# PASADENA UNIFIED SCHOOL DISTRICT

Pasadena, California



# FACILITIES AND CAPITAL PROJECTS COMMITTEE\* MEETING NOTICE AND AGENDA

May 16, 2019 2:30 p.m. Conference Room 229 351 S. HUDSON AVENUE PASADENA, CA. 91101

- A. CALL TO ORDER
- B. PUBLIC COMMENT
- C. APPROVAL OF MINUTES April 18, 2019
- D. DISCUSSION ITEMS
  - 1. Measure TT bond fund Budget vs. Commitments and expenditures report for the month of April.
  - 2. Construction Projects status report for the month of April (for previous construction project reports and construction meeting minutes can be found on the web at <a href="https://www.pusd.us/page/6819">www.pusd.us/page/6819</a>
  - 3. Update on Transportation field trip rates with First Student
  - 4. Update on agreement with Los Angeles Premier Futbol Club and PUSD at Blair HS

#### E. BOARD REPORTS/ACTION

- BR 1411-F Approval of Change Order No. 8 with Pinner Construction for the Blair HS Magnet School Modernization Project
- BR 1412-F Approval to accept as complete Bid No. 02-16/17, Blair I.B Magnet School Modernization Project
- BR 1413-F Approval of bid award to the lowest responsive bidder for the Washington E.S/MS Athletic Field & Track improvements Bid No. 03-18/19
- BR 1414-F Approval Facilities Agreement between Los Angeles Office of Education and Pasadena Unified School District for the exclusive use of two classrooms located at Blair Middle School campus.
- BR 1415-F Approval of Project Manager contract increase with Anson Rane.
- BR 1416-F Approval of Project Manager contract increase with Krzysztof Zazirski.

#### F. ADJOURNMENT

#### G. FUTURE AGENDA ITEMS

- 1. Cost comparison between Natural vs. Synthetic grass fields (On hold until staff can identify funds for this project)
- 2. Cost Comparison for Civic Center Permit fees with other Districts (staff will add the Duarte USD fees onto the chart)
- 3. Proposal to repair the Synthetic field irrigation system

<sup>\*</sup>Committees are advisory to the board and not decision-making bodies.

Date: May 23, 2019

**Topic:** <u>APPROVAL OF CHANGE ORDER NO. 8 WITH PINNER CONSTRUCTION FOR</u> THE BLAIR I.B MAGNET SCHOOL MODERNIZATION PROJECT

**RECOMMENDATION:** The Governing Board of the Pasadena Unified School District approves Change Order No. 8 with Pinner Construction for the Blair IB Magnet School Modernization project in the amount not to exceed \$222,201.30 (update).

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

**District Policy Consideration:** To ensure a clean, safe, and orderly environment that supports learning.

#### I. BACKGROUND

On February 23, 2017, the Board of Education approved the contract for Construction for the Blair IB Magnet School Modernization project to Pinner Construction in the amount of \$20,239,000. There have been seven (7) previous change orders in the total amount of \$2,095,439.39 bringing the total value to \$22,334,439.39.

#### II. STAFF ANALYSIS

District staff recommends the approval of Change Order No. 8 with Pinner Construction for the Blair IB Magnet School Modernization project in the amount not to exceed \$222,201.30 (update). This change order represents unforeseen conditions and Architect/ District requested scope changes. With this change order (No. 8) the total contract value for the project will be \$22,556,640.69 (update) and the total change order percentage will be approximately 11.45% (update) at 100% completion of the overall project.

The Facilities Committee vetted this Board Report on May 16, 2019.

**Attachment**: Change Order No. 8

#### III. FISCAL IMPACT

Funds in an amount not to exceed \$222,201.30 (update) are available in the Blair IB Magnet School Modernization Project Measure TT Account, resulting in a balance of \$xxx,xxx.xx in said account as of May 10, 2019.

| Pasadena Unified School District               |  |  |  |  |  |  |  |  |
|------------------------------------------------|--|--|--|--|--|--|--|--|
| <b>Board of Education Agenda:</b> May 23, 2019 |  |  |  |  |  |  |  |  |
| Submitted by:                                  |  |  |  |  |  |  |  |  |
| Nelson Cayabyab, Chief Facilities Officer      |  |  |  |  |  |  |  |  |

**Funding title / code:** 

Name: Blair High School 04A Modernization of Main building

String: <u>21.1-95056.0-00000-85000-6270-0800000</u>

Approved:

Brian O McDonald, Ed.D.

# Superintendent

Date: May 23, 2019

Originator: Anson Rane, Project Manager

Date: May 23, 2019

**Topic:** <u>APPROVAL TO ACCEPT AS COMPLETE BID NO. 02-16/17, BLAIR I.B MAGNET SCHOOL MODERNIZATION PROJECT</u>

**RECOMMENDATION:** The Governing Board of the Pasadena Unified School District approves to accept as complete Bid No. 02-16/17, Blair IB Magnet School Modernization Project.

**Anticipated Effect on Student Outcomes:** The project provides improvements to school facilities in support of 21<sup>st</sup> Century learning environments.

# I. BACKGROUND

On February 23, 2017, the Board of Education approved and awarded the Contract for Construction for Bid No. 02-16/17, Blair IB Magnet School Modernization Project to Pinner Construction in the amount of \$20,239,000. There has been seven (8) change orders in the total amount of \$2,317,640.69 (update) bringing the total project value to \$22,556,640.69.

#### II. STAFF ANALYSIS

District staff has determined that, with the exceptions as noted by the attached Exhibit 'A, all of the work for the Blair IB Magnet School Modernization Project, Bid No. 02-16/17, has been performed and recommends that the Board of Education accept the work by Pinner Construction Company Inc. as compete. The Board is requested to authorize Facilities staff to file a Notice of Completion with the County Clerk's office for the completion of the Blair IB Magnet School Modernization Project. District Policy Consideration is to ensure a clean, safe, and orderly environment that supports learning.

**Attachment:** Exhibit 'A' – List of Incomplete Work Items

The Facilities Committee vetted this Board Report on May 16, 2019.

#### III. FISCAL IMPACT

The expenditures for the Blair IB Magnet School Modernization Project, Bid No. 02-16/17 were paid out of the Blair IB Magnet School Modernization Project Measure TT Account.

Pasadena Unified School District

Board of Education Agenda: May 23, 2019

**Submitted by:** 

Nelson Cayabyab, Chief Facilities Officer

**Funding title / code:** 

Name: Blair High School 04A Modernization of Main building

String: 21.1-95056.0-00000-85000-6270-0800000

Approved:

Brian O McDonald, Ed.D. Superintendent



Date: May 23, 2019

Originator: Anson Rane, Project Manager

Meeting Date: May 23, 2019

**Topic:** APPROVAL OF BID AWARD TO THE LOWEST RESPONSIVE BIDDER FOR THE WASHINGTON E.S/MS ATHLETIC FIELD & TRACK IMPROVEMENTS BID NO. 03-18/19

**RECOMMENDATION:** The Governing Board of the Pasadena Unified School District approves the Bid Award the lowest responsive bidder for the Washington ES / MS Athletic Field & Track Improvements Bid No. 03-18/19

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

# I. BACKGROUND

On March 21 and March 28, 2019 bid advertisements were posted calling contractors for bids. On April 2, 2019 the mandatory bidders conference and job was conducted a total of four (4) companies attended the job walk. On April 23, 2019 there were two (2) contractors who submitted their bids. The apparent lowest bidder was Shenk Developers.

# II. STAFF ANALYSIS

Staff recommends awarding the Washington ES / MS Athletic Field & Track Improvements Bid No. 03-18/19 to the lowest responsive bidder, Shenk Developers. District Priority/Strategy is to ensure a clean, safe, and orderly environment that support learning.

The Facilities Committee vetted this Board Report on May 16, 2019

**Attachments:** Bid Recap Sheet

#### III. FISCAL IMPACT

Funds in an amount not to exceed \$2,272,000.00 are available in the Washington E.S and Washington MS Measure TT Accounts, resulting in a total balance of \$3,290,965.82 in said accounts as of May 10, 2019.

**Pasadena Unified School District** 

**Board of Education Agenda:** May 23, 2019

**Submitted by:** 

Nelson Cayabyab, Chief Facilities Officer

# **Funding title / code:**

Name: Washington Accelerated Elementary School New Classroom/MPR Bldg.

Washington Middle School New Construction Modernization

String: 21.1-95045.0-00000-85000-6270-0750000

21.1-95081.0-00000-85000-6270-0760000

Approved:

Brian O McDonald, Ed.D.

Superintendent

Originator: Anson Rane, Project Manager

Attachment: BR-1413-F May 23,2019

# BID RECAP NO. 03-18/19

# WASHINGTON ES & WASHINGTON MS-ATHLETIC FIELD AND TRACK IMPROVEMENTS

OPENING DATE AND TIME: 04/23/19, 2PM

|    |                    | ,          |         |                    |                                     |          |          |                  |             |                                           |                 |          |                         |                              | ,                |                 |          |              |
|----|--------------------|------------|---------|--------------------|-------------------------------------|----------|----------|------------------|-------------|-------------------------------------------|-----------------|----------|-------------------------|------------------------------|------------------|-----------------|----------|--------------|
|    | CONTRACTOR NAME    | TIME STAMP | JOBWALK | ADD #1 & ADD<br>#2 | GC's & SUB<br>DIR #<br>Verification | SUB LIST | BID BOND | DEVIATNS<br>FORM | NON<br>COLL | BIDDING<br>PRACTICES<br>INDEMNITY<br>FORM | WORKERS<br>COMP | REF LIST | DRUG-FREE<br>WORK PLACE | ALCOHOL &<br>TOBACCO<br>FREE | BACKGD<br>CHECKS | PAGES<br>5 & 17 | BASE BID |              |
| Ŀ  | Shenk Developers   | 1:55pm     | ✓       | ✓                  | ✓                                   | ✓        | ✓        | ✓                | ✓           | ✓                                         | ✓               | ✓        | ✓                       | ✓                            | ✓                | ✓               | \$       | 2,272,200.00 |
|    | The Nazerian Group | 1:54pm     | ✓       | ✓                  | ✓                                   | ✓        | ✓        | ✓                | ✓           | ✓                                         | ✓               | <b>√</b> | ✓                       | ✓                            | <b>√</b>         | ✓               | \$       | 2,274,123.00 |
| ;  |                    |            |         |                    |                                     |          |          |                  |             |                                           |                 |          |                         |                              |                  |                 |          |              |
| 4  |                    |            |         |                    |                                     |          |          |                  |             |                                           |                 |          |                         |                              |                  |                 |          |              |
| با |                    |            |         |                    |                                     |          |          |                  |             |                                           |                 |          |                         |                              |                  |                 |          |              |
|    |                    |            |         |                    |                                     |          |          |                  |             |                                           |                 |          |                         |                              |                  |                 |          |              |
|    |                    |            |         |                    |                                     |          |          |                  |             |                                           |                 |          |                         |                              |                  |                 |          |              |
| ;  |                    |            |         |                    |                                     |          |          |                  |             |                                           |                 |          |                         |                              |                  |                 |          |              |
| ,  |                    |            |         |                    |                                     |          |          |                  |             |                                           |                 |          |                         |                              |                  |                 |          |              |
| 10 |                    |            |         |                    |                                     |          |          |                  |             |                                           |                 |          |                         |                              |                  |                 |          |              |
| 1  |                    |            |         |                    |                                     |          |          |                  |             |                                           |                 |          |                         |                              |                  |                 |          |              |
| 1: |                    |            |         |                    |                                     |          |          |                  |             |                                           |                 |          |                         |                              |                  |                 |          |              |
| 1: |                    |            |         |                    |                                     |          |          |                  |             |                                           |                 |          |                         |                              |                  |                 |          |              |
| 1  |                    |            |         |                    |                                     |          |          |                  |             |                                           |                 |          |                         |                              |                  |                 |          |              |
| 1  |                    |            |         |                    |                                     |          |          |                  |             |                                           |                 |          |                         |                              |                  |                 |          |              |

Date: May 23, 2019

Topic: APPROVAL OF LOS ANGELES COUNTY OFFICE OF EDUCATION AGREEMENT FOR FACILITIES, SUPPLIES, AND SERVICES BUSINESS ENHANCEMENT SYSTEM TRANSFORMATION (BEST) PROJECT AGREEMENT FOR USE OF FACILITIES AT THE BLAIR SCHOOL SITE

**RECOMMENDATION:** The Governing Board of the Pasadena Unified School District approves the facilities use agreement between Los Angeles County Office of Education (LACOE) and Pasadena Unified School District for exclusive use of two classrooms at the Blair Middle School campus.

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

#### I. BACKGROUND

Los Angeles County Office of Education is interested in exclusive use of two classroom/training rooms located at 1201 S. Marengo Avenue, Rooms 1115 & 1116, Pasadena, CA 91106, totaling approximately 1,900 square feet for implementation of the BEST Advantage System project.

#### II. STAFF ANALYSIS

District staff recommends the approving lease agreement for facility use the terms of the agreement will be from July 1, 2019 to June 30, 2022. The hours of operation shall be from 6:00 a.m. to 8:00 p.m., Monday through Friday. The annual usage fee is \$9.82 per square foot of occupied space per year, for facilities, supplies, and services provided as outlined per the agreement. District policy consideration is to ensure a clean, safe, and orderly environment that supports learning.

The Facilities Committee vetted this Board Report on May 16, 2019.

**Attachment**: Los Angeles County Office of Education Agreement for Facilities, Supplies, and Services Business Enhancement System Transformation (BEST) Project and PUSD.

#### III. FISCAL IMPACT

LACOE shall pay District an annual fee of \$18,658.00

Pasadena Unified School District Board of Education Agenda: May 23, 2019 Submitted by:

Nelson Cayabyab, Chief Facilities Officer

**Funding title / code:** Name: General Fund

String: <u>01.-00000.0-00000-85000-8650-0000000</u>

Approved:

Brian O McDonald, Ed.D.

Superintendent



Date: May 23, 2019

Originator: Nadia Zendejas, Executive Secretary

Attachment: BR 1414-F May 23, 2019

# LOS ANGELES COUNTY OFFICE OF EDUCATION AGREEMENT FOR

# FACILITIES, SUPPLIES AND SERVICES BUSINESS ENHANCEMENT SYSTEM TRANSFORMATION (BEST) PROJECT

This Agreement is dated April 23, 2019 for reference purposes only. The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, hereinafter referred to as "LACOE," and the PASADENA UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District," mutually agree as follows:

#### BASIS OF AGREEMENT

This Agreement covers facilities, supplies and services made available by the District for exclusive use by LACOE of two classroom/training rooms located at 1201 S. Marengo Avenue, Rooms 1115 & 1116, Pasadena, CA 91106, (Premises) totaling approximately 1,900 square feet and indicated on Schedule A & Floor Plan, attached hereto and made a part hereof. LACOE shall provide its own tables, chairs, whiteboards, overhead projector, projector screen, printer/copier, workstations and computers (Furniture, Fixture and Equipment). District shall provide keys to the classrooms and parking lot gates. The hours of operation shall be 6:00 a.m. to 8:00 p.m., Monday through Friday.

#### 2. TERM OF AGREEMENT

This Agreement is effective from July 1, 2019 or upon occupancy of the Premises by LACOE, whichever occurs later, and shall remain in effect through June 30, 2022. This Agreement may be amended by mutual, written consent of the Parties.

If LACOE, with District's consent, remains in possession of the Premises after the expiration of the term hereof, such occupancy shall be an Agreement from month-to-month upon all the terms and conditions of the original Agreement, cancelable by either Party upon thirty (30) days prior written notice to the other Party.

#### 3. OPTION TO EXTEND

Intentionally omitted.

#### 4. PAYMENT

LACOE shall pay District an annual usage fee of \$9.82 (or the District's proposed rate) per square foot of occupied space per year, for facilities, supplies, and services provided hereunder. The usage fee shall be paid monthly.

The usage fee includes reimbursement for the following:

a) <u>Custodial Service</u> - Includes custodial salaries: employee benefits and custodial supplies. Custodial service shall be provided at the same level as the District provides to regular classrooms not occupied by LACOE. Additional custodial service which may be

requested by LACOE are not included in the basic annual usage rate and shall be reimbursed by LACOE as specified in Paragraph 11 hereunder.

- b) Normal Building Maintenance Includes maintenance salaries, employee benefits and maintenance supplies as well as those maintenance charges paid to an outside Contractor for maintaining the building(s) in a manner generally accepted for schools. Charges for additional maintenance services requested by LACOE and approved by the District shall be reimbursed as specified in Paragraph 11 hereunder.
- c) <u>Support Facilities</u> LACOE shall have the use of support facilities inherent in schools, including but not limited to, drive ways, pick up/drop off areas, parking lot, multipurpose room, cafeteria, restrooms, and lounge.
- d) Other expenses inherent in the rental of training/classroom rooms.

#### 5. TENANT IMPROVEMENTS

District shall perform the following Tenant Improvements prior to July 1, 2019:

(To be discussed if there are any repairs needed once inspection report is completed.)

District approves LACOE performing the following tenant improvements on an as needed basis:

- a) LACOE shall investigate the existing power, power outlets and data outlets in each room. LACOE, at its own expense may install additional power, power outlets, data outlets and dimmer switches as needed for its use.
- b) District and LACOE shall investigate installing an alarm in each room. LACOE may elect to use its alarm company. If District installs the alarm, LACOE shall reimburse the District for said expense per paragraph 11.

# 6. UTILITIES

District shall provide electrical, gas and water services (Utilities) for the Premises.

# 7. TELEPHONE AND DATA SERVICES

Telephone Service: District shall provide one telephone in each training room for LACOE's use. LACOE shall reimburse District for any long distance charges for each phone line.

Data Service: District shall provide access to power and network connectivity for WiFi access points for each training room. District shall provide the ability for LACOE to use SevOne to monitor bandwidth connectivity.

LACOE may elect to provide its own Data Service at its own cost and expense. District shall allow LACOE to use existing physical cabling infrastructure (i.e. Fiber or Ethernet cabling) to extend its own Data Service to destination buildings or training rooms.

If LACOE is not able to install its own Data Service, LACOE shall use District's Data Service. District's Data Service shall include standard CIPA compliant internet filtering, network support for LACOE applications, network troubleshooting and monitoring services.

#### 8. CUSTODIAL SERVICES

District shall provide custodial services. In the event LACOE determines that custodial services are required in addition to those included in the basic rental rate, the District shall, at the request of LACOE, assign additional custodial staff at the site. The number of additional hours of service to be provided and the hourly rate(s), including employee benefits, shall be approved by LACOE prior to making such assignment. If such additional service is provided, LACOE shall reimburse the District for the total cost of the additional service.

## 9. MAINTENANCE SERVICE

The District may, but is not required to, provide maintenance service to LACOE which is not defined as normal building maintenance. In this event, LACOE shall initiate work order requests for work estimated to be in excess of Five Hundred Dollars (\$500.00) prior to the beginning of the work to be done (except in emergency situations). Upon receipt of cost estimate, LACOE shall approve or not approve the work to be done. Emergency maintenance service shall be reported to the Maintenance and Operations Officer of LACOE as soon as it is practical to do so.

# 10. ADDITIONAL SERVICES

The District may provide services and/or supplies and materials in addition to those specified herein. If such additional services are provided, they shall be incorporated into this Agreement.

#### 11. REIMBURSEMENT

LACOE shall reimburse District for any additional costs incurred as a result of this Agreement at least two times per year. However, the District may invoice LACOE quarterly. Payments shall be made upon receipt of itemized invoices accompanied by the appropriate supporting documents. Invoices shall be directed to the attention of the Facilities Planning Unit.

# 12. ENVIRONMENTAL PROTECTION

District hereby certifies that District is in compliance with the Environmental Protection Agency's regulations pertaining to Asbestos in schools as published in the Federal RS/Los Angeles County Office of Education

Register on May 27, 1982. The District also certifies that its employees and contractors are properly trained in the use of all hazardous materials used in the vicinity of the classrooms used by LACOE pursuant to this Agreement and that a central file of Hazardous Material Data Sheets is maintained by the District and accessible in emergency situations.

#### 13. INDEMNIFICATION

#### a. LACOE's Indemnification

LACOE agrees to defend, indemnify, save and hold harmless District from and against any and all demands, debts, liens, claims, losses, damages, liability, cost, expenses (including, but not by way of limitation, attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury or damage (including, but not limited to death) to any person or property to the extent that such injury or damage results from or is connected with the use of the property by LACOE or LACOE's agents, employees or officers.

#### b. District's Indemnification

District agrees to defend, indemnify, save and hold harmless LACOE (including its officers, employees, and independent contractors) from and against any and all demands, debts, liens, claims, losses, damages, liability, cost, expenses (including, but not by way of limitation, attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury or damage (including, but not limited to death) to any person or property to the extent that such injury or damage results from the condition of the property or the maintenance of the property by District or District's officers, employees, contractors or agents.

# 14. INSURANCE

#### a. General Insurance Provision

Without limitation of the foregoing Indemnification clauses and as a material condition of this Agreement (for which LACOE can immediately terminate or suspend this Agreement), LACOE, at its sole expense, for the duration of this Lease, shall maintain a program of insurance as required below against claims for injury, damage, or loss that may arise from or in connection with its performance or nonperformance pertaining to this Lease. If commercial insurance is purchased, LACOE shall name District as an additional insured on any and all commercial general liability insurance and shall reference this Lease. LACOE shall furnish District with satisfactory evidence of insurance and the additional insured endorsement (if commercial insurance is purchased) prior to commencement of this Lease. If commercial insurance is purchased, each insurance policy required by this Lease shall be endorsed to state that coverage shall (i) be purchased in the state of California, (ii) be rated no less than B+, according to industry standard accepted insurance guidelines and (iii) not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice.

#### b. District Liability Insurance

District's minimum scope and limits of commercial general liability insurance shall be coverage for injury, damage and loss, including, but not limited to, premises and operations, contractual liability, independent contractors, broad form legal liability, fire legal liability, and personal injury with a minimum limit of liability of One Million Dollars (\$1,000,000.00), aggregate limits of Two Million Dollars (\$2,000,000.00). If coverage is written on a claims made form, such coverage shall be endorsed provided an extended reporting period of not less that one (1) year following termination of this Agreement.

#### c. LACOE Liability Insurance

LACOE is commercially insured for general liability insurance and maintains coverage as described above. LACOE may, at LACOE's option, choose to self-insure provided LACOE notifies District of such change and scope of coverage. LACOE shall be responsible for obtaining and maintaining personal property insurance.

#### 15. FAILURE TO COMPLY

In the event that either party fails to perform in accordance with the indemnification, or insurance requirement clauses of this Agreement, or otherwise breaches any other clause of this Agreement, the non-breaching party and the individuals thereof, and all officers, agents, employees, representatives, and volunteers shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance.

# 16. INDEPENDENT CONTRACTOR

While performing its obligations under this Agreement, neither party shall be considered an officer, employee or agent of the other. Neither party shall at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the other party.

# 17. RECORD RETENTION AND INSPECTION

The District agrees that LACOE shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Agreement. All records shall be kept and maintained by the District and made available to LACOE during the entire term of this Agreement and for a period not less than five (5) years after final payment hereunder by LACOE.

# 18. MODIFICATION

The Agreement shall not be modified or amended without mutual written consent of the parties. If any actual or physical deletions or changes appear on the face of the Agreement, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change

#### 19. SEVERABILITY/WAIVER

19.1If any provision of this Agreement is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Agreement.

19.2 No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

#### 20. ASSIGNMENT

LACOE shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Agreement or any portion hereof of any interest herein, in whole or in part, without the prior written consent of District which consent shall not be unreasonably withheld. If consent is not given by District to assign, transfer, or encumber this Agreement, such action shall be deemed automatically void. In addition, LACOE shall not subcontract the work to be performed pursuant to this Agreement without prior written approval of District. The names and qualifications of subcontractors or others whom LACOE intends to employ, other than those identified, shall be submitted to District for prior written approval.

#### 21. INTEGRATION

This Agreement, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Agreement and supersedes all prior Agreements, understandings and commitments, whether oral or written. This Agreement shall not be amended in any way except in writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

#### 22. ATTORNEY'S FEES

Should either party be required to file any legal action or claim to enforce any provision of this Agreement or resolve any dispute arising under or connected to this Agreement, each party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

#### 23. GOVERNING LAW/FORUM SELECTION

This Agreement is made, entered into and executed in Los Angeles County, California, and any legal action, claim or proceeding arising out of or connected with this Agreement shall be filed in the applicable court in Los Angeles County, California. This Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

RS/Los Angeles County Office of Education

#### 24. NOTICES

Any notices to be given pursuant to this Agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

#### LACOE:

LOS ANGELES COUNTY OFFICE OF EDUCATION

Attention: Senior Real Estate Specialist Facility Planning Services, ECW 9300 Imperial Highway Downey, CA 90242-2890 (562) 803-8211

Email: Stephens\_Roberta@lacoe.edu

#### District:

PASADENA UNIFIED SCHOOL DISTRICT Attention: Leslie Barnes, Ed.D. Chief Business Officer 351 S. Hudson Avenue Pasadena, CA 91109 (626) 396-3600 ext. 88151 Email: Barnes.Leslie@pusd.us

#### 25. EMPLOYEE FINGERPRINTING

During the entire term of the Agreement, the District, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1 and 49024 when LACOE determines that the District's employees and/or employees of subcontractors will have more than limited contact with LACOE pupils in the performance of the work of the Agreement. Reciprocally, LACOE hereby agrees that any and all LACOE staff, consultants or personnel at the premises shall be in full compliance with Ed. Code Section 45125.1 and 49024.

#### 26. TOBACCO-FREE WORKPLACE

The District hereby agrees to comply with the Los Angeles County Board of Education's Policy 3515.1 which states: "It is the intention of the office to provide a smoke-free workplace within all buildings owned or leased by the office commencing June 30, 1995."

## 27. ALCOHOL AND DRUG-FREE WORKPLACE

The District hereby certifies under penalty or perjury under the laws of the State of California that District will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4034.

#### 28. PARKING

LACOE shall be entitled up to 45 unreserved parking spaces in the vicinity of the Premises at no charge.

#### 29. SIGNAGE

LACOE, at its sole cost and expense, shall install signage and directional signage as needed in order for customers participating in the training to find the training rooms. LACOE shall provide a design and a list of desired locations for District's approval prior to installation, which approval shall not be unreasonably withheld.

#### 30. EARLY TERMINATION.

LACOE and District shall have the right to terminate this Agreement at any time upon giving a thirty (30) day advanced written notice, except if termination occurs sooner based upon other provisions designated herein.

LACOE AND DISTRICT ACKNOWLEDGE THAT THIS AGREEMENT SHALL NOT BE BINDING UNTIL FULLY EXECUTED BY BOTH PARTIES. EMAIL AND/OR PORTABLE DOCUMENT FORMAT (PDF) SIGNATURES ON THIS AGREEMENT SHALL BE BINDING AS IF ORIGINAL.

| LOS ANGELES COUNTY<br>OFFICE OF EDUCATION                 | PASADENA UNIFIED<br>SCHOOL DISTRICT    |  |  |  |  |  |
|-----------------------------------------------------------|----------------------------------------|--|--|--|--|--|
| By Patricia Smith Executive Director Business and Finance | By Brian McDonald, Ed.D Superintendent |  |  |  |  |  |
| 翠                                                         |                                        |  |  |  |  |  |
| Date                                                      | Date                                   |  |  |  |  |  |

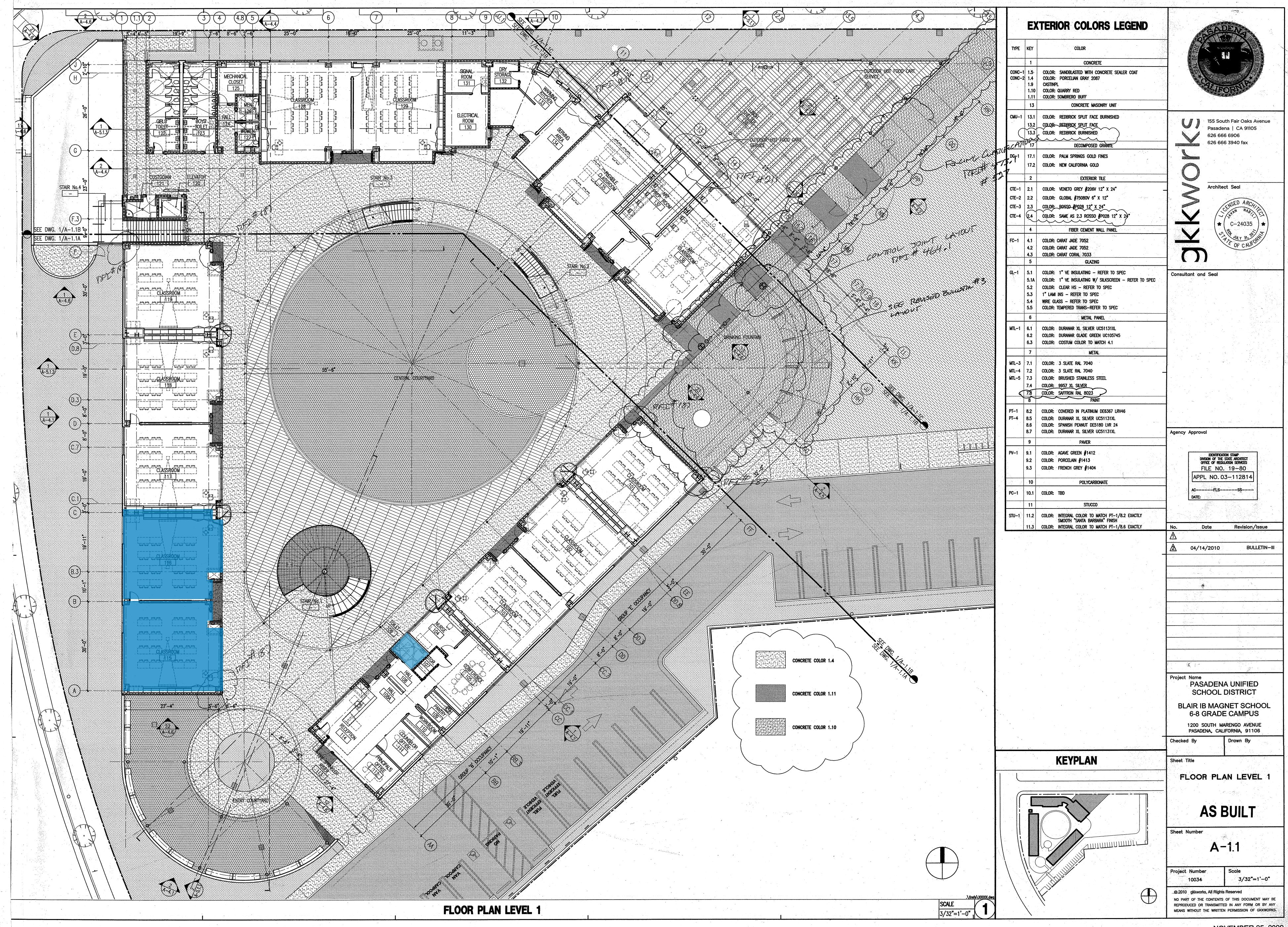
# **SCHEDULE A**

# TO AGREEMENT FOR FACILITIES, SUPPLIES AND SERVICES

| SITE                 | Room   | SQ    | ANNUAL | ANNUAL       | PERIOD    | AGREEMEN   |
|----------------------|--------|-------|--------|--------------|-----------|------------|
|                      | Number | FT    | RATE   | COST         |           | EXPIRATION |
| 1201 S. Marengo Ave. | 1115,  | 1,900 | \$9.82 | \$18,658.00* | 7/1/2019- | 6/30/2022  |
| Pasadena, CA 91106   | 1116   |       |        |              | 6/30/2022 |            |

\*This is a twelve month cost.

04/23/2019 PASADENA UNIFIED SCHOOL DISTRICT



Date: May 23, 2019

**Topic:** <u>APPROVAL TO INCREASE THE CONSULTANT CONTRACT AGREEMENT</u> WITH ANSON RANE FOR PROJECT MANAGER SERVICES

**RECOMMENDATION:** The Governing Board of the Pasadena Unified School District approves to increase the Consultant Contract Agreement with Anson Rane in the amount not to exceed \$ 32,500.00

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

#### I. BACKGROUND

On May 24, 2018 the Governing Board of the Pasadena Unified School District approved BR 1314-F Consultant Agreement with Anson Rane for Project Manager Services in the amount not to exceed \$110,112.00 during the 2018-2019 FY.

# II. STAFF ANALYSIS

District staff recommends the contract increase for project management services for an additional amount not to exceed \$32,500.00 the requested additional fees are for continued services through the end of the current fiscal year. The current projects that Mr. Rane is assisting to manage are Don Benito ES- Building 'C' HVAC Replacement and Kitchen Renovation, Washington ES/MS- Athletic Field Improvements, Norma Coombs ES- New Admin and Classrooms Buildings, Blair HS Modernization, Muir HS- Building 'D' Accessibility Improvements and Washington Child Care Center. District Policy Consideration is to ensure a clean, safe, and orderly environment that supports learning.

The Facilities Committee vetted this Board Report on May 16, 2019.

**Attachment**: Anson Rane's proposal

#### III. FISCAL IMPACT

Funds in an amount not to exceed \$32,500.00 are available in the District Service Center Facilities Administration account, with this increase the new balance will be \$144,276.00 in said account as of May 09, 2019.

**Board of Education Agenda:** May 23, 2019

Submitted by:

Nelson Cayabyab, Chief Facilities Officer

Date: May 23, 2019

**Funding title / code:** 

Name: District Service Center Facilities Administration String: 21.1-95000.0-00000-85000-6265-0000710

Approved:

Brian O McDonald, Ed.D.

Superintendent

Originator: Nadia Zendejas, Executive Secretary

Attachment: BR 1415-F

May 23, 2019

Anson Rane 5850 Irvine Ave North Hollywood, CA 91326 (949) 836-7811

April 24, 2019

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

Dear Mr. Cayabyab,

I am pleased to submit this proposal for project management and construction supervision extended services in the not to exceed amount of \$32,500.00. The requested additional fees are requested for continued services through the end of the fiscal year for the following ongoing projects:

# **Current Projects:**

- 1. Don Benito ES Building 'C' HVAC Replacement and Kitchen Renovation
- 2. Washington ES / MS Athletic Field Improvements
- 3. Norma Coombs ES New Admin and Classroom Buildings
- 4. Blair HS Modernization
- 5. Muir HS Building 'D' Accessibility Improvements
- 6. Washington Child Care Center

Sincerely

Anson Rane

Date: May 23, 2019

**Topic:** APPROVAL TO INCREASE THE CONSULTANT CONTRACT AGREEMENT WITH T24 CONSULTING INC. KRZYSTOF (KRIS) ZAZIRSKI FOR PROJECT MANAGER SERVICES

**RECOMMENDATION:** The Governing Board of the Pasadena Unified School District approves to increase the Consultant Contract Agreement with T24 Consulting, Inc. Krzystof (Kris) Zazirski in the amount not to exceed \$29,792.00

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

#### I. BACKGROUND

On May 24, 2018 the Governing Board of the Pasadena Unified School District approved BR 1309-F Consultant Agreement with T24 Consulting, Inc. Krzystof (Kris) Zazirski for Project Manager Services in the amount not to exceed \$113,088.00 during the 2018-2019 FY.

# II. STAFF ANALYSIS

District staff recommends the contract increase for project management services for an additional amount not to exceed \$29,792.00 for additional 392 hours for the remainder of the fiscal year. Services to include but limited to Project Management Consultation and Construction Management, Project Management Services (Technology/Mechanical Engineering Processes), Project Management, Bid Cycle, and Continuation Project Management Services for John Muir HS, Eliot Middle School, Blair High School, Norma Coobms Elementary School, Don Benito Elementary School, McKinley School, Sierra Madre Elementary and Middle Schools, district wide solar projects, HVAC, site consolidation projects, assistance with closeout of pas t DSA projects. The District Policy Consideration is to ensure a clean, safe, and orderly environment that supports learning.

The Facilities Committee vetted this Board Report on May 16, 2019.

**Attachment**: T24 Consulting, Inc. Krzystof (Kris) Zazirski's proposal.

#### III. FISCAL IMPACT

Funds in an amount not to exceed \$29,792.00 are available in the District Service Center Facilities Administration account, with this increase the new balance will be \$114,484.00 in said account as of May 09, 2019.

Pasadena Unified School District

**Board of Education Agenda:** May 23, 2019

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

Nelson Cayabyab, Chief Facilities Officer

Date: May 23, 2019

**Funding title / code:** 

Name: District Service Center Facilities Administration String: 21.1-95000.0-00000-85000-6265-0000710

Approved:

Brian O McDonald, Ed.D. Superintendent

Originator: Nadia Zendejas, Executive Secretary

Attachment: BR 1416-F May 23, 2019

**T24 Consulting, Inc.** Krzysztof (Kris) Zazirski 20555 Romar Ln Santa Clarita, CA 91350

April 15, 2019

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

We are pleased to submit this proposal to extend our current contract for project management and construction supervision services for additional 392 hours for the remainder of the fiscal year. The original contract was approved only for 1,488 hours which is less than the district 52-week standard.

Stated Contract for Additional Services to include but not limited to:

- Project Management Consultation and Construction Management
- Project Manager Services (Technology/Mechanical Engineering Processes)
- Project Management, Bid Cycle, and Continuation Project Management Services for Muir High School, Eliot Middle School, Blair High School, Norma Coombs Elementary School, Don Benito Elementary School, McKinley Fundamental School, Sierra Madre Elementary and Middle School, district wide solar projects, HVAC, site consolidation projects, assistance with closeout of past DSA projects, and other projects as directed by the District.

To be provided to the Pasadena Unified School District for the period through June 30, 2019 for additional services that are estimated to cost approximately \$29,792 at a rate of \$76.00/hr for an additional 392 hours (not to exceed).

Sincerely,

Kris Zazirski

REVIEWED & APPROVED CHIEF FACILITIES OFFICER

Nelson M. Cayabyab