95815		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 916-993-2700 <b>FAX (A/C, No):</b> 916-993-2683 <b>E-MAIL ADDRESS:</b> sacramento@assuredpartners.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Travelers Property Casualty Company of America	
		<b>INSURER B:</b> U.S. Specialty Insurance Company	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> 1264822308	<b>REVISION NUMBER:</b>
------------------	---------------------------------------	-------------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		6807H321849	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		BA2S600411	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						OCCUR CLAIMS-MADE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability Retro Date: 9/1/2003			USS2132246	10/1/2021	10/1/2022	Each Claim Aggregate Retention 3,000,000 3,000,000 30,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Project Name - PUSD: Commissioning Services - Pool

Pasadena Unified School District, its agents and officers are listed as General Liability and Auto Liability Additional Insured applies per terms and conditions of the attached endorsement(s).

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
---------------------------	---------------------

Pasadena Unified School District  
351 South Hudson Avenue  
Pasadena, CA 91109

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <b>A. BROAD FORM NAMED INSURED</b>                                  | <b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b>  |
| <b>B. BLANKET ADDITIONAL INSURED</b>                                | <b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b> |
| <b>C. EMPLOYEE HIRED AUTO</b>                                       | <b>J. PERSONAL PROPERTY</b>   |
| <b>D. EMPLOYEES AS INSURED</b>                                      | <b>K. AIRBAGS</b>   |
| <b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b>                 | <b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b>                    |
| <b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b> | <b>M. BLANKET WAIVER OF SUBROGATION</b>                               |
| <b>G. WAIVER OF DEDUCTIBLE – GLASS</b>                              | <b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b>                           |

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

- The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

- The following replaces Paragraph **b. in B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

## COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

**I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL PROPERTY**

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

**K. AIRBAGS**

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

## COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

### **N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/4/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AssuredPartners of California Insurance Services, LLC 1425 River Park Drive, Suite 226 Sacramento CA 95815		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 916-993-2700 <b>FAX (A/C, No):</b> 916-993-2683 <b>E-MAIL ADDRESS:</b> sacramento@assuredpartners.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Travelers Property Casualty Company of America	
		<b>INSURER B:</b> U.S. Specialty Insurance Company	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 1264822308 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

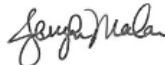
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		6807H321849	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		BA2S600411	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						OCCUR CLAIMS-MADE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability Retro Date: 9/1/2003			USS2132246	10/1/2021	10/1/2022	Each Claim Aggregate Retention 3,000,000 3,000,000 30,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Project Name - PUSD: Commissioning Services - Pool

Pasadena Unified School District, its agents and officers are listed as General Liability and Auto Liability Additional Insured applies per terms and conditions of the attached endorsement(s).

**CERTIFICATE HOLDER** **CANCELLATION**

Pasadena Unified School District 351 South Hudson Avenue Pasadena, CA 91109	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <b>A. BROAD FORM NAMED INSURED</b>                                  | <b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b>  |
| <b>B. BLANKET ADDITIONAL INSURED</b>                                | <b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b> |
| <b>C. EMPLOYEE HIRED AUTO</b>                                       | <b>J. PERSONAL PROPERTY</b>   |
| <b>D. EMPLOYEES AS INSURED</b>                                      | <b>K. AIRBAGS</b>   |
| <b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b>                 | <b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b>                    |
| <b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b> | <b>M. BLANKET WAIVER OF SUBROGATION</b>                               |
| <b>G. WAIVER OF DEDUCTIBLE – GLASS</b>                              | <b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b>                           |

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

- The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

- The following replaces Paragraph **b. in B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

## COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

**I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL PROPERTY**

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

**K. AIRBAGS**

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

## COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

### **N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

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

**Topic:** APPROVAL OF NOTICE OF COMPLETION AND CHANGE ORDER NO.1 AND NO.2 APPROVAL FOR PASADENA HIGH SCHOOL CENTRAL CHILLED WATER PLANT PROJECT

**RECOMMENDATION:** The Governing Board of the Pasadena Unified School District approves to accept as complete the contract with Southland Energy and approves Change Order No. 1 and No. 2 for Pasadena High School Central Chilled Water Plant 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. Bid Submittal and Opening date on March 12, 2020.

**II. STAFF ANALYSIS:**

District staff has determined that all work for the recommends approval of Change Order No. 1 and Change Order No. 2 in the amount not to exceed \$33,354.50 and has determined that all the work to upgrade the central chilled water plant has been performed and recommends that the Board of Education accept the work as complete by Southland Energy. The Board is requested to authorize Facilities staff to file a Notice of Completion with the County Clerk's office for the completion.

**Attachment:** Southland Energy Change Order No. 1 and No. 2  
Notice of Completion

**III. FISCAL IMPACT:**

Funds in the amount not to exceed \$33,354.50 are available in the PHS Central Chilled Water Plant Project account resulting in the new balance of \$414.25 in said account as of April 28, 2022.

**Pasadena Unified School District**

**Board of Education Agenda:**

April 28, 2022

**Submitted by:** \_\_\_\_\_

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

**Funding title/code:**

**Title:** Measure TT

**Code:** 21.1-95146.0-00000-85000-6270-0840000

Approved:

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Brian O. McDonald, Ed.D.  
Superintendent

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



August 6, 2021

**Pasadena Unified School District**

351 S. Hudson Ave.

Pasadena, CA 91101

ATTN: Sam Maissian - Project Manager - Facilities

PROJECT: PHS - Chiller Plant Upgrade Project  
SUBJECT: Change Order Request 001 - Overtime Labor to Clean and Flush all Strainers on Campus

Mr. Maissian:

Envisie is submitting the following change order request for the additional requirements on the subject project.

Scope and Pricing will be as follows:

- Provide labor to clean and flush all strainers on Campus on Saturday 8/7

Envisie will complete the above scope of work for the following Lump Sum:

Six Thousand Seven Hundred Fifty-Five Dollars and Zero Cents..... \$6,755.00  
Change in Contract time..... 0 Calendar Days  
The Breakdown of this pricing is as follows in attached breakdown sheets

**CLARIFICATIONS & EXCLUSIONS:**

- Excludes any item not specifically mentioned in proposal.
- Drywall removal and replacement if required is by others
- Painting & patching not included

The above prices include labor, material, and all applicable taxes. Provided is a 30-day labor and a manufacturer's warranty on parts. This price will be held firm for 30 days.

We appreciate the opportunity to provide our services. If you have any questions or require any additional information, please contact me at your convenience on my mobile number 714.328.0936

Sincerely,

Customer Approval (Complete Below)

**Paul Kim**  
**Project Manager**  
**Envisie**  
**714-328-0936 (cell)**  
[pkkim@envisieco.com](mailto:pkkim@envisieco.com)

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
PO or Reference Number

ENVISE COST BREAKDOWN					
Description	QTY	Unit Rate	Units	Extended	SUBTOTAL
<b>ENVISE LABOR</b>					
Pipe Fitter					
General Foreman (standard)	0.00	138.96	HR	-	-
General Foreman (1.5x)	0.00	174.87	HR	-	-
General Foreman (2x)	0.00	210.78	HR	-	-
Foreman (standard)	0.00	122.96	HR	-	-
Foreman (1.5x)	8.00	155.99	HR	1,247.95	1,247.95
Foreman (2x)	0.00	189.03	HR	-	-
Journeyman (standard)	0.00	113.95	HR	-	-
Journeyman (1.5x)	16.00	142.68	HR	2,282.82	2,282.82
Journeyman (2x)	0.00	171.40	HR	-	-
Apprentice (standard)	0.00	99.33	HR	-	-
Apprentice (1.5x)	16.00	125.19	HR	2,003.00	2,003.00
Apprentice (2x)	0.00	151.04	HR	-	-
<b>ENVISE LABOR SUBTOTAL</b>	<b>40.00</b>		<b>HR</b>		<b>5,533.77</b>
<b>GENERAL EXPENSES</b>					
3% Misc Material				-	
Small Tools \$1.50/hr				60.00	
2% Safety				110.68	
2% Warranty				110.68	
1% As-Built Revisions				-	
<b>GENERAL EXPENSES SUBTOTAL</b>					<b>281.35</b>
<b>CHANGE ORDER REQUEST SUBTOTAL</b>					<b>5,815.13</b>
OVERHEAD	5%			5,815.13	290.76
MARK-UP	10%			5,815.13	581.51
BOND	1%				66.87
<b>TOTAL CHANGE ORDER REQUEST AMOUNT</b>					<b>6,755.00</b>



# CONSOLIDATED SERVICE REPORT

<b>Location Address</b>	Enviser SOCIALPROJECTS Job	<b>Customer #</b>	112269	<b>Agreement / Type</b>	
<b>City</b>		<b>Customer PO</b>		<b>Service Complete</b>	N
<b>State</b>		<b>Cust Phone</b>			
<b>Contact</b>		<b>Sales Rep</b>			
	<b>Zip</b>	<b>Service Order</b>	70501814		
		<b>Visits</b>	400802,400803,400804,400805,400845,401599,401700,401701		

**Problem Description:** CONSTRSO(CONSTRUCTION SERVICE ORDER) SVC Field Labor 8050117.12310020 Pasadena High CUP Replacement

VISIT RESOLUTIONS		
Date	Visit	Resolution
08/07/21	400802	Today, I met Enviser Service techs at location and we discussed scope of work for the day. We checked in with Mike Lee of Enviser Projects and then spoke to Sam of PUSD. We inspected chilled and hot water fan coil serving room P107. It was reported that the incoming ball valve of this Nexus valve was seized up and would not close. I shut the system down and began draining all chilled water from system. This valve is custom ordered and will have to be investigated further. We were able to remove the ball valve handle and get the valve to close. We then cleaned all strainers on all 7 chilled water fan coils in the P and Q buildings. Strainers were cleaned and strainers and coils were flushed back and forth. I started up chilled water systems and started east side chiller. Chilled water fan coils are cooling well in all 7 classrooms. I notice large exhaust fan running in computer room P105. I recommend shutting that down. I also recommend replacing some of the Nexus valves in these buildings. I will send an email to Paul Kim of all progress and findings. We checked out with Sam and Mike and left location.
08/07/21	400803	Today we were out to assist with cleaning the chilled water strainers for the fan coils located at rooms P103, P105, P106 and P107. We started chilled water pump and chiller located at the central plant to build up pressure plus chilled water, we located fan coils, hooked up water hose to strainer hose connection, shut off supply chilled water at fan coil and back flushed strainers several times. We assured good chilled water flow through coils as well as good air temp readings through supply air registers. We reinsulated chilled water lines at strainers to assure no water leaks. Fan coils are functioning properly at this time.
08/07/21	400804	Arrived on site got scope of work and began locating units. Set up ladders and ran hoses from units strainers to outside drains. Cleared lines on both supply and return. Once water came out clean I insulated lines and put unit back to live. Once completed I closed up access and confirmed classroom doors locked and checked out once completed.
08/07/21	400805	Arrived on site and assisted Greg and Richard with maintenance on fan coils for rooms Q106, 108 and 109. We flushed out coils and cleaned out strainers. We checked supply and return readings in all the rooms. All fan coils functioning properly at this time.
08/13/21	401599	Construction Job, today I was sent out to look at list of areas that were called in to not be cooling. I met with Sam who showed me some class rooms, but I was unable to access due to kids and desks being in the way. Classrooms will have to be done after hours, I then followed Sam over to building A where air handlers were located. He spoke to Ben who stated that they were not cooling, I proceeded to pull strainers and clean along with back wash all cooling coils. Once done with each air handler Sam called Ben and verified that air handlers were cooling. We found one cooling valve actuator located at nurses station to be not operating, valve is manually open to allow for cooling. We then found air handler located in main hallway to have no screen in strainer, Sam advised Ben he needs to address. Once completed cleaned up and checked out.
08/14/21	401700	Began PM. Will return to complete.  Arrived on site at 6am and gathered my tools to clean out strainer. Upon starting, Andy assisted me with Rooms G212,G104,G201,H103, and AHU 5 located in the main office mechanical Room. Water lines supply were isolated and were able to access strainers. Strainers were flushed and screens were taken out to be cleaned. Screens were placed back and secured. Water leak checks were done on valves to confirm no leaking water. AHU 5 chilled water line is missing the screens.
08/14/21	401701	Did building GH and I all strainers

Allocation of charges is subject to change based on management review of the actual agreement coverage if applicable.

LABOR					
Date	Technician		Regular Hours	Overtime Hours	Double Time Hours
08/07/21	Alex Atilano	Billable			
08/07/21	Greg Gonta	Billable			
08/07/21	Louis E Mendez	Billable			
08/07/21	Richard Manzo	Billable			
08/13/21	Matt Lindblade	Billable			
08/14/21	Andy Almaguer	Billable			
08/14/21	Fernando Almazan	Billable			
Total Billable:					

Visit  
Approved  
By:

A handwritten signature in black ink, appearing to be 'AS' or similar, located in the right portion of the 'Visit Approved By:' box.

Signed By: Andres Almaguer

Date: 08-16-2021 Time: 05:49

August 6, 2021

**Pasadena Unified School District**

351 S. Hudson Ave.

Pasadena, CA 91101

ATTN: Sam Maissian - Project Manager - Facilities

PROJECT: PHS - Chiller Plant Upgrade Project  
SUBJECT: Change Order Request 002 - Unforeseen Underground Conditions  
REFERENCE: RFI004, RFI013, Meeting Minutes, Daily Logs, Photographs, Clarifications and Exclusions per original bid

Mr. Maissian:

Enviser is submitting the following change order request for the extra work that was performed during the construction phase due to unknown and unforeseen underground conditions.

Scope and Pricing will be as follows:

CHILLER PAD ISSUES:

- Prior to sawcutting and removal of existing concrete slab, concrete scanning was performed. Concrete scan detected unknown utilities below the concrete surface that were not shown in any as-built drawings
- RFI004 was submitted and EOR response was to preserve and reroute the utilities based on as-built information he had at the time.
- We proceeded safely by hand digging around the utilities
- Some utilities were empty and abandoned and they were removed.
- Live utilities were relocated.
- During the excavation, unknown concrete foundation was discovered that was not part of the 2001 as-built drawings. See email from SEOR dated 2/23/2021.
- Portion of the existing grade beam had to be repaired with non-shrink grout
- Foam layer had to be installed in the interface space between the existing grade beam and the new concrete pad extension
- Rebar dowels and ties had to be revised
- This issue caused significant schedule delays and additional coordination and labor to resolve.

CAISSON ISSUES:

- Conversations about concerns regarding underground obstructions at caisson locations took place as early as regularly held status update meeting on 3/16/21. We had discussed the need to pothole those locations and get an understanding of what needs to take place if unknown underground obstructions were encountered.
- Underground condenser water piping were in conflict with the caisson locations. It was recommended by the DSA Inspector to abandon the pipes by filling with slurry to be drilled thru at a later time.
- Potholing activities took place on 4/1/21, and rocks were discovered at most caisson locations at 3' depth. At the time, it was decided that the best course of action at the time was to excavate to 3' depth to remove the rocks and the old abandoned condenser water piping while it was exposed.
- RFI 013 and photos taken at the time shows that an excavator was mobilized on site to excavate down to the depth of underground obstruction and remove old abandoned structures.
- The excavation was backfilled with 2-sack sand cement slurry for KGC to return at a later time to drill thru to the caisson depths.
- Once the slurry was set, we laid out the caisson holes again. KGC returned on 4/16 with a skid steer mounted drill rig. It drilled thru the slurry fine, but hit refusal at 5ft depth due to unknown obstructions. KGC demobilized skid steer mounted drill rig to return at a later time with a more powerful drill rig.
- KGC mobilized a large LAD100-42 drill rig on 4/23 and went back in the hole. The drill rig could not advance 1 inch in 2 hours, and stopped drilling. It was decided then that a large excavation would have to be opened up a second time to the depth of the caissons. Photos of the excavation that took place on Saturday 4/24 show large boulders being excavated out.
- Once a satisfactory depth was achieved, the excavation was backfilled with 2-sack sand cement slurry for the second time.
- KGC returned on 4/29. All six caisson holes were drilled out by 9am. The cages were set with the threaded rods and concrete was poured same day.

**DRAIN LINE ISSUES:**

- Any 8) This proposal is based on re-use of the existing underground sanitary waste piping in the following excerpts:  
CT yard.
  - 10) We have assumed that the existing underground sanitary-waste piping that will interface with the new work in this project is in serviceable condition and suitable for connection to the new work. Costs are not included to install new main sanitary-waste piping.
  - 7) Sub-surface drainage, perimeter drainage, planter drainage.
  - 16) Contractor will not be responsible for "unknown" site conditions. Any issues and related costs resulting from discovery of conditions not readily identifiable by visual site inspection of existing conditions without any destructive testing will be addressed upon discovery.
- Though every effort was made to try to avoid this extra work, it was unavoidable due to unknown subsurface conditions.
- A large excavation had to be opened up to remove and clear the obstructions. The sanitary drain lines were in conflict with this activity and had to be removed.
- We had KGC return at a later time to excavate the slurry for the path of the new drain lines after caissons were successfully installed. We had sand delivered to lay the new drain lines in place.
- Installation of new drainlines and floor sinks took place between 6/28 to 7/1.

Enviser will complete the above scope of work for the following Lump Sum:

1. Additional Costs Due to Extra Work.....	\$ 55,105.00
2. Credits and Adjustments .....	\$ (28,505.50)
<b>Total Amount this Change Order Request .....</b>	<b>\$ 26,599.50</b>
<b>Change in Contract time.....</b>	<b>0 Calendar Days</b>

**CLARIFICATIONS & EXCLUSIONS:**

*Terms and conditions of existing contract shall apply*  
*Excludes any item not specifically mentioned in proposal.*

The above prices include labor, material, and all applicable taxes. This price will be held firm for 30 days.

We appreciate the opportunity to provide our services. If you have any questions or require any additional information, please contact me at your convenience on my mobile number 714.328.0936

Sincerely,

**Paul Kim**  
**Project Manager**  
**Enviser**  
**714-328-0936 (cell)**  
[pkkim@enviserco.com](mailto:pkkim@enviserco.com)

Customer Approval (Complete Below)

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
PO or Reference Number

**ENVISE PROPOSAL COST BREAKDOWN**

Description	QTY	Unit Rate	Units	Extended	SUBTOTAL
<b>ENVISE LABOR</b>					
<b>Pipe Fitter</b>					
General Foreman (standard)	0.00	138.96	HR	-	-
General Foreman (1.5x)	0.00	174.87	HR	-	-
Foreman (standard)	60.00	122.96	HR	7,377.49	7,377.49
Foreman (1.5x)	8.00	155.99	HR	1,247.95	1,247.95
Journeyman (standard)	44.00	113.95	HR	5,013.77	5,013.77
Journeyman (1.5x)	0.00	142.68	HR	-	-
Apprentice (standard)	24.00	99.33	HR	2,384.00	2,384.00
Apprentice (1.5x)	0.00	125.19	HR	-	-
<b>ENVISE LABOR SUBTOTAL</b>	<b>136.00</b>		<b>HR</b>		<b>16,023.21</b>
<b>MATERIALS</b>					
Materials (see breakdown sheet)	1.00	712.91	LS	712.91	
<b>MATERIALS SUBTOTAL</b>					<b>712.91</b>
<b>SUBCONTRACTORS</b>					
KGC COR #2 - Chiller Pad Issues	1.00	5,464.55	LS	5,464.55	
KGC COR #3 - Slurry and abandon UG CDW piping	1.00	3,473.94	LS	3,473.94	
KGC COR #8 - First excavation to remove rocks and utilities 3'	1.00	10,531.80	LS	10,531.80	
KGC COR #9 - Additional Rebar	1.00	226.11	LS	226.11	
KGC COR #10 - Second excavation due to rocks down to 6'	1.00	8,534.76	LS	8,534.76	
KGC COR #11 - Excavate for Drain Trench	1.00	3,004.73	LS	3,004.73	
<b>SUBCONTRACTORS SUBTOTAL</b>					<b>31,235.89</b>
<b>GENERAL EXPENSES</b>					
3% Misc Material				21.39	
Small Tools \$1.50/hr				204.00	
2% Safety				320.46	
2% Warranty				320.46	
1% As-Built Revisions				160.23	
<b>GENERAL EXPENSES SUBTOTAL</b>					<b>1,026.55</b>
<b>CHANGE ORDER REQUEST SUBTOTAL</b>					<b>48,998.56</b>
<b>OVERHEAD</b>	5%			48,998.56	2,449.93
<b>MARK-UP</b>	10%			48,998.56	4,899.86
<b>BOND</b>	1%				73.50
<b>ADJUSTMENTS</b>					(1,244.02)
<b>TOTAL CHANGE ORDER REQUEST AMOUNT</b>					<b>55,105.00</b>

ENVISE CHANGE ORDER COST BREAKDOWN					
Description	QTY	Unit Rate	Units	Extended	SUBTOTAL
<b>MATERIALS</b>					
Plumbing Material - Ferguson Invoice 0274991	1	\$ 308.29	ea	\$ 308.29	
Plumbing Material - Ferguson Invoice 0265511	1	\$ 213.23	ea	\$ 213.23	
Plumbing Material - Ferguson Invoice 0362499	1	\$ 191.39	ea	\$ 191.39	
SUBTOTAL					712.91
<b>TOTAL MATERIAL COSTS</b>					<b>712.91</b>

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Name  
Street  
Address  
City &  
State

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 \_\_\_\_\_
3. The full address of the owner is \_\_\_\_\_

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

6. A work of improvement on the property hereinafter described was completed on \_\_\_\_\_. The work done was:

7. The name of the contractor, if any, for such work of improvement was \_\_\_\_\_

(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 \_\_\_\_\_, County of \_\_\_\_\_, State of California, and is described as follows: \_\_\_\_\_

9. The street address of said property is \_\_\_\_\_

(If no street address has been officially assigned, insert "none")

Dated: \_\_\_\_\_

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

## VERIFICATION

I, the undersigned, say: I am the \_\_\_\_\_ 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 \_\_\_\_\_, 20 \_\_\_\_\_, at \_\_\_\_\_, 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)

**PASADENA UNIFIED SCHOOL DISTRICT  
PROPOSITION 39 GENERAL OBLIGATION BONDS  
BOND BUILDING FUNDS  
MEASURE TT AND MEASURE O  
FINANCIAL AND PERFORMANCE AUDITS  
YEAR ENDED JUNE 30, 2021**



WEALTH ADVISORY | OUTSOURCING  
AUDIT, TAX, AND CONSULTING

[CLAconnect.com](https://CLAconnect.com)

**PASADENA UNIFIED SCHOOL DISTRICT  
MEASURE TT AND MEASURE O BOND BUILDING FUNDS  
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**FINANCIAL AUDIT OF  
MEASURE TT AND MEASURE O BOND BUILDING FUNDS**



## INDEPENDENT AUDITORS' REPORT

Board of Education and  
Citizens' Oversight Committee  
Pasadena Unified School District  
Pasadena, California

### Report on the Financial Statements

We have audited the accompanying financial statements of the Measure TT and Measure O Bond Building Funds of the Pasadena Unified School District (the District) as of and for the year ended June 30, 2021, and the related notes to the financial statements as listed in the table of contents.

### *Management's Responsibility for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### *Auditors' Responsibility*

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

***Opinions***

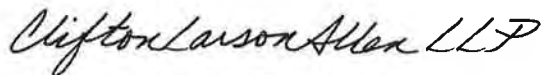
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Measure TT and Measure O Bond Building Funds of the District as of June 30, 2021, and the changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

***Emphasis of Matter***

As discussed in Note 1, the financial statements present fairly only the Measure TT and Measure O Bond Building Funds and do not purport to, and do not, present fairly the financial position of the District as of June 30, 2021 or the change in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated March 22, 2022 on our consideration of the District's internal control over the Measure TT and Measure O Bond Building Funds financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over the Measure TT and Measure O Bond Building Funds financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over the Measure TT and Measure O Bond Building Funds financial reporting and compliance.



**CliftonLarsonAllen LLP**

Glendora, California  
March 22, 2022

**PASADENA UNIFIED SCHOOL DISTRICT  
MEASURE TT AND MEASURE O BOND BUILDING FUNDS  
BALANCE SHEET  
JUNE 30, 2021**

	<u>Measure TT</u>	<u>Measure O</u>
<b>ASSETS</b>		
Cash in County Treasury	\$ 6,049,030	\$ 58,942,157
Accounts Receivable	<u>514,696</u>	<u>22,434</u>
Total Assets	<u><u>\$ 6,563,726</u></u>	<u><u>\$ 58,964,591</u></u>
<b>LIABILITIES AND FUND BALANCE</b>		
<b>LIABILITIES</b>		
Accounts Payable	\$ 2,044,181	\$ 461,827
Total Liabilities	<u>2,044,181</u>	<u>461,827</u>
<b>FUND BALANCE</b>		
Restricted	<u>4,519,545</u>	<u>58,502,764</u>
Total Fund Balance	<u><u>4,519,545</u></u>	<u><u>58,502,764</u></u>
Total Liabilities and Fund Balance	<u><u>\$ 6,563,726</u></u>	<u><u>\$ 58,964,591</u></u>

See accompanying Notes to Financial Statements.

**PASADENA UNIFIED SCHOOL DISTRICT  
MEASURE TT AND MEASURE O BOND BUILDING FUNDS  
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGE IN  
FUND BALANCE  
YEAR ENDED JUNE 30, 2021**

	<u>Measure TT</u>	<u>Measure O</u>
<b>REVENUES</b>		
Interest and Investment Income	\$ 315,239	\$ 22,434
Total Revenues	<u>315,239</u>	<u>22,434</u>
<b>EXPENDITURES</b>		
Facilities Acquisition and Maintenance	<u>7,344,537</u>	<u>1,519,670</u>
Total Expenditures	<u>7,344,537</u>	<u>1,519,670</u>
<b>OTHER FINANCING SOURCES</b>		
Proceeds from Sale of Bonds	<u>-</u>	<u>60,000,000</u>
Total Other Financing Sources	<u>-</u>	<u>60,000,000</u>
<b>NET CHANGE IN FUND BALANCE</b>	(7,029,298)	58,502,764
Fund Balance - Beginning of Year	<u>11,548,843</u>	<u>-</u>
<b>FUND BALANCE - END OF YEAR</b>	<u><u>\$ 4,519,545</u></u>	<u><u>\$ 58,502,764</u></u>

See accompanying Notes to Financial Statements.

**PASADENA UNIFIED SCHOOL DISTRICT  
MEASURE TT AND MEASURE O BOND BUILDING FUNDS  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2021**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Accounting Policies**

The accompanying financial statements have been prepared in conformity with generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board and *Audits of State and Local Governmental Units* issued by the American Institute of Certified Public Accountants.

**Financial Reporting Entity**

The financial statements include only the Measure TT and Measure O Bond Building Funds of the District. These funds were established to account for the proceeds of general obligation bonds issued under the General Obligation Bond Election of November 4, 2008 for Measure TT and November expenditures of the general obligation bonds issued under the General Obligation Bonds Election of 2008 for Measure TT and Election of November 3, 2020 for Measure O and to account for the project expenditures authorized by each measure.. These financial statements are not intended to present fairly the financial position and results of operations of the District in compliance with accounting principles generally accepted in the United States of America and are not a complete representation of the the Building Fund reported in the District's financial statements.

**Fund Structure**

The Statement of Revenues, Expenditures, and Change in Fund Balance is a statement of financial activities of the Measure TT and Measure O Bond Building Funds related to the current reporting period. Fund expenditures frequently include amounts for land, buildings, equipment, retirement of indebtedness, transfers to other funds, etc. Consequently, these statements do not purport to present the results of operations or the net income or loss for the period as would a statement of income for a profit-type organization.

**Basis of Accounting**

The Measure TT and Measure O Bond Building Funds are maintained on the modified accrual basis of accounting. As such, revenues are recognized when they become susceptible to accrual, which is to say, when they become both measurable and available to finance expenditures of the current period. Expenditures are recognized in the accounting period in which the liability is incurred (when goods are received, or services rendered).

Cash in the county treasury is recorded at cost, which approximates fair value.

**Fund Balance Classification**

The governmental fund financial statements present fund balance classifications that comprise a hierarchy based on the extent to which the District is bound to honor constraints on the specific purposes for which amounts can be spent. Amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation are considered restricted. The fund balance of the Measure TT and Measure O Bond Building Funds are therefore classified as restricted.

**PASADENA UNIFIED SCHOOL DISTRICT  
MEASURE TT AND MEASURE O BOND BUILDING FUNDS  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2021**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Capital Assets and Long-Term Debt**

The accounting and reporting treatment applied to the capital assets and long-term liabilities associated with the Measure TT and Measure O Bond Building Funds are determined by its measurement focus. The Measure TT and Measure O Bond Building Funds are accounted for on a spending or "financial flow" measurement focus. This means that only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered a measure of "available spendable resources". Thus, the capital assets and long-term liabilities associated with the Measure TT and Measure O Bond Building Funds are accounted for in the basic financial statements of the District.

**Estimates**

The preparation of the financial statements in accordance with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

**NOTE 2 DEPOSITS – CASH IN COUNTY TREASURY**

In accordance with Education Code Section 41001, the District maintains substantially all of its cash in the Ventura County Treasury as part of the common investment pool. These pooled funds are carried at amortized cost which approximates fair value. Fair value of the pooled investments at June 30, 2021 is measured at 99.43894% of amortized cost. The District's deposits in the fund are considered to be highly liquid.

The county is authorized to deposit cash and invest excess funds by California Government Code Section 53534, 53601, 53635, and 53648. The county is restricted to invest time deposits, U.S. government securities, state registered warrants, notes or bonds, State Treasurer's investment pool, bankers' acceptances, commercial paper, negotiable certificates of deposit, and repurchase of reverse repurchase agreements. The funds maintained by the county are either secured by federal depository insurance or are collateralized. The county investment pool is not required to be rated. Interest earned is deposited quarterly into participating funds. Any investment losses are proportionately shared by all funds in the pool.

The county investment pool is not registered as an investment company with the Securities and Exchange Commission (SEC) nor is it an SEC Rule 2a7-like pool. California Government Code statutes and the County Board of Supervisors set forth the various investment policies that the County Treasury follow. The method used to determine the value of the participant's equity withdrawn is based on the book value, which is amortized cost, of the participant's percentage participation on the date of such withdrawals.

The pool sponsor's annual financial report may be obtained from the Los Angeles County Public Affairs Office, Kenneth Hahn Hall of Administration, 500 W. Temple St, Room 358, Los Angeles, CA 90012.

**PASADENA UNIFIED SCHOOL DISTRICT  
MEASURE TT AND MEASURE O BOND BUILDING FUNDS  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2021**

**NOTE 3 COMMITMENTS AND CONTINGENCIES**

**Litigation**

The District is involved in various claims and legal actions arising from the normal course of business. In the opinion of management, the ultimate disposition of these matters will not have a material adverse effect on the District's Measure TT or Measure O Bond Building Fund financial statements.

**Construction Commitments**

As of June 30, 2021, the District was committed under various capital expenditure purchase agreements for Measure TT and Measure O bond projects totaling approximately \$95 thousand and \$4.8 million, respectively.

**NOTE 4 SUBSEQUENT EVENTS**

**Dell Financing Lease Agreement**

The District entered into a lease agreement with Dell Financial Services to purchase new devices to replace existing student devices. The annual payment is \$3,019,006 with an interest rate of 3.46%. The lease term started on August 1, 2021 and will end on July 1, 2024. The project will be funded by Measure O bond proceeds.



**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS  
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN  
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Board of Education  
Citizens' Oversight Committee  
Pasadena Unified School District  
Pasadena, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the Measure TT and Measure O Bond Building Funds of Pasadena Unified School District (the District), as of and for the year ended June 30, 2021, and the related notes to the financial statements which collectively comprise the Pasadena Unified School District's base financial statements of the Measure TT and Measure O Bond Building Funds and have issued our report thereon dated March 22, 2022.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

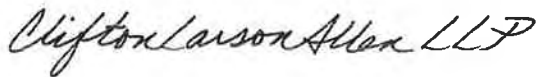
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the District's financial statements of the Measure TT and Measure O Bond Building Funds are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in cursive script that reads "CliftonLarsonAllen LLP".

**CliftonLarsonAllen LLP**

Glendora, California  
March 22, 2022

**PASADENA UNIFIED SCHOOL DISTRICT  
MEASURE TT AND MEASURE O BOND BUILDING FUNDS  
SCHEDULE OF FINDINGS AND RESPONSES  
JUNE 30, 2021**

There were no findings related to the financial audit of the Measure TT or Measure O Bond Building Funds for the year ended June 30, 2021. In addition, there were no findings related to the financial audit of the Measure TT and Measure O Bond Building Funds for the year ended June 30, 2020.

**PERFORMANCE AUDITS OF THE  
MEASURE TT AND MEASURE O BOND PROGRAMS**



## INDEPENDENT AUDITORS' REPORT ON PROPOSITION 39 COMPLIANCE REQUIREMENTS

Board of Education  
Citizens' Oversight Committee  
Pasadena Unified School District  
Pasadena, California

We have conducted a performance audit of the Pasadena Unified School District (the District) Measure TT and Measure O bond funds for the year ended June 30, 2021.

We conducted our performance audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Our audit was limited to the objectives listed on page 13 of this report which includes determining the District's compliance with the performance requirements for the Proposition 39 Measure TT and Measure O bond funds under the applicable provisions of Section 1(b)(3)(C) of Article XIII A of the California Constitution. Management is responsible for the District's compliance with those requirements.

Solely to assist us in planning and performing our performance audit, we obtained an understanding of the internal control of the District to determine if internal controls were adequate to help ensure the District's compliance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution. Accordingly, we do not express any assurance on internal control.

The results of our tests indicated that, in all significant respects, the District expended Measure TT and Measure O bond funds for the fiscal year ended June 30, 2021, only for the specific projects developed by the District's Board of Education, and approved by the voters, in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution.

*CliftonLarsonAllen LLP*

**CliftonLarsonAllen LLP**

Glendora, California  
March 22, 2022

**PASADENA UNIFIED SCHOOL DISTRICT  
PERFORMANCE AUDIT OF  
THE MEASURE TT AND MEASURE O BOND PROGRAMS  
JUNE 30, 2021**

**BACKGROUND INFORMATION**

In November 2000, the voters of the state of California approved Proposition 39 authorizing the issuance of general obligation bonds by California public school districts and community colleges, under certain circumstances and subject to certain conditions.

On November 4, 2008, the voters of the Pasadena Unified School District (the District) approved Measure TT authorizing the District to issue up to \$350,000,000 of general obligation bonds, to finance various capital projects, and related costs, as specified in the bond measure provisions of Measure TT.

On November 3, 2020, the voters of the District approved Measure O authorizing the District to issue up to \$60,000,000 of general obligation bonds to finance various capital projects, and related costs, as specified in bond measure provisions of Measure O.

Pursuant to the requirements of Proposition 39, and related state legislation, the Board of Education of the District established a Citizens' Oversight Committee and appointed its initial members. The principal purpose of the Citizens' Oversight Committee, as set out in state law, is to inform the public as to the expenditures of the proceeds of the bonds issued pursuant to the Measure T and Measure O bond authorizations. The Citizens' Oversight Committee is required to issue at least one report annually as to its activities and findings.

Section 1(b)(3)(C) of Article XIII A of the California Constitution requires the District to conduct an annual independent performance audit to ensure that the proceeds of the bonds deposited into the Measure TT and Measure O Bond Funds have been expended only for the authorized bond projects.

**OBJECTIVES**

The objectives of our performance audit were to:

- Determine the expenditures charged to the Measure TT and Measure O Bond Building Funds.
- Determine whether expenditures charged to the Measure TT and Measure O Bond Building Funds have been made in accordance with the bond project list approved by the voters through the approval of Measure TT in November 2008 and Measure O in November 2020.
- Determine that amounts expended on salaries and benefits were only expended to the extent employees perform work associated with the Measure TT and Measure O projects as allowable per Opinion 04-110 issued on November 9, 2004 by the State of California Attorney General.

**SCOPE OF AUDIT**

The scope of our performance audit covered the fiscal period from July 1, 2020 to June 30, 2021. The propriety of expenditures for capital projects and maintenance projects funded through other state or local funding sources, other than the proceeds of the bonds, were not included within the scope of our audit. Expenditures incurred subsequent to June 30, 2021, were not reviewed or included within the scope of our audit or in this report.

**PASADENA UNIFIED SCHOOL DISTRICT  
PERFORMANCE AUDIT OF  
THE MEASURE TT AND MEASURE O BOND PROGRAMS  
JUNE 30, 2021**

**PROCEDURES PERFORMED**

- We identified the expenditures and projects charged to the general obligation bond proceeds by obtaining the general ledger and project listing.
- We selected a judgmental sample of expenditures considering all object codes and projects for the year ended June 30, 2021. For Measure TT our sample included transactions totaling \$6,247,969. This represents 85% of total expenditures of \$7,344,537. For Measure O our sample included transactions totaling \$1,103,242. This represents 73% of total expenditures of \$1,519,670.
  - We reviewed supporting documentation to determine that expenditures charged to projects were:
    - Supported by requisitions, purchase orders, and invoices with evidence of proper approval and documentation of receipt of goods or services, as applicable;
    - Supported by proper bid documentation or contracts, as applicable;
    - Were properly expended on the authorized bond projects as listed on the voter-approved bond project list for each applicable measure.
  - We tested salaries and benefits of \$452,988 included in the total transactions samples above for Measure TT. This represents approximately 100% of salaries and benefits recorded to Measure TT. No salaries or benefits were recorded for Measure O.
  - We obtained the Allocation of Personnel Costs and reconciled salaries and benefits to the expenditures recorded to the general ledger. For those personnel allocated at less than 100%, we obtained the sampling time studies to verify the percentage charged to bond funds was supported. We obtained the Personnel Transaction Request forms to determine that the individuals were approved and assigned to perform work associated with the authorized bond projects as allowable per Opinion 04-110 issued on November 9, 2004 by the State of California Attorney General.

**CONCLUSION**

The results of our tests indicated that, in all significant respects, the District has properly accounted for the expenditures of the funds held in the Measure TT and Measure O Bond Building Funds and that such expenditures were made on authorized bond projects.

CLIFTONLARSONALLEN WEALTH ADVISORS  
MEMBER OF NEXIA  
INVESTMENT ADVISORY SERVICES  
JUNE 20, 2017

CONFIDENTIAL AND PROPRIETARY

The attached has been prepared and provided in the context of the advisory relationship between CliftonLarsonAllen Wealth Advisors and you. It is not intended to be a recommendation or offer of any financial product or service.

The attached is not intended to be a recommendation or offer of any financial product or service. It is not intended to be a recommendation or offer of any financial product or service. It is not intended to be a recommendation or offer of any financial product or service.

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LOCAL EDITION

The attached is not intended to be a recommendation or offer of any financial product or service. It is not intended to be a recommendation or offer of any financial product or service. It is not intended to be a recommendation or offer of any financial product or service.



# Budget Status by Fund

Budget status summary by Fund in selected Projects (thru 04/13/2022)

## Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

21.1 - GOB (Measure TT Series A)				Fund 21.1 Analysis		
School Name - Project Name/Contract Name	Budget	Commitments	Expenditures	Remaining Commitment	Retention	Uncommitted Available Balance
Altadena Elementary School - COMPLETE: Addition of 3 Shade Structures (95022.0)						
	90,187	90,187	90,187	-		-
Altadena Elementary School - COMPLETE: Measure T E-Rate (95180.0)						
	88,088	88,088	88,088	-		-
Altadena Elementary School - Modernization Project (95068.0) (2)						
	10,769,166	10,410,067	10,392,256	17,812		359,099
<b>ALTADENA ELEM. TOTAL</b>	<b>10,947,440</b>	<b>10,588,341</b>	<b>10,570,530</b>	<b>17,812</b>	<b>-</b>	<b>359,099</b>
Aveson Charter School (Noyes) - COMPLETE: Portable N Demolition Project (95029.0)						
	30,654	30,654	30,654	-		-
<b>AVESON (NOYES) TOTAL</b>	<b>30,654</b>	<b>30,654</b>	<b>30,654</b>	<b>-</b>	<b>-</b>	<b>-</b>
Blair High School - 04A Modernization of Main Building (95056.0) (2)						
	30,052,133	30,051,416	30,051,416	-		717
Blair High School - 04b Track and Field (95005.0) (2)						
	82,877	82,877	82,877	-		-
Blair High School - COMPLETE: Blair Middle School Campus (95001.0) (1) (2)						
	14,538,936	14,538,936	14,538,936	-		-
Blair High School - COMPLETE: Measure T E-Rate (95180.0)						
	428,677	428,677	428,677	-		-
Blair High School - COMPLETE: PROJECT CNLD - New 9th Grade Classroom (2)						
	1,146,779	1,146,779	1,146,779	-		-
BLAIR HS - Blair HS Site Access Improvement (ADA) (95056.1) (2)						
	51,285	51,285	51,285	-		-
<b>BLAIR TOTAL</b>	<b>46,300,688</b>	<b>46,299,971</b>	<b>46,299,971</b>	<b>-</b>	<b>-</b>	<b>717</b>
Burbank Elementary School - COMPLETE: Electrical Panel Upgrade (95064.0) (2)						
	87,603	87,603	87,603	-		-
Burbank Elementary School - COMPLETE: Renovation of Hodges (old 95140.0 merged)						
	253,584	253,584	253,584	-		-
Burbank Elementary School - Lunch Shelter/Renovation (95131.0) (1) (2) (3)						
	955,463	924,769	924,769	-		30,694
<b>BURBANK TOTAL</b>	<b>1,296,650</b>	<b>1,265,956</b>	<b>1,265,956</b>	<b>-</b>	<b>-</b>	<b>30,694</b>
Career Technical - Career Technical Education Projects (95145.0)						
	2,683,000	2,683,000	2,683,000	-		-
Career Technical - COMPLETE: CTE KLRN TV (95145.0)						
	100,507	100,507	100,507	-		-
<b>CAREER TECHNICAL TOTAL</b>	<b>2,783,507</b>	<b>2,783,507</b>	<b>2,783,507</b>	<b>-</b>	<b>-</b>	<b>-</b>
Central Kitchen - COMPLETE: Culinary Academy/Kitchen Construction (9)						
	1,238,928	1,238,928	1,238,928	-		-
<b>CENTRAL KITCHEN TOTAL</b>	<b>1,238,928</b>	<b>1,238,928</b>	<b>1,238,928</b>	<b>-</b>	<b>-</b>	<b>-</b>
Cleveland Elementary School - COMPLETE: Measure T E-Rate (95180.0)						
	113,292	113,292	113,292	-		-
Cleveland Elementary School - COMPLETE: New Classroom Wing (95031.0) (2)						
	4,594,037	4,594,037	4,594,037	-		-
Cleveland Elementary School - Modernize Kitchen (95121.0) (2)						
	108,495	108,495	108,495	-		-
Cleveland Elementary School - Student Safety Wall & Flooring Padding (2)						
	8,506	8,506	8,506	-		-
<b>CLEVELAND ELEM. TOTAL</b>	<b>4,824,330</b>	<b>4,824,330</b>	<b>4,824,330</b>	<b>-</b>	<b>-</b>	<b>-</b>
District Service Center - Facilities Administration (95000.0) (1) (2) (3)						
	16,919,126	16,232,792	16,122,566	110,226		686,334
<b>DSC FACILITIES ADMN</b>	<b>16,919,126</b>	<b>16,232,792</b>	<b>16,122,566</b>	<b>110,226</b>	<b>-</b>	<b>686,334</b>
District-Wide - COMPLETE: Bogen Clock Speaker System (95032.0)						
	1,436,405	1,436,405	1,436,405	-		-
District-Wide - COMPLETE: Energy Conservation Measures (95019.0) (2)						
	5,029,386	5,029,386	5,029,386	-		-



# Budget Status by Fund

Budget status summary by Fund in selected Projects (thru 04/13/2022)

## 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)				-	109,813	-
	3,000,000	3,000,000	3,000,000	-		-
District-Wide - DW - PRI 0 - Roofing (95135.0)				-		-
	391,831	391,831	391,831	-		-
District-Wide - DW - PRI 0 - Windows (95136.0)				-		-
	101,736	101,736	101,736	-		-
<b>DSTRICT WIDE PROJECTS</b>	13,073,026	13,073,026	13,073,026	-	109,813	-
Don Benito Elementary School - 11 HVAC and Kitchen (95146.0) (2)				33,111		5,000
	301,509	296,509	263,398	-		-
Don Benito Elementary School - COMPLETE: Measure T E-Rate (95180.0)				-		-
	147,679	147,679	147,679	-		-
Don Benito Elementary School - COMPLETE: Playground Structures (95043.0)				-		-
	173,442	173,442	173,442	-		-
Don Benito Elementary School - Interim Housing (95181.0) (2)				-		-
	397,779	397,779	397,779	-		-
Don Benito Elementary School - New Admin Bldg (95097.0) (2)				-		-
	790,568	790,568	790,568	-		-
<b>DON BENITO ELEM. TOTAL</b>	1,810,976	1,805,976	1,772,865	33,111	-	5,000
Edison Elementary School - Edison ADA Upgrades (95143.0)				-		-
	43,940	43,940	43,940	-		-
<b>EDISON ELEMENTARY TOTAL</b>	43,940	43,940	43,940	-	-	-
Eliot Middle School - 08 HVAC Upgrades (95146.0) (2)				-		-
	828,427	828,427	828,427	-		-
Eliot Middle School - Auditorium/Cafe Modernization (95015.0) (2)				-		-
	7,749,399	7,749,399	7,749,399	-		-
Eliot Middle School - COMPLETE: Career Technical Education (95145.0) (2)				-		-
	29,261	29,261	29,261	-		-
Eliot Middle School - COMPLETE: Field Bleacher Replacement & ADA Upgrade (2)				-		-
	92,835	92,835	92,835	-		-
Eliot Middle School - COMPLETE: Kitchen Modernization (95147.0) (2)				-		-
	6,000	6,000	6,000	-		-
Eliot Middle School - COMPLETE: Lunch Shelter (95034.0) (2)				-		-
	616,602	616,602	616,602	-		-
Eliot Middle School - COMPLETE: Measure T E-Rate (95180.0)				-		-
	255,192	255,192	255,192	-		-
ELIOT MS CHILLED WATER PIPING CORR (95146.1) - ELIOT MS CHILLED WATER PIP				-		-
	89,230	89,230	89,230	-		-
<b>ELIOT MIDDLE SCHOOL</b>	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)				-		25,000
	3,554,598	3,529,597	3,529,597	-		25,000
<b>FIELD ELEMENTARY SCHOOL</b>	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 04/13/2022)

## 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	-		-
<b>FRANKLIN ELEM. TOTAL</b>	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
<b>HAMILTON ELEM. TOTAL</b>	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	-		-
<b>JACKSON ELEM. TOTAL</b>	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	-		-
<b>JEFFERSON ELEM. TOTAL</b>	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		18,155
John Muir High School - 03b Black Box Theater Project (95183.0) (2)						
	3,724,986	3,724,986	3,724,986	-		-
John Muir High School - 03c Bldg D Accessibility (95812.0) (2)						
	354,165	349,165	349,165	-		5,000
John Muir High School - COMPLETE: Artificial Surface Field & Track (95004.						
	1,518,980	1,518,980	1,518,980	-		-
John Muir High School - COMPLETE: Building G & L Window Replacement (95125						
	404,282	404,282	404,282	-		-
John Muir High School - COMPLETE: Career Technical Education (95145.0)						
	90,596	90,596	90,596	-		-
John Muir High School - COMPLETE: Kitchen Moderniation (95154.0)						
	6,000	6,000	6,000	-		-
John Muir High School - COMPLETE: Measure T E-Rate (95180.0)						
	555,842	555,842	555,842	-		-
John Muir High School - COMPLETE: Security System (95132.0)						
	159,785	159,785	159,785	-		-
John Muir High School - Culinary Arts Project (95184.0)						
	20,766	20,766	20,766	-		-
John Muir High School - Track and Field 95005.0 (2)						
	739,195	739,195	739,195	-		-
<b>JOHN MUIR HIGH TOTAL</b>	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	-		-
<b>LINDA VISTA ELEM. TOTAL</b>	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 04/13/2022)

## 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	-	-
<b>LOMA ALTA ELEM. TOTAL</b>	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	-	-
<b>LONGFELLOW ELEM. TOTAL</b>	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	-	-
<b>MADISON ELEM. TOTAL</b>	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 (9	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 I	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 (9510	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	-	-
<b>MARSHALL FUNDAMENTAL TOTAL</b>	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 04/13/2022)

## 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	-		1,098
<b>MCKINLEY K-8 TOTAL</b>	<b>21,228,676</b>	<b>21,227,578</b>	<b>21,227,578</b>	-	-	<b>1,098</b>
Norma Coombs Elementary - 05a New CR Wing & Admin Bldg (95133.0) (2)						
	10,439,301	10,434,301	10,434,301	-		5,000
Norma Coombs Elementary - 05b Central Plant Replacement (95146.0)						
	1,358,170	1,358,170	1,358,170	-		-
Norma Coombs Elementary - COMPLETE: Measure T E-Rate (95180.0)						
	146,511	146,511	146,511	-		-
Norma Coombs Elementary - COMPLETE: Shade Structures/Field Renovation (95021)						
	75,715	75,715	75,715	-		-
Norma Coombs Elementary - COMPLETE: Water Meter Separation (95116.0) (2)						
	21,400	21,400	21,400	-		-
<b>NORMA COOMBS ELEM. TOTAL</b>	<b>12,041,097</b>	<b>12,036,097</b>	<b>12,036,097</b>	-	-	<b>5,000</b>
Pasadena High School - 02a Modernize Gymnasium Complex (95075.0) (2)						
	20,861,288	20,848,782	20,848,782	-		12,507
Pasadena High School - 02c ADA Upgrade (DSA) (95074.0) (2)						
	575,735	555,305	555,305	-		20,430
Pasadena High School - Central Chilled Water Plant Project (95146.0) (2)						
	4,158,322	3,845,849	3,845,435	414	182,685	312,473
Pasadena High School - COMPLETE: Artificial Track & Field (95005.0)						
	2,099,063	2,099,063	2,099,063	-		-
Pasadena High School - COMPLETE: Career Technical Education (95145.0)						
	116,593	116,593	116,593	-		-
Pasadena High School - COMPLETE: Drainage at Fields (95006.0)						
	700,902	700,902	700,902	-		-
Pasadena High School - COMPLETE: Fire Alarm Corrections (95161.0) (2)						
	36,005	36,005	36,005	-		-
Pasadena High School - COMPLETE: Measure T E-Rate (95180.0)						
	644,227	644,227	644,227	-		-
Pasadena High School - Kitchen Project (95139.0) (2)						
	287,321	287,321	287,321	-		-
Pasadena High School - Security System Upgrades (95117.0) (2)						
	248,424	248,424	248,424	-		-
Pasadena High School - Track and Field (95005.1) (2)						
	787,557	756,826	756,826	-		30,731
Pasadena High School (Phase 2) - 02d Campus Upgrds/Restrooms Upgrades (95119.0)						
	3,247,278	3,051,854	3,051,854	-		195,424
Pasadena High School (Phase 3) - 02b Campus Appearance/Identity (95080.0) (1) (2) (4)						
	184,994	159,996	159,996	-		24,998
<b>PASADENA HIGH TOTAL</b>	<b>33,947,710</b>	<b>33,351,148</b>	<b>33,350,734</b>	<b>414</b>	<b>182,685</b>	<b>596,562</b>
Roosevelt Elementary School - 12 Multi-purpose Facility (95025.0) (2)						
	1,831,607	1,831,607	1,831,607	-		-
Roosevelt Elementary School - COMPLETE: Auto Door Openers (95062.0)						
	98,844	98,844	98,844	-		-
Roosevelt Elementary School - COMPLETE: Measure T E-Rate (95180.0)						
	96,100	96,100	96,100	-		-
<b>ROOSEVELT ELEM. TOTAL</b>	<b>2,026,550</b>	<b>2,026,550</b>	<b>2,026,550</b>	-	-	-
Rose City High School - 07 Modification (95170.0) (2)						
	454,659	454,659	454,659	-		-
Rose City High School - COMPLETE: Career Technical Education (95145.0)						
	232,608	232,608	232,608	-		-
Rose City High School - COMPLETE: Measure T E-Rate (95180.0)						
	134,493	134,493	134,493	-		-
<b>ROSE CITY HIGH TOTAL</b>	<b>821,759</b>	<b>821,759</b>	<b>821,759</b>	-	-	-



# Budget Status by Fund

Budget status summary by Fund in selected Projects (thru 04/13/2022)

## 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
<b>SAN RAFAEL ELEM. TOTAL</b>	<b>2,221,814</b>	<b>2,214,236</b>	<b>2,214,236</b>	-	-	<b>7,578</b>
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 B						
	4,074,221	4,074,221	4,074,221	-		-
<b>SIERRA MADRE ES TOTAL</b>	<b>4,831,032.33</b>	<b>4,831,032.33</b>	<b>4,831,032.33</b>	-	-	-
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	-		-
<b>SIERRA MADRE MS TOTAL</b>	<b>38,693,330</b>	<b>38,693,330</b>	<b>38,693,330</b>	-	-	-
Washington Accelerated Elementary School - 01 New Classroom/MPR Bldg (95045.0) (						
	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
<b>WASHINGTON ES TOTAL</b>	<b>20,682,381</b>	<b>20,677,381</b>	<b>20,677,381</b>	-	-	<b>5,000</b>
Washington Middle School - COMPLETE: Career Technical Education (95145.0)						
	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
<b>WASHINGTON MS TOTAL</b>	<b>16,552,898</b>	<b>16,474,898</b>	<b>16,474,898</b>	-	-	<b>78,000</b>
Webster Elementary School - Aud/AdminBldg/Kitchen/Playground (95047.0) (2)						
	2,181,333	2,181,333	2,181,333	-		-
Webster Elementary School - COMPLETE: Kitchen Modernization (95083.0)						
	19,858	19,858	19,858	-		0
Webster Elementary School - COMPLETE: Measure T E-Rate 95180.0						
	139,666	139,666	139,666	-		-
Webster Elementary School - COMPLETE: Preschool Shade Structure (95105.0)						
	132,613	132,613	132,613	-		-
<b>WEBSTER ELEM. TOTAL</b>	<b>2,473,471</b>	<b>2,473,471</b>	<b>2,473,471</b>	-	-	<b>0</b>
Willard Elementary School - COMPLETE: Exterior Upgrade & Window Replacement (9						
	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 04/13/2022)

### 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	-	-	-
<b>WILLARD ELEM. TOTAL</b>	<b>6,172,568</b>	<b>6,172,568</b>	<b>6,172,568</b>	-	-	-
Wilson Middle School - COMPLETE: Classroom Demolition (95028.0)						
	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 MIDDLE SCHOOL - Wilson (95113.1) - School Site Programming, Facili (2)						
	-	-	-	-	-	-
<b>WILSON MS TOTAL</b>	<b>5,814,145</b>	<b>5,814,145</b>	<b>5,814,145</b>	-	-	-
<b>Totals</b>	<b>363,767,237</b>	<b>361,938,999</b>	<b>361,746,412</b>	<b>192,587</b>	<b>292,498</b>	<b>1,820,660</b>



## Budget Status by Fund

Budget status summary by Fund in selected Projects (thru 04/07/2022)

### Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

School Name/School Name - Project Name/Cost Group/Object Code	21.3 - Measure O (Capital Projects)			Fund 21.3 Analysis		
	Budget	Commitments	Expenditures	Remaining Commitments	Retention Held	UnCommitted Available Balance
<b>District Service Center</b>						
<i>District Service Center - Facilities Administration (97092.0) 2</i>	<i>39,905,298</i>	<i>7,581,470</i>	<i>781,854</i>	6,799,616		32,323,828
	<b>39,905,298</b>	<b>7,581,470</b>	<b>781,854</b>			
<b>Totals</b>	<b>39,905,298</b>	<b>7,581,470</b>	<b>781,854</b>	<b>6,799,616</b>		<b>32,323,828</b>



## Budget Status by Fund

Budget status summary by Fund in selected Projects (thru 04/07/2022)

### Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

School Name/School Name - Project Name/Cost Group/Object Code	21.2 - Measure O (Ed Tech)			Fund 21.2 Analysis		
	Budget	Commitments	Expenditures	Remaining Commitments	Retention	Uncommitted Available Balance
<b>DISTRICT-WIDE</b>						
<i>DISTRICT-WIDE - District-Wide I.T. Device Refresh Project (97091.0) (2) Total</i>	12,568,385	12,568,385	6,530,373	6,038,013	-	-
<i>DISTRICT-WIDE - District-Wide CTE- Computer Lab Upgrades (97091.0) Total</i>	44,834	44,834	-	44,834	-	-
<i>DISTRICT-WIDE - District-Wide I.T. Chromebook Lease Buyout (97091.0) Total</i>	667,843	667,843	667,843	-	-	-
<i>DISTRICT-WIDE - District-Wide I.T. Server Infrastructure Upgrade (97091.0) (2) Total</i>	1,624,581	1,624,581	1,392,029	232,552	-	-
<i>DISTRICT-WIDE - UNALLOCATED FUNDS Total</i>	4,960,382	-	-	-	-	4,960,382
	<b>19,866,025</b>	<b>14,905,642</b>	<b>8,590,244</b>			
<b>Totals</b>	<b>19,866,025</b>	<b>14,905,642</b>	<b>8,590,244</b>	<b>6,315,398.23</b>	<b>-</b>	<b>4,960,382.30</b>

**PUSD - FACILITIES DEPARTMENT**

**MTT Construction Status Report April 2022**

School / Funds Source	Project's Scope of Work	Progress/Issues March 2022 (Previous month status)	Progress/Issues April 2022 (Current month status)	Project Phase	Date in Phase	Expected date completion total project	% of compl. April 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.	Job walk was successfully conducted on February 25, 2022. 15 contractors were present on the job walk. Plans, specifications and addendums have been provided to interested bidders via Crisp Imaging. Pre-bid RFI's have been addressed by AOR and bid opening is March 17, 2022 by 2:00 p.m.	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.	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 "C" and the Gymnasium	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.	Submitted purchase order request to procurement for the Checkpoint Communications proposal, pending issuance of PO number.	Award	Apr-22	Jun-22	0%	Joel Garnica	N/A	Checkpoint Communications	N/A