



CITIZENS' OVERSIGHT COMMITTEE MEETING

REVISED

NOTICE AND AGENDA

March 27, 2024

6:30 PM

[Join Webex meeting](#)

ID: 26323265882 Password: fRTaSPGf654

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

Access code: 2632 326 5882

IN PERSON:

351 S. HUDSON AVENUE, ROOM 236, PASADENA, CA 91106

COC Member attending via teleconference from location:

515 SOUTH FLOWER STREET, LOS ANGELES, CA 90071

- I. Call to Order**
- II. Public Comment**
- III. Approval of the February 21, 2024, Meeting Minutes**
- IV. Board of Education COC Liaison Report**
- V. Refresher Training on Roles & Responsibilities of the Citizens' Oversight Committee - Presentation by Sarine Abrahamian, Esq., Orbach Huff & Henderson LLP**
- VI. Review of Resolution 2746 Emergency Madison ES Chiller Replacement and PO Number 240000002627 Southland Energy Altadena ES Chiller Temporary Cooling**
- VII. Update on Transition Plan for Program & Construction Management (Copy of Friday Communique) Presented by Manuel Carrasco**

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

- 1717-F – Acceptance of the 2022-2023 Proposition 39 General Obligations Bond, Bond Building Funds, Measure TT, and Measure O Financial and Performance Audits.
- 1720-F – Marshall Softball Construction Award.
- 1721-F – Odyssey Restroom Relocation Construction Award.
- 1722-F – Eliot MS Restroom Upgrades Design Award.
- 1723-F – Sierra Madre ES Restroom Upgrades Design Award.
- 1724-F – Willard ES Restroom Upgrades Design Award.
- 1725-F – Approval of New COC Member.
- 1726-F – Authorization - Arvin Union Piggyback Contract.
- 1727-F – Shades P2 Project Award.
- 1728-F - 22-23 Financial Audit Report -Bonds.
- 1729-F – Approval of Staff Housing Project

IX. Facilities and Capital Projects Committee Meeting Update

X. Facilities Reports

- **Consolidated Budget Status by Funds**
 - MTT Projects
 - Measure O Projects
 1. Capital
 2. Ed Tech
- **Construction Status Report**
 - MTT Projects
 - Measure O Projects
 1. Capital
 2. Ed Tech

XI. Future Agenda Items

XII. Next meeting date: April 24, 2024



**PASADENA UNIFIED SCHOOL DISTRICT (PUSD)
CITIZENS' OVERSIGHT COMMITTEE (COC) MEETING
Meeting Minutes for February 21, 2024**

Meeting was held in-person at Ed Center and
remote is Teo Sierra

- I. Meeting was called to order at 6:31 pm
Present:
 - A. COC members: Stephen Aquino, Wayne Hammack, Dennis McNamara, Paul Nerenberg, John Robinson, Teo Sierra, Angela Uriu, Eliza Jane Whitman (515 South Flower Street)
 - B. PUSD staff: Manuel Carrasco, Albert Garcia, Balvina Sheffield and Dr. Blanco
 - C. PUSD Board liaison: Kim Kenne
 - D. Public: None.
- II. Public Comment: No Public Comment
- III. Approval of the December 13, 2023 Meeting Minutes with a change to the wording of "total gutting" to "renovating" and January 24, 2024 meeting minutes and the last name for Theresa "Rodriguez" will be added. – Approved with minor comment to the December 13, 2023.
- IV. COC Chair and Vice Chair Nominations and Selection

New chair and vice chair was discussed. Teo Sierra volunteered to be chair and Dennis McNamara volunteered to be vice-chair. A motion was provided and approved as chair and vice chair. Both were approved by the COC members and both will start their positions at the March 27, 2024 COC meeting. Both have a 1 year term limit per the COC bylaws.
- V. Board of Education COC Liaison Report

Board meeting on 2/22/24 will be discussing: 1) class achievement monitoring; 2) employee layoffs (both certificated and classified); 3) budget cuts; 4) 2nd interim budget assumptions; and 5) LCAP mid-year update as required by legislation.

There will be a special Board meeting on 2/29/24 to discuss 1) staff housing and 2) review the survey results on potential new bond and/or parcel tax.

More to come on the Jefferson ES MOU with the City of Pasadena and holding off until 3/14 meeting. Waiting to hear about plans for Wilson in FY 25-25 and superintendent search ends on 3/15/24 and then the evaluation will start and interview will start in April.

Question about what is at Wilson which is PALS and CIS. There is a children's center (Willard CC). Learning Works asked to use the space but there is only a sign but not use is happening.

Discussion on the Identity Kid and what happens if they lose paper.

On the budget, Ms. Kenne discussed that she looks at BEST and compares that to Accountability and Kahua reports. With the departure of SafeworksCM, PUSD legal staff is looking to keep the Kahua software. Facilities could not answer the question regarding to keep Kahua financial software. The question was asked is Kahua the financial tool for the bond? The auditors audit BEST financial tool and Accountability is used by Facilities. Safeworks will continue to enter inputting into Kahua until 3/31/24 which is the end of the Safeworks contract. There were questions regarding transition plan regarding an in person meeting Safeworks and Facilities but an answer could not be provided. The only transition plan was the one provided to the Board in early February 2024.

Open position for Facilities positions closes on March 23.

Action Item: Copy of the Bond indentures to the COC members when bonds are issued. There could be a master and any supplemental indentures. The Measure O Bond indentures could be called the offering or prospectus for Measure O.

VI. Review of Measure TT and Measure O-related Board Reports

A. Board Report 1702-F – Authorization of Allocation of Budget for Annual Program Operations and Support for Fiscal Years 2027, 2028 and 2029.

This budget replaces the previous proposed \$5M for 2027, 2028 and 2029, respectively. No additional funds for Facilities staff for fiscal year 2024, 2025 and 2026.

B. Board Report 1703-F – Authorization of Allocation of Budget for the Program Contingency.

The revision change was 4% of the bond is at \$15M versus 10% of the bond is at \$45M. PUSD Facilities staff is comfortable because all the projects have contingency so that project contingency should be sufficient to support issues during construction.

Ms. Kenne suggested that the COC member review the overall Measure O breakdown that was presented to the Board on 2/1/24.

- C. Board Report 1710-F – Approve and/or Ratify the District's Intention to Terminate the SafeworkCM Agreement without Cause.

This was approved by the Board on 2/1/2024. This termination of SafeworkCM was discussed and none of the COC members agreed with this decision to terminate. There was a concern stated that this decision makes PUSD appear to have less transparency and risk to the public.

Facilities did confirm there is not a firm that will be replacing SafeworksCM and the Bond will be managed by Facilities staff with the help with outside consultants supporting existing and new Facilities staff.

Will COC members know who is hired but they all are Board approved. COC does not have any input.

- D. Board Report 1711-F – Approval of Award Request for Proposals No. 12-23/24 to Dannis Woliver Kelly (DWK) to Provide Bond Counsel Services.

This was skipped since there is no financial impact to Measure O.

- E. Board Report 1713-F – Approval of Award for Architectural Design Services for Shade Structure Phase 2 at San Rafael ES, Webster ES, Longfellow ES, Jackson ES, Willard ES, Altadena ES, and Sierra Madre ES.

A question about installation at Longfellow ES and was it the right decision to install due to construction. District staff confirm it will

A question regarding Don Benito ES being removed was raised. District staff confirmed that since Don Benito ES has 3 shade structures that any additional were not required.

A question was raised regarding the sole source recommendation of architectural services to Arcadis as being a violation of the Bond, Arcadis added a boundary survey as an added cost, and the process that the District had established under the Program Management process established by Safeworks. Dr. Blanco indicated that they would have the District attorney to review this recommendation. District staff indicated that Arcadis was a part of their approved architect pool but quotes from other consultants. No other consultant quotes have been provided.

COC member volunteered discussed a selection letter.

- F. Board Report 1715-F – Approval to Proceed with correction for Project Deferred Maintenance to Board Report 1666-F related to Fire, Life and Safety at Willard ES, Sierra Madre ES, San Rafael ES and Eliot MS.

No significant questions or discussion were held.

- G. Board Report 1716-F – Approval and acceptance of the Notice of Completion for Summer 2023 Phase 2 Roof Replacement by Best Contracting Services.

No significant questions or discussion were held.

VII. Facilities and Capital Projects Committee Meeting Report

The Facilities Committee discussed all Board Reports presented tonight. There was a presentation on health and safety; There were also two old business items discussed: time & motion study, project labor agreement updates, presentation on landscaping and gardeners effort and an MOU with CalFire.

VIII. Facilities Reports

A. Measure TT report

There is a Muir HS project that disappeared from the report that still hasn't reappeared. This was mentioned at the previous COC meeting.

The question from multiple previous COC meetings remains about the total amount of uncommitted, available funds.

B. Measure O financial report

1. Capital projects list

There was no significant discussion of this item.

2. Ed tech list

There was no significant discussion of this item.

C. Measure TT project status report

There was no significant discussion of this item.

D. Measure O project status report

1. Ed tech list

There was no significant discussion of this item.

2. Capital projects list

There was no significant discussion of this item.

IX. Future Agenda Items

X. Next meeting: March 27, 2024

Meeting adjourned: 8:30 pm

Pasadena Unified School District

Measure TT and Measure O Citizens' Oversight Committee Role and Responsibilities

Sarine Abrahamian, Esq.

Measure TT and Measure O

- On November 4, 2008, voters passed general obligation bond Measure TT authorizing the District to issue up to \$350 million in general obligation bonds.
- In November 2020, voters passed general obligation bond Measure O authorizing the District to issue up to \$516.3 million in general obligation bonds.
- In March 2021, the District Board of Education (“Board”) approved Resolution 2601 appointing the Measure O and Measure TT Citizens’ Oversight Committee (“COC”), and approving amended and restated COC Bylaws, to oversee District expenditure of the Bond Measures’ funds.

Committee Members

- **John Robinson** – Committee Chair – Parent of District Student/ Member of the Business Community
- **Eliza Jane Whitman** – Committee Vice Chair – Bona-fide Taxpayer's Association
- **Stephen Aquino** – Community Member At-Large/ Member of the Business Community
- **Wayne Hammack** – Parent of District Student
- **Dennis McNamara** – Community Member At-Large/ Senior Citizens' Organization
- **Paul Nerenberg** – Parent of District Student
- **Teo Sierra** – Community Member
- **Angela Uriu** – Parent of District Student/ Parent Teacher Association

Board of Education

General Powers

- **Permissive Code:** May initiate and carry on any program, activity, or act in any manner which is not in conflict with, inconsistent with, or preempted by any law and which is not in conflict with the purposes for which school districts are established. (Ed. Code § 35160.)
- **Delegation:** May execute any powers delegated by law to it or to the District and shall discharge any duty imposed by law upon it or upon the District and may delegate to an officer or employee of the District any of those powers or duties. (Ed. Code § 35161.)
 - The Board of Education (“Board”), however, retains ultimate responsibility over the performance of those powers or duties so delegated. (Ed. Code § 35161.)

School Facilities

- Provide Facilities for the Education of Children.
 - Evaluate school facilities needs and determine when new facilities are needed.
 - Approve additions or alterations to existing buildings.
 - Approve the reconstruction of existing buildings.
 - Approve the construction of new school facilities.
 - Select and acquire sites.

Determine Method of Financing

- For a Proposition 39 bond measure:
 - **Types of Projects:** Determine scope, locations, and schedule of projects and that bond proceeds would only be spent on appropriate types of projects. (Ed. Code § 15100.)
 - **List of Projects:** Provide a list of the specific school facilities project to be funded with bond proceeds. (Cal. Const., Art XIII A § 1(b)(3)(B).)
 - ▣ The list should be specific enough that voters know what they are voting for. However, certain generalities should be maintained to provide the District flexibility as the needs of the District vary.
 - **Evaluate Needs:** Certify that the District has evaluated safety, class size reduction, and information technology needs in developing the project list. (Cal. Const., Art. XIII A § 1(b)(3)(B).)

Appointment of COC

- **60 Days:** The Board must establish and appoint members to an independent citizens' oversight committee within 60 days of the date the Board enters election results in its Board meeting minutes. (Ed. Code § 15278(a).)
- **Members:** Must consist of a minimum of 7 members:
 - Each member must serve for a minimum of 2 years without compensation; and
 - Members cannot serve for more than 3 consecutive terms. (Ed. Code § 15282(a).)

Appointment of COC

- COC must include one member satisfying each category:
 - Active in a business organization;
 - Active in a bona fide taxpayers' organization;
 - Active in a senior citizens' organization;
 - Parent or guardian of a child enrolled in the District; and
 - Parent or guardian of a child enrolled in the District and active in a PTO or school site council. (Ed. Code § 15282(a)(5).)
- If the statutorily-required categories are not satisfied, the District shall start the COC while it continues to diligently seek members to satisfy the categories.

Appointment of COC

- Board may not appoint to the COC:
 - An employee or official of the District;
 - A vendor, contractor, or consultant of the District; and
 - Persons who have a conflict of interest:
 - ▮ Persons with a contractual interest related to the District or COC (Gov. Code § 1090 et seq.)
 - ▮ Persons who hold an office which is inconsistent, incompatible, in conflict with, or inimical with service on the COC (Gov. Code § 1125 et seq.)

(Ed. Code § 15282.)

COC Bylaws

- The Board may establish policies and regulations for the COC by adopting Bylaws.
- The Bylaws cannot contradict or provide more authority than applicable statutes or District policies and regulations.
- The Bylaws may address the following:
 - COC's purpose and duties
 - Member selection, composition, terms, and replacement
 - Meeting rules and procedures
 - Number/Frequency of meetings
 - Member and District attendance at meetings

Implement Bond Program

- **Perform the following:**

- **Bond Program Generally:** Authorize the bond program budget, scope, schedule and locations. (Ed. Code § 15100.)
- **Consultants:** Approve the selection of architects, engineers and other consultants as needed. (Ed. Code § 17266; Gov. Code § 4529.10 et seq.)
- **Design Approval:** Obtain all requisite approvals of the design of facilities improvement projects. (Ed. Code §§ 17267, 17268.)
- **Contracts & Change Orders:** Authorize all contracts and all changes to contracts. (Ed. Code § 35200, Pub. Con. Code § 20111, 20118.4.)
- **Completion:** Accept all completed projects.

Implement Bond Program

- **Project List:** Ensure that bond funds have been expended only on projects included in a list of the specific school facilities projects to be funded. (Cal. Const. Art. XIII A § 1(b)(3)(C).)
- **Appropriate Expenditure/Staff Salaries:** Ensure that the proceeds from the sale of bonds are used only for the purposes of the construction, reconstruction, rehabilitation, replacement, furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities, and not for any other purpose, including teacher and administrator salaries and other school operating expenses. (Cal. Const., Art. XIII A § 1(b)(3).)

Implement Bond Program

- **Performance Audit:** Conduct an annual, independent performance audit to ensure that the funds have been expended only on the specific projects listed. (Cal. Const., Art. XIII A § 1(b)(3)(C).)
- **Financial Audit:** Conduct an annual, independent financial audit of the proceeds from the sale of the bonds until all of the proceeds have been expended for the school facilities projects. (Cal. Const., Art. XIII A Sec 1(b)(3)(D).)
- **Technical Assistance:** Without expending bond funds, provide the COC any necessary technical assistance and shall provide administrative assistance in furtherance of its purpose, and sufficient resources to publicize the committee's conclusions. (Ed. Code § 15280(a).)

District Staff

Staff Responsibilities: COC

- Report to Board and COC.
- Provide administrative and technical assistance to the COC including:
 - Administrative and technical assistance for compliance with the Brown Act. (Gov. Code § 54950 et seq.; Ed. Code § 15280.)
 - Assistance with the preparation of regular reports on committee activities, with at least one report issued each year. (Ed. Code § 15280(b).)
 - Making all documents and minutes available on the District's Internet website. (Ed. Code § 15280(b).)

Staff Responsibilities: Carry Out Bond Program

- **Solicit/Recommend Consultants:** Under the Board's direction, select consultants for recommendation to the Board. (Gov. Code § 4529.10 et seq.)
- **Recommend Program Items:** Recommend to the Board the budget, scope, schedule and locations of bond program work.
- **Oversee Design:** Oversee and assist in the design of bond program work to meet the District's needs.
- **Bidding/Procurement:** Oversee and implement the bidding and other procurement of construction projects. (Pub. Con. Code §§ 100-9203; 20101-20118.4; 22030-22355.)

Execution of Bond Program

- **Recommend Award:** Recommend to the Board the award of contracts to the low responsive, responsible bidder for each formally bid contract or the best value / qualified respondent for each lease-leaseback contract. (Pub. Contract Code § 20111; Ed. Code § 17406.)
- **Manage Construction:** Oversee and implement the performance of bond-funded construction projects.
- **Solicit Auditors:** Under Board direction, implement selection of financial and performance auditors. (Cal. Const., Art. XIII A § 1(b)(3)(C) and (D).)

Citizens' Oversight Committee

Role of COC

- COC's role is to:
 - Inform the public concerning expenditure of bond revenues. (Ed. Code § 15278(b).)
 - Alert the public to any waste or improper expenditure of school construction bond money. (Ed. Code § 15264(c).)
 - Actively review and report on the expenditure of taxpayers' money for school construction. (Ed. Code § 15278(b).)
 - Advise the public as to whether the District is in compliance with accountability requirements.

Role of COC

- COC **does not** have the authority to perform duties that are the responsibility of the Board/District:
 - Participate in District's actual bond sale and issuance process.
 - Make decisions regarding the timing, terms, or structure of a bond issuance.
 - Select, or participate in the negotiation or bid process for contractor or consultants for bond projects.
 - Visit construction sites without prior permission of the Board who reserves the right to determine frequency and timing of visits.
 - Contact District contractors or consultants without prior permission of the Board.
 - Regular and deferred maintenance projects and all monies generated under other sources fall outside the scope of the COC's review.

COC Responsibility: Advise the Public

- COC must advise the public as to whether the District is in compliance with the following accountability requirements:
 - **Appropriate Expenditure/Staff Salaries.** That bond proceeds shall only be used for the construction, reconstruction, rehabilitation, or replacement of school facilities, including furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities, and not for any other purpose such as teacher and administrator salaries or other school operating expenses.
 - ▮ This has been clarified by the California Attorney General in an advisory opinion that allows school districts to use bond funds to pay for staff that is performing services related to the bond.

(Cal. A. G. Opinion; 87 Ops.Cal.Atty.Gen. 157 (2004).)

COC Responsibility: Advise the Public

- **District Needs.** That the District has provided a list of the specific school facilities projects to be funded and certification that the Board has evaluated safety, class size reduction, and information technology needs in developing that list.
- **Performance Audit.** That the Board has conducted an annual, independent performance audit to ensure that the funds have been expended only on the specific projects listed.
- **Financial Audit.** That the Board has conducted an annual, independent financial audit of the proceeds from the sale of the bonds until all the proceeds have been expended for the school facilities projects.

(Cal. Const., Art. XIII A § 1(b)(3).)

COC Responsibility: Permitted Activities

- **Audits:** Receive and review copies of the annual, independent performance audit and financial audit (Ed. Code §§ 15278(c)(1)&(2)) at the same time they are submitted to the district, no later than March 31 of each year. (Ed. Code § 15286.)
 - The District shall provide the COC with any “responses to any and all findings, recommendations, and concerns” addressed in those audits. (Ed. Code § 15280(a)(2).)
- **Inspection:** Inspecting school facilities and grounds to ensure that bond revenues are expended only for the purposes of the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities. (Ed. Code § 15278(c)(3)). This is subject to District’s policies.
- **Deferred Maintenance:** Receive and review copies of any deferred maintenance proposals, plans, or reports developed by the District. (Ed. Code § 15278(c)(4).)

COC Responsibility: Permitted Activities

● Cost Saving Measures:

- Review efforts by the District to maximize bond revenues by implementing cost-saving measures, including, but not limited to, all of the following:
 - ▀ Mechanisms designed to reduce the costs of professional fees.
 - ▀ Mechanisms designed to reduce the costs of site preparation.
 - ▀ Recommendations regarding the joint use of core facilities.
 - ▀ Mechanisms designed to reduce costs by incorporating efficiencies in school site design.
 - ▀ Recommendations regarding the use of cost-effective and efficient reusable facility plans. (Ed. Code § 15278(c)(5).)

COC Meeting Requirements: Brown Act

- COC must conduct all business and meetings in compliance with the Ralph M Brown Act (“Brown Act”). (Gov. Code § 54950 et seq.; Ed. Code § 15280(b).)
- Purpose of the Brown Act:
 - To keep the public informed of the actions, debates and views of locally elected representatives; and
 - To provide the procedural framework for local legislators to meet, debate, act and listen collectively to their constituents.

COC Responsibility: Reporting Requirements

- The COC shall have the following reporting requirements:
 - Issue regular reports on the results of its activities (meeting minutes);
 - Issue a report at least once a year (annual report);
 - Make available on the District website the minutes of all COC proceedings, all documents received, and reports issued. (Ed. Code § 15280(b).)

QUESTIONS

Thank You

Pasadena Unified School District

Measure TT and Measure O Citizens' Oversight Committee Role and Responsibilities

Sarine Abrahamian, Esq.
Orbach Huff & Henderson LLP
sabrahamian@ohhlegal.com
(310) 228-2082

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

RESOLUTION NO. 2746

**RESOLUTION DECLARING EMERGENCY FOR REPLACEMENT OF
CHILLER SYSTEM AT MADISON ELEMENTARY SCHOOL**

WHEREAS, on Tuesday, February 6, 2024, while the Pasadena Unified School District's HVAC Technicians conducted the facility inspections and assessments across the District as a response to the storm recovery activities, internal HVAC Technicians noticed new damage to the system at Madison Elementary School located at 515 Ashtabula St., Pasadena; and

WHEREAS, after thorough inspection and testing, internal HVAC technicians determined that as a result of the significant downpour related to the storm and exposure to these elements, the system was overwhelmed, and the chiller system was further compromised by damage to controllers and other vital components of the system; and

WHEREAS, the District, therefore, would like to exercise its right under Public Contract Code section 22035 for the procurement of emergency replacement of the chiller system at Madison Elementary School due to damage caused by the storm; and

WHEREAS, a few months ago, the Facilities team applied for authorization to the California Department of Education (Agency) to use ESSER III funding to replace the chiller system at Madison Elementary School. The District received approval from the Agency on January 24, 2024. The current ESSER III funding deadline is September 30, 2024. The project cannot be completed in time for the ESSER III deadline due to the extended lead time of the chiller system from the manufacturer of more than a year. The District would like for such replacement to be funded utilizing Measure O Funding related to Urgent Health and Safety; and

WHEREAS, the estimated cost of removing the old chiller and replacing it with a new chiller, including all labor, materials and necessary equipment is approximately \$900,000; and

THEREFORE, BE IT RESOLVED, that the Governing Board of the Pasadena Unified School District of Los Angeles County, State of California, hereby finds, determines and orders as follows:

1. The recitals above are true and correct.
2. The District's Superintendent, or his designee, is authorized and directed to make a contract in writing on behalf of the District and/or to use day labor or force account without reference to Public Contract Code Section 20114 for the performance of the work, including all labor and furnishing of all materials or supplies in connection therewith, without advertising for or inviting bids, pursuant to the authority of this Resolution and California Public Contract Code Section

20113 and 22035, to immediately notify the Los Angeles County Superintendent of Schools of the unanimous vote of the District to enter into a contract to undertake the work and/or to use day labor or force account, to request the Los Angeles County Superintendent of School's approval and to take any and all measures to ensure the timely completion of the work.

3. This authorization is contingent upon the approval and concurrence of the County Superintendent of Schools as required by Public Contract Code Section 20113 and 22035.

APPROVED AND ADOPTED this 22nd day of February 2024, by the Governing Board of Pasadena Unified School District.

Kimberly Kenne, President

Jennifer Hall Lee, Vice President

Tina Fredericks, Clerk

Patrick Cahalan, Member

Patrice Marshall McKenzie, Member

Dr. Yarma Velázquez, Member

Michelle Richardson Bailey, Member

**SHIP TO:**

PUSD DSC Facilities Services
740 West Woodbury Road
Altadena, CA 91001
626-396-5850 89178

BILL TO:

Accounts Payable Office
351 S. Hudson Avenue
apinvoice@pusd.us
Pasadena, CA 91109
626-396-3600 x88110



PO1-64881-0000710-240000002627-1

Final**PURCHASE ORDER NO****PO1-240000002627**

VENDOR: 0000228211 SOUTHLAND ENERGY 12131 WESTERN AVE. GARDEN GROVE, CA 92841 VENDOR CONTACT: No Contact	ISSUE DATE 01/24/2024	DUE DATE	BUYER NAME Karla Coleman	SPECIAL INSTRUCTIONS:
	VENDOR PHONE (714) 901-5800	PO TERMS	BUYER PHONE (626) 396-3600	
	VENDOR FAX (714) 901-5811	SHIP VIA	BUYER FAX	
	VENDOR EMAIL	FOB	BUYER EMAIL coleman.karla@pusd.us	

Line	Commodity Code	Commodity Description	Quantity	UOM	Unit Price	Total Line Amount
1	40101710	ALTADENA ES - CHILLER TEMPORARY COOLING ADDITIONAL COMMODITY INFORMATION: BR 1531 - F 10/28/2021 \$432,978.00 WAS AMENDED WITH BR 1583-F 10/27/2022 \$524,57300 DUE PRICE ESCALATION BR 1531-F 10/28/2021 WAS FOR APPROVING (6) PROPOSALS FROM ENVISE THAT RESULTED FROM SURVEYING (11) PUSD CAMPUSES PER BR 1583-F 10/27/202, THE GOAL OF THE PROJECT WAS TO BRING THE SYSTEMS UP TO THE NEW HVAC STANDARS FROM THE FEDERAL COVID-19 ADVISORY ORGANIZATION. ENVISE PROJECT #LG5581625 FOR (2) CHILLER REPLACEMENTS AND ENGINEERING REVIEW AT ALTADENA ES THE PROJECT USED ESSER FUNDS ACCOUNT STRING 01.1-32130.0-00000.0-00000-6275-0000500 ATTACHMENTS: CALIFORNIA DEPARTMENT OF EDUCATION APPROVAL DATES 9/27/2022 VENISE AMENDED PROPOSAL LG557625 6/9/2022 ENVISE ORGINAL PROPOSAL LG5581625 9/9/2021 PER MEMORANDUM 10/26/2023 ALTADENA ES - CENTRAL UPGRADE - TEMP COOLING: DISTRICT NEGOTIATED WITH SOUTHLAND TO BRING IN THE TEMP CHILLERM WHILES THE PROJECT FOR THE (2) CHILLER UPGRADE WAS IN PROCESS, TO PROVIDE THE SCHOOL WITH COOLING 50% OF COOLING COST NEGOTIATED WITH THE DISTRICT \$15,000.00	0.00000		0.000000	\$14,976.00

**SHIP TO:**

PUSD DSC Facilities Services
740 West Woodbury Road
Altadena, CA 91001
626-396-5850 89178

BILL TO:

Accounts Payable Office
351 S. Hudson Avenue
apinvoice@pusd.us
Pasadena, CA 91109
626-396-3600 x88110



PO1-64881-0000710-240000002627-1

Final**PURCHASE ORDER NO****PO1-240000002627**

Line	Commodity Code	Commodity Description	Quantity	UOM	Unit Price	Total Line Amount
WAREHOUSE INSTRUCTIONS:						
		PUSD DSC Facilities Services				
Issuer: Sandra Vaca						Sub Total: \$14,976.00
Requestor: Sandra Vaca						Tax Total: \$0.00
						Freight Total: \$0.00
						Total PO Amount: \$14,976.00

Kingsley Udo

AUTHORIZED/APPROVAL SIGNATURE

Date/Time: 01/24/2024 06:45:43 PM

For Internal Use Only:

21.3-97133.0-00000-85000-5610-0040000 - \$14,976.00

Requisition IDs Referenced:

XREQ-240000002957

Project: O-C Alta Temp Chiller-Altadena ES - Altadena -ES Temporary Cooling Contract: SOUTHLAND ENERGY Type: Supply/Other

Routing List

Contract:	SOUTHLAND ENERGY	Contract Date:	10/23/23	Initial Contract:	\$ 14,976.00
Vendor#:	228211	NTP Date:		Changes:	\$ -
Vendor:	SOUTHLAND ENERGY	Duration Days:	0	Contract Amt:	\$ 14,976.00
	12131 WESTERN AVE	CC Date:			
	GARDEN GROVE, California 92841	NOC Date:			

Contact:	Description:	
		Less Expended: \$ 14,976.00
		Less Withholding: \$ -
		Available Bal: \$ -

Review / Approval	Date	Signature/Initials
Program Controls	12/15/23	Analet Barrow
Owner's Rep		
Owners Rep		
Facilities Chief	01/19/23	meed
Accounts Payables		
Provisional Chief		

Amount To Authorize: \$14,976.00

No Working Budget Found

Accounting Code String (ACS)	PO Number	Date	Authorized	PO Type	Description
21.3-971310-00000-85000-5630-0000710	TBD	10/23/23	14,976.00	Contract	Temporary Chiller while Altadena ES Central Plant Upgrade work
Totals:			14,976.00		

PO/Amend/In voice	Date	Description	Authorized	Remittance	Balance	Payment Number	Payment Date
PO#: TBD ACS: 21.3-97133.0-00000-85000-5630-0000710							
TBD	10/23/23	Temporary Chiller while Altadena ES	14,976.00		14,976.00		
001	06/12/23	Temporary Chiller while Altadena ES Central Plant Upgrade was in progress		14,976.00	-		
Totals:			14,976.00	14,976.00	-		

PO/Invoice Number	Date	Audit Description	Authorized	Withheld	Remittance	Balance	Payment Number	Payment Date
TBD	10/23/23	Temporary Chiller while Altadena ES	14,976.00			14,976.00		
001	06/12/23	Temporary Chiller while Altadena ES Central Plant Upgrade was in progress			14,976.00	-		



PO/Authorization Request

Totals:	14,976.00	-	14,976.00
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Contract Notes

BR 1531-F 10/28/21 \$432,978.00 was amended with BR 1583-F 10/27/22 \$524,573.00 due to price escalation.

BR 1531-F 10/28/21 was for approving (6) proposals from Enviser that resulted from surveying (11) PUSD campuses.

Per BR 1583-F 10/27/22, the goal of the projects was to bring the systems up to the new HVAC standards from the Federal COVID-19 advisory organization. Enviser Project # LG5581625 for (2) Chiller Replacements and Engineering Review at Altadena ES.

The project used ESSER funds.

Account string 01.1 32130.0 00000 00000 6275 0000500

Attachments: California Department of Education approval dates 9/27/22

Enviser amended proposal LG5581625 6/9/22

Enviser original proposal LG5581625 9/9/21

Per Memorandum 10/16/23 Altadena ES - Central Plant Upgrade - Temp Cooling: District negotiated with Southland to bring in a temp chiller, while the project for the (2) Chiller Upgrade was in process, to provide the school with cooling. 50% of cooling costs negotiated with the District \$15,000.00



PO/Authorization Request

as in progress

Donald Cristobal

From: Jennie Gonzalez <JEGonzalez@southlandind.com>
Sent: Tuesday, July 19, 2022 3:00 PM
To: Andre Haghverdian
Cc: Jeff Stevanus; Jeremy Crowley; Donald Cristobal; Michael Villegas
Subject: RE: Altadena ES - Chiller Plan- Temp cooling cost split

Hi Andre,

Thank you! I ended up getting sick yesterday and am out, but trying to do as much as I can. Can we set up a call for tomorrow to discuss and I can have Jeff join too since I don't know how long I will be out?

In addition to the temp cooling, we will need to talk about invoicing and payment as this is a larger project that some of the others that have taken longer to get paid.

Please note, we don't know for sure yet if the work will be done in August or not. It will depend on the official date of equipment delivery. As soon as we have that Jeff can build the schedule.

Thank you,
Jennie

Jennie Gonzalez
Business Development Manager | Southland Industries

I P: (800) 613-6240
I D: (714) 657-1032
I M: (714) 943-0150
I JEGonzalez@southlandind.com
12131 Western Avenue, Garden Grove, CA 92841
southlandind.com



From: Andre Haghverdian <andre.haghverdian@safeworkcm.com>
Sent: Tuesday, July 19, 2022 2:43 PM
To: Jennie Gonzalez <JEGonzalez@southlandind.com>
Cc: Jeff Stevanus <JStevanus@southlandind.com>; Jeremy Crowley <JCrowley@southlandind.com>; Donald Cristobal <donald.cristobal@safeworkcm.com>; Michael Villegas <michael.villegas@safeworkcm.com>
Subject: RE: Altadena ES - Chiller Plan- Temp cooling cost split

Good afternoon Jennie:

Please go ahead and proceed with the temp. cooling system in Altadena so we can finish the work in August 2022. We will pay for the half of the temp. cooling cost not to exceed \$15k total.

Please also give me a call to discuss how we can work the cost into the project since the project funding application is moving forward, and I don't want to slow it down.

Thanks

SAFEWORK CM
Andre Haghverdian, PE, CCM, QSP | Director |



JULY 13, 2022

Leonard Hernandez
Pasadena Unified School District
740 W Woodbury Rd
Altadena, CA 91001

RE: Altadena Arts Temporary Chiller Proposal

Dear Mr. Hernandez,

With recent approval to move forward with the project of replacing two (2) of the chillers at Altadena, based on timing, temporary cooling will be needed in order to complete the project after school starts. The team was fortunate that the chillers were in stock, but still had some lead time to get the coils coated which is what pushes the project into the school year.

We have walked the site with your SafeWork team and a representative from TEM to determine the best plan for rental and logistics. We will work with TEM on bringing out and connecting a temporary Chiller to the site. With your approval, the following scope of work will be performed:

Scope of Work

- Stage/deliver equipment and material to jobsite.
- Park chiller trailers in designated location adjacent to chiller room.
 - Should the District want the skids on the ground and not on the trailers during the rental period, an additional cost is shown for forklift rental to put chillers on ground.
- Provide and install temporary header/manifolds to customer provided point of connections.
- Furnish and install temporary flexible hose from temp chiller to TEM headers/manifolds.
- Provide and install Type W UL Rated temporary power cable from temporary units to customer provided power source.
- Furnish and install temporary flexible make up water hose from customer provided water source to temporary unit.
- After completion of installation, TEM will fill the system, start the system and provide operator instruction.
- During the rental period, TEM will provide routine maintenance inspections. Scheduling is based on TEM service department's discretion.
- At the conclusion of the project, TEM will remove all TEM furnished equipment.
- **One month of rental is included in the base price**

Base Pricing.....	\$21,952
• ADD ALT #1: Forklift Rental to place Chillers on ground.....	\$1,350
• ADD ALT #2: Additional Rental (Weekly).....	\$4,000

Clarifications:

- Work to be performed during normal business hours
- Payment and Performance Bonds excluded
- Adequate power for the TEM furnished equipment to be in place; no electrical upgrades are included

Enviser

12131 Western Ave
Garden Grove, CA 92841

| P +1 844.4Enviser
DIR# 1000030376 SCL# 1005262

Handwritten calculations and notes:

- 9 weeks
- 29952.00
- 14,976
- x 2



- Water containment/treatment/reclamation for temporary chillers is excluded

The above prices include straight time labor, equipment, and material. Sales tax is not required for this rental. This price will be held firm for 30 days. Payment terms are 30 days from date of invoice.

Should you have any questions please give me a call at (714) 943-0150. You may email your approval to me at jegonzalez@southlandind.com

Sincerely,

Jennie Gonzalez
Business Development Manager

Pasadena Unified School District

Approved By: _____

Date: _____

12/4/20



MEMORANDUM

TO: Recommendation to Award Memo for File
FROM: Manuel Carrasco cc: Elizabeth Blanco
DATE: October 16, 2023
SUBJECT: Altadena ES – Central Plant Upgrade – Temp Cooling

Project Overview:

The District proceeded with an ESSER funded project to replace chillers at Altadena ES. Installation occurred during school year and District negotiated with Southland to bring in a temp chiller to provide the school with cooling.

Recommendation to Award

Facilities staff recommends to proceed with 50% of cooling costs negotiated with the District for \$15,000.00

Funding Source Measure O 21.3

Respectfully Submitted,

Donald E Cristobal 10/16/23

Donald E Cristobal
Construction Manager
Measure O Bond Program
Spo-Cristobald@pusd.us
(310) 944-1053

Manuel Carrasco 10/16/23

Manuel Carrasco, M.S.
Director of Facilities, Maintenance, Operations and Transportation

MEASURE O - PROCUREMENT REQUISITION DOCUMENT CHECKLIST



Project Name: Altadena ES - Chiller Temporary Cooling

Project Manager: Donald Cristobal

Vendor Name: Southland

PO Amount: \$15,000.00

To be completed and submitted as PDF via email		CUPCAA Direct Award	CUPCAA INFORMAL	PCC FORMAL
ITEM	N/A	UNDER \$60k	UNDER \$200k	OVER \$200k
Copy of Project Request	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Proof of Advertisement	<input checked="" type="checkbox"/>	--	<input type="checkbox"/>	<input type="checkbox"/>
Copy of RFP + Addenda	<input checked="" type="checkbox"/>	--	<input type="checkbox"/>	<input type="checkbox"/>
Copies of all Bids Received (3 Bids Optional for Under \$60K)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bid Tabulation	<input checked="" type="checkbox"/>	--	<input type="checkbox"/>	<input type="checkbox"/>
Direct Negotiation and Award (only one bidder required)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	--	--
CMAS or Other Cooperative Purchasing Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Material or Equipment Only	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Accepted Proposal, Signed by FMOT Director	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recommendation/Justification to Award Memo, FMOT Dir. Signed	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Approved Board Report to Award, <i>red-stamp by FM Admin.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Contract, signed by Contractor & PUSD (<i>photocopy</i>)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Verification Registration with DIR (<i>screenshot print req'd</i>)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Verification of Contractor License (<i>screenshot print req'd</i>)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Certificate Of Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Copy of W-9 Form	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Signature Michael Dobrotin, Bond Program Manager

7/6/23

Date

INSTRUCTIONS:

- To be completed and included in each PO package request by Measure O, Project Manager
- Identify the procurement method and fill-in the corresponding boxes
- Measure O, PM/CM to collect and submit every item, unless specified otherwise
- Review proposal scope with Facilities Director and collect his signature, on the proposal
- Once pkg is complete. Bond Manager will review and approve PO Package
- Submit to PUSD Cost Accountant, she'll generate the golden-rod cover page
- Cost Accountant will then route the package to Facilities Admin for Generation of Requestion Number
- PO Package forwarded to Procurement for generation of PO
- DIR Project Number will also be generated and be listed on the PO
- Performance and Payment Bonds to be provided prior to Issuance of NTP for all PO amounts over \$25K
- ALL Original docs (Contract, Bond, etc.) are to be mailed:

• Checklist Revision February 23, 2023

PASADENA UNIFIED SCHOOL
DISTRICT PROCUREMENT &
CONTRACTS
ATTN: PROCUREMENT RM# 102
351 SOUTH HUDSON AVE

REVIEWED & APPROVED
Director Facilities, M&O, Transp

OCT 17 2023

x
Manuel Carrasco



MEMORANDUM

TO: Recommendation to Award Memo for File
FROM: Manuel Carrasco cc: Elizabeth Blanco
DATE: July 6, 2023
SUBJECT: Altadena ES – Central Plant Upgrade Temporary Cooling

Project Overview:

Pursuant Br. 1583-F dated October 27, 2022, The board approved to provide Altadena ES with new chiller and pumps for the Central Plant as the air conditioning has become inadequate to service the campus. Temporary cooling was provided for the duration while equipment was being installed at the start of the school year. Project was held to begin during fall due to equipment lead time.

Recommendation to Award

The Board is requested to authorize Facilities Staff to proceed the temporary cooling cost to Southland in the amount of \$15,000.00

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Donald E. Cristobal".

7/6/23

Donald E Cristobal
Construction Manager
Measure O Bond Program
Spo-Cristobald@pusd.us
(310) 944-1053

A handwritten signature in blue ink, appearing to read "Manuel Carrasco".

7/6/23

Manuel Carrasco
Director of Facilities, Maintenance, Operations and Transportation

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

Topic: AMENDMENT OF BR 1531-F FOR ALTADENA ELEMENTARY SCHOOL DUE TO PRICE ESCALATION

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approve the amendment to board report 1531-F previously approved on October 28, 2021, for Enviser proposal no. LG5581625 due to cost escalation.

Anticipated Effect on Student Outcomes: To ensure a clean, safe, and orderly environment that support learning.

I. BACKGROUND:

On October 28, 2021, District staff recommended approving (6) proposals from Enviser that resulted from surveying the eleven (11) PUSD campuses. This request was approved via BR 1531-F. The proposals were a direct result of the findings of the HVAC reviews completed. The goal of the project is to bring the systems up to the new HVAC standards from the Federal COVID-19 advisory organization. Enviser project No. LG5581625 for the (2) chiller replacements and engineering review at Altadena Arts Magnet in the amount of \$432,978.00 is now being revised due to cost escalation.

II. STAFF ANALYSIS:

The referenced project was approved on October 28, 2021. The District received CDE approval for the increased amount on September 27, 2022. The revised cost of the project is \$524,573.00.

Attachments: California Department of Education approval dates September 27, 2022
Enviser amended proposal LG5581625 dated June 9, 2022
Enviser original proposal LG5581625 dated September 9, 2021

III. FISCAL IMPACT:

Funds in the amount not to exceed \$524,573.00 are available in the Elementary and Secondary School Emergency Relief Fund as of October 27, 2022.

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

October 27, 2022

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

Funding title/code:

Title: Elementary and Secondary School Emergency Relief Fund


Code: 01.0-32130.0-00000-00000-6275-0000500

APPROVED by the Board of
Education of the Pasadena
Unified School District on
the above mentioned date.

Board Report No. 1583-F

Date: October 27, 2022

Approved:



Brian O. McDonald, Ed.D.
Superintendent

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

APPROVED by the Board of
Education of the Pasadena
Unified School District on
the above mentioned date.

**SHIP TO:**

PUSD DSC Facilities Services
740 West Woodbury Road
Altadena, CA 91001
626-396-5850 89178

BILL TO:

Accounts Payable Office
351 S. Hudson Avenue
apinvoice@pusd.us
Pasadena, CA 91109
626-396-3600 x88110



PO1-64881-0000710-230000002333-1

Final**PURCHASE ORDER NO****PO1-230000002333**

VENDOR: 0000228409 ENVISE 12131 WESTERN AVE. GARDEN GROVE, CA 92841 VENDOR CONTACT: No Contact	ISSUE DATE 02/07/2023	DUE DATE	BUYER NAME Ilene Mehrez	SPECIAL INSTRUCTIONS:
	VENDOR PHONE (844) 436-8473	PO TERMS	BUYER PHONE (626) 396-3600	
	VENDOR FAX	SHIP VIA	BUYER FAX	
	VENDOR EMAIL	FOB	BUYER EMAIL mehrez.ilene@pusd.us	

Line	Commodity Code	Commodity Description	Quantity	UOM	Unit Price	Total Line Amount
1	40100000	CHILLER REPLACEMENT FOR ALTADENA ARTS MAGNET ADDITIONAL COMMODITY INFORMATION: BR 1531-F 10/28/2021	0.00000		0.000000	\$524,573.00

WAREHOUSE INSTRUCTIONS:

PUSD DSC Facilities Services

Issuer: Balvina Sheffield**Requestor:** Balvina Sheffield**Sub Total:** \$524,573.00**Tax Total:** \$0.00**Freight Total:** \$0.00**Total PO Amount:** \$524,573.00**TERMS AND CONDITIONS/COMMENTS:**

DIR NUMBER: 1000030376 LICENSE NUMBER: 1005262

THIS IS A PREVAILING WAGE JOB. THE CONTRACTOR SHALL BE REQUIRED TO PAY PREVAILING WAGES AND COMPLY WITH ALL OF THE REQUIREMENTS OF THE LABOR COMMISSIONER/DEPARTMENT OF LABOR STANDARDS ENFORCEMENT (DLSE).
PROJECT ID# 452983

UNLESS OTHERWISE STATED OR ATTACHED, PASADENA USD STANDARD TERMS AND CONDITIONS FOR COMMODITIES AND SERVICES SHALL APPLY. CONTRACTORS/
VENDORS MAY VIEW THE TERMS AND CONDITIONS ON PASADENA USD'S WEBSITE: PUSD.US



SHIP TO:

PUSD DSC Facilities Services
740 West Woodbury Road
Altadena, CA 91001
626-396-5850 89178

BILL TO:

Accounts Payable Office
351 S. Hudson Avenue
apinvoice@pusd.us
Pasadena, CA 91109
626-396-3600 x88110



PO1-64881-0000710-230000002333-1

Final

PURCHASE ORDER NO
PO1-230000002333

Hlene Mehrez

AUTHORIZED/APPROVAL SIGNATURE

Date/Time: 02/07/2023 04:43:36 PM

For Internal Use Only:

01.0-32130.0-00000-85000-6275-0002198 - \$524,573.00

Requisition IDs Referenced:

XREQ-230000002351



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/13/2023

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
MARSH USA, LLC.
4400 Comerica Bank Tower
1717 Main Street
Dallas, TX 75201-7357

CONTACT NAME: Lorene Kutzner
PHONE (A/C, No, Ext): 412 552 5163
E-MAIL ADDRESS: lorene.j.kutzner@marsh.com
FAX (A/C, No):

CN102747116-SI-GAWU-23-24

55

INSURED
Southland Industries
12131 Western Avenue
Garden Grove, CA 92841

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Hartford Fire Insurance Company

19682

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

COVERAGES

CERTIFICATE NUMBER:

HOU-003997918-06

REVISION NUMBER: 2

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 OTHER:	X	X	40 CSE QU3961	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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	X		40 CSE QU3962	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ SIR value: \$ 500,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			40 RHU QU3963	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	40 WN QU3960	04/01/2023	04/01/2024	<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

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

RE: All Service Operations

Pasadena Unified School District, its board, officials, employees, and agents and other indemnitees as required by the contract are included as Additional Insureds under the General Liability and Automobile Liability policies. Waiver of Subrogation applies to the General Liability policy in favor of the Additional Insureds.

CERTIFICATE HOLDER

Pasadena Unified School District
351 S. 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
of Marsh USA LLC

Marsh USA LLC

© 1988-2016 ACORD CORPORATION. All rights reserved.

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.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date: 04/01/2023

SCHEDULE

Name Of Person(s) Or Organization(s):

WHERE REQUIRED BY WRITTEN CONTRACT

PER WRITTEN CONTRACT

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** – Covered 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.

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
WHERE REQUIRED BY WRITTEN CONTRACT	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

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT	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.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

WHERE REQUIRED BY WRITTEN CONTRACT

PER WRITTEN CONTRACT

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

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.

Request for Taxpayer Identification Number and Certification

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

► Go to 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.

Southland Industries

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.

12131 Western Ave

6 City, state, and ZIP code

Garden Grove, CA 92841

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

9 5 - 1 5 9 6 5 3 3

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 ► 01/01/2023

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.

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)

10/26/2022

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 Artex Risk Solutions, Inc. 2850 Golf Road, 5th Floor Rolling Meadows IL 60008	CONTACT NAME: Sheryl Haas	
	PHONE (A/C, No, Ext): 630-285-4187	FAX (A/C, No):
	E-MAIL ADDRESS: Sheryl_haas@artexrisk.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Old Republic Insurance Company	24147
	INSURER B : Lexington Insurance Company	19437
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 1926497748 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"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	MWZY 307204 22	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <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			MWTB 307177 22	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			023627653	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC 307176 22	4/1/2022	4/1/2023	<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	Auto Physical Damage			MWTB 307177 22	4/1/2022	4/1/2023	Comp Ded: \$250 Collision Ded: \$500

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

RE: All Service Operations

Pasadena Unified School District, its board, officials, employees, and agents and other indemnitees as required by the contract are included as Additional Insureds under the General Liability policy. Waiver of Subrogation applies to the General Liability policy in favor of the Additional Insureds.

This Certificate of Insurance replaces any certificates issued previously.

CERTIFICATE HOLDER

CANCELLATION

Pasadena Unified School District
351 S. 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

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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

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
All persons or organizations as required by written contract or agreement	The locations as specified in the written contracts or agreements
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.

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.

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):	Location And Description Of Completed Operations
All persons or organizations as required by written contract or agreement	The locations as specified in the written contracts or agreements
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".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

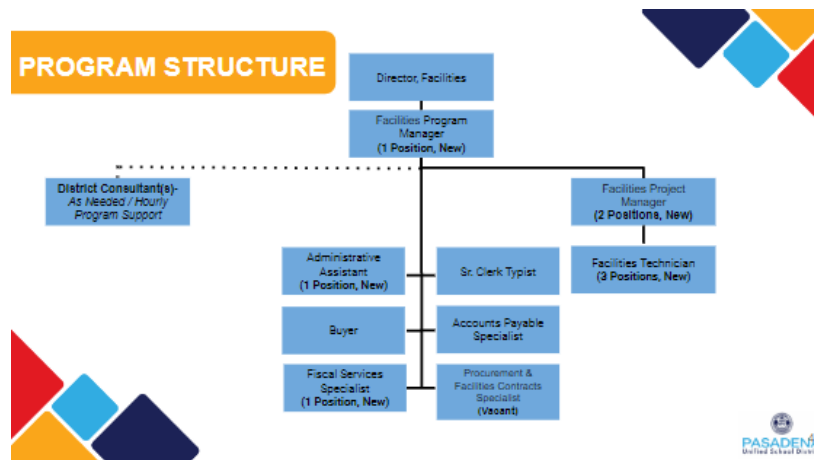
We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.



PASADENA UNIFIED SCHOOL DISTRICT

To: PUSD Board Of Education
CC: Dr. Elizabeth Blanco and Superintendent's Leadership Team
From: Manuel Carrasco, Director of Facilities, M&O, and Transportation.
Date: March 8, 2024
Subject: Friday Communique - Facilities - Transition Plan for Program & Construction Management Update 3.8.24

As part of the transition plan, the Facilities department has continued to partner with Human Resources in the recruitment of the new positions, as listed in the diagram shown below.



Currently, the Facilities Department has assigned Mr. Michael Dunning, as the Interim Bond Program Manager. Before coming to the District in 2016 as Lead Carpenter/Locksmith, Mr. Dunning spent the first 18 years of his career in private and public construction. Under the direction and leadership of the Director of Facilities, Mr. Dunning will play a vital role during the transition and in moving all bond funded projects forward.

Lastly and as identified in the diagram above, the Facilities department has secured the services of [NAZ Building Program Advisors](#) for *As Needed / Hourly Program Support*. Through NAZ, we have been supported by Noemi Avila Zamudio (CEO of NAZ and former school district Director of Facilities), Robert Quinn (former school District CBO and Director of IT), Gregory Romero, and Elise Garcia.

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

Topic: ACCEPTANCE OF THE 2022-2023 PROPOSITION 39 GENERAL OBLIGATIONS BONDS, BOND BUILDING FUNDS, MEASURE TT, AND MEASURE O FINANCIAL AND PERFORMANCE AUDITS

RECOMMENDATION: The Governing Board of the Pasadena Unified School District accept the 2022-2023 Proposition 39 General Obligations Bonds, Bond Building Funds, Measure TT, and Measure O Financial and Performance Audits.

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

I. BACKGROUND:

The financial statements include Measure TT and Measure O Bond funds. These funds were established to account for General Obligation bonds issued under the General Obligation Bond Election of November 4, 2008, for Measure "TT", and Election of November 3, 2020, for Measure O and to account for expenditures authorized by each measure.

II. STAFF ANALYSIS:

The 2022-2023 annual audit report was completed and submitted to all regulatory and reviewing agencies. The following summarizes the significant findings or issues arising from the audit that were discussed, or the subject of correspondence, with management: No finding was identified in this audit.

Attachment: Audit of Bond Funds – June 30, 2023

III. FISCAL IMPACT:

There is no fiscal impact.

Pasadena Unified School District

Board of Education Agenda:

March 14, 2024

Submitted by:

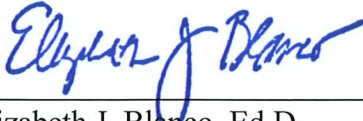

Kingsley, Udo, MBA, Interim Chief Business Officer

Funding title/code:

Title: N/A

Code: N/A

Approved:



Elizabeth J. Blanco, Ed.D.
Interim Superintendent

Originated by: Kingsley Udo, MBA, Interim Chief Business Officer

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, 2023



CPAs | CONSULTANTS | WEALTH ADVISORS

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**PASADENA UNIFIED SCHOOL DISTRICT
MEASURE TT AND MEASURE O BOND BUILDING FUNDS
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YEAR ENDED JUNE 30, 2023**

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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 Audit of the Financial Statements

Opinions

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, 2023, and the related notes to the financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Measure TT and Measure O Bond Building Funds of the District, as of June 30, 2023, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

As discussed in Note 1, the financial statements present 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, 2023 or the changes 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.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

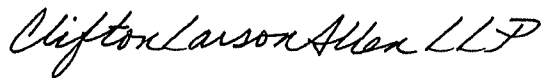
- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Board of Education and Citizen's Oversight Committee
Pasadena Unified School District

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 14, 2024 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.

A handwritten signature in black ink that reads "CliftonLarsonAllen LLP". The signature is written in a cursive, flowing style.

CliftonLarsonAllen LLP

Glendora, California
February 14, 2024

**PASADENA UNIFIED SCHOOL DISTRICT
MEASURE TT AND MEASURE O BOND BUILDING FUNDS
BALANCE SHEET
JUNE 30, 2023**

	<u>Measure TT</u>	<u>Measure O</u>
ASSETS		
Cash in County Treasury	\$ 1,603,132	\$ 27,496,090
Accounts Receivable	<u>26,011</u>	<u>142,302</u>
Total Assets	<u><u>\$ 1,629,143</u></u>	<u><u>\$ 27,638,392</u></u>
LIABILITIES AND FUND BALANCE		
LIABILITIES		
Accounts Payable	\$ 329,046	\$ 1,725,377
Total Liabilities	<u>329,046</u>	<u>1,725,377</u>
FUND BALANCE		
Restricted	1,300,097	25,913,015
Total Fund Balance	<u>1,300,097</u>	<u>25,913,015</u>
Total Liabilities and Fund Balance	<u><u>\$ 1,629,143</u></u>	<u><u>\$ 27,638,392</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, 2023**

	<u>Measure TT</u>	<u>Measure O</u>
REVENUES		
Interest and Investment Income	\$ 139,998	\$ 826,665
Total Revenues	<u>139,998</u>	<u>826,665</u>
EXPENDITURES		
Classified Personnel Salaries	66,711	32,680
Employee Benefits	35,145	17,461
Books and Supplies	171	3,000,122
Services and Other Operating Expenses	10,500	464,282
Capital Outlay	<u>1,048,104</u>	<u>13,910,403</u>
Total Expenditures	<u>1,160,631</u>	<u>17,424,948</u>
NET CHANGE IN FUND BALANCE	(1,020,633)	(16,598,283)
Fund Balance - Beginning of Year	<u>2,320,730</u>	<u>42,511,298</u>
FUND BALANCE - END OF YEAR	<u><u>\$ 1,300,097</u></u>	<u><u>\$ 25,913,015</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, 2023**

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 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 amortized 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, 2023**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Accounts Receivable

Receivables are recorded when the amount is earned and can be determined. Receivables represent interest due on amounts held with the County treasury and are considered fully collectible.

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, 2023 is measured at 95.167% 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

**PASADENA UNIFIED SCHOOL DISTRICT
MEASURE TT AND MEASURE O BOND BUILDING FUNDS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023**

NOTE 2 DEPOSITS – CASH IN COUNTY TREASURY (CONTINUED)

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.

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, 2023, the District was committed under various capital expenditure purchase agreements for Measure TT and Measure O bond projects totaling approximately \$270 thousand and \$12.9 million, respectively.

NOTE 4 SUBSEQUENT EVENT

On August 15, 2023, the District issued Election of 2020 General Obligation Bonds, Series C and Series C-1 of \$60,000,000 and \$20,000,000, respectively. The Series C Bonds were issued to finance the repair, upgrading, acquisition, construction and equipping of District sites and facilities, and to pay the costs of issuing the Series C Bonds. The Series C-1 Bonds were issued to finance the acquisition and installation of various technology projects, and to pay the costs of issuing the Series C-1 Bonds.



**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 and Citizens' Oversight Committee
Pasadena Unified School District
Pasadena, California

We have audited, in accordance with the 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, 2023, and the related notes to the financial statements which collectively comprise the District's financial statements of the Measure TT and Measure O Bond Building Funds and have issued our report thereon dated February 14, 2024.

Report on 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 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.

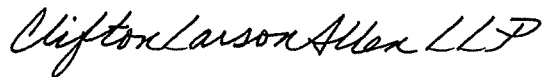
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on 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 from 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 black ink that reads "CliftonLarsonAllen LLP". The signature is written in a cursive, flowing style.

CliftonLarsonAllen LLP

Glendora, California
February 14, 2024

**PASADENA UNIFIED SCHOOL DISTRICT
MEASURE TT AND MEASURE O BOND BUILDING FUNDS
SCHEDULE OF FINDINGS AND RESPONSES
JUNE 30, 2023**

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, 2023. 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, 2022.

**PERFORMANCE AUDITS OF THE
MEASURE TT AND MEASURE O BOND PROGRAMS**



CliftonLarsonAllen LLP
CLAconnect.com

INDEPENDENT AUDITORS' REPORT ON PROPOSITION 39 COMPLIANCE REQUIREMENTS

Board of Education and 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, 2023.

We conducted this performance audit in accordance with generally accepted *Government Auditing Standards*. 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 14 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, 2023, 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

Glendora, California
February 14, 2024

**PASADENA UNIFIED SCHOOL DISTRICT
PERFORMANCE AUDIT OF
THE MEASURE TT AND MEASURE O BOND PROGRAMS
JUNE 30, 2023**

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, 2022 to June 30, 2023. 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, 2023, 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, 2023**

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, 2023. For Measure TT, our sample included transactions totaling \$509,278. This represents 44% of total expenditures of \$1,160,631. For Measure O, our sample included transactions totaling \$12,838,166. This represents 74% of total expenditures of \$17,424,948.
 - 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 \$101,856 included in the total transaction samples above, for Measure TT. This represents approximately 100% of salaries and benefits recorded to Measure TT. We tested salaries and benefits of \$50,141 included in the total transaction samples above, for Measure O. This represents approximately 76% of salaries and benefits recorded to Measure TT.
 - 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.



CLA (CliftonLarsonAllen LLP) is a network member of CLA Global. See CLAGlobal.com/disclaimer. Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.

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

Topic: APPROVAL OF AWARD FOR REQUEST FOR PROPOSALS (RFP) #14-23/24 TO ABIGAIL ELECTRIC, INC. FOR THE MARSHALL SOFTBALL FIELD RENOVATION PROJECT

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approve the award for RFP #14-23/24 to Abigail Electric, Inc. for the Marshall Softball Field Renovation Project.

Anticipated Effect on Student Outcomes: Implementation of Measure O Projects to ensure a modern, safe, and orderly environment that supports and inspires student learning.

I. BACKGROUND:

On September 22, 2022, BR 1575-F was approved to proceed with the preparation of bids and procurement for the Marshall Softball Field Renovation Project. The estimated budget for this project was \$416,000. RFP #14-23/24 was issued on January 4, 2024. Bids for this project were received on February 8, 2024.

II. STAFF ANALYSIS:

Staff reviewed the nine submitted bids. Abigail Electric, Inc. was the lowest responsible bidder. As a result of this selection, the Board is requested to approve the Award to Abigail Electric, Inc. for a total project price of \$509,612.80. This includes the base contract of \$449,612.80, and District allowance of \$60,000.

Attachments: RFP #14-23/24, Bid Sheet, Abigail Electric, Inc. Proposal, BR 1575-F

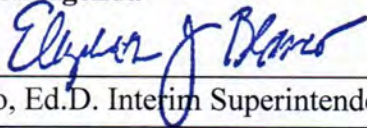
III. FISCAL IMPACT:

Funds in the amount of \$509,612.80 are available in the Measure O Capital Fund.

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

March 28, 2024

Submitted by:


Elizabeth J. Blanco, Ed.D. Interim Superintendent

Funding title/code:

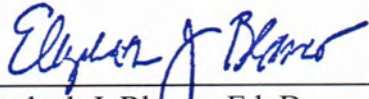
Title: Marshall Softball Field Renovation Project

Code: 21.3-97109.0-00000-85000-6270-0950000

Title: Marshall Softball Field Renovation Allowance

Code: 21.3-97109.0-00000-85000-6999-0950000

Approved:

A handwritten signature in blue ink, appearing to read "Elizabeth J. Blanco", written over a horizontal line.

Elizabeth J. Blanco, Ed. D.
Interim Superintendent

Originated by: Manuel Carrasco, Director of Facilities, Maintenance, Operations and Transportation



PASADENA UNIFIED SCHOOL DISTRICT

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

BIDDING DOCUMENTS

for

**MARSHALL FUNDAMENTAL SCHOOL
SOFTBALL FIELD RENOVATION PROJECT**

AT

**Marshall Fundamental School
990 N Allen Ave, Pasadena, CA 91104**

DSA Application No. 03-123237

Bid No. 14-23/24

PASADENA UNIFIED SCHOOL DISTRICT

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

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NOTICE INVITING BIDS
PASADENA UNIFIED SCHOOL DISTRICT

NOTICE IS HEREBY GIVEN that the Pasadena Unified School District of Los Angeles County, California, acting by and through its Governing Board, hereinafter referred to as the "Owner" or "District", will receive prior to **3:00 PM Thursday 8 February 2024** sealed bids for the award of a Contract for the following:

BID NO. 14-23/24.

Marshall Fundamental School Softball Renovation Project

All bids shall be made and presented only on the forms presented by the Owner. Bids shall be uploaded to PlanetBids. Bid Shall be opened and reviewed. The apparent lowest responsible bid will be notified. Any bids received after the time specified above or after any extensions due to material changes shall be returned unopened.

The Contract Time is 117 days.

CONTRACTOR should consult the General Conditions, Special Conditions, Supplementary Conditions, and General Requirements regarding Milestones and Liquidated Damages.

Basis of Award

A responsible bidder who submitted the lowest bid as determined by this section shall be awarded the contract, if it is awarded.

Allowances (See Section 13 of the Instructions to Bidders)

Allowances as set forth in the Bid Form are to be used as compensation for items as set forth by the District. The amounts listed in the Bid Form are to be included in the base bid and shall be listed separately. The Allowance is Controlled and Authorized by the District at its sole discretion.

Allowance for this Project Bid: \$ 60,000

Miscellaneous Information

Bid documents are available on PlanetBids.

Bids shall be received as uploads to PlanetBids and shall be opened and results posted to PlanetBids.

There will be a mandatory Pre-Bid Conference at **10:00 AM Thursday January 18, 2024**, Marshall Fundamental School 990 N Allen Ave, Pasadena, CA 91104. Any Contractor bidding on the Project who fails to attend the entire mandatory job walk and conference will be deemed a non-responsive bidder and will have its bid returned unopened.

Requests for Clarifications are Due by **4:00 PM Thursday January 25, 2023**. See "Instructions to Bidders" Section 9 Interpretation of Plans and Documents/Pre-Bid Clarification.

Each bidder shall be a licensed contractor pursuant to the California Business and Professions Code and be licensed to perform the work called for in the Contract Documents. The successful bidder must possess a valid and active Class A or B License and shall be clearly stated on the bidder's proposal.

Subcontractors shall be licensed pursuant to California law for the trades necessary to perform the Work called for in the Contract Documents.

Each bid must strictly conform with and be responsive to the Contract Documents as defined in the General Conditions.

The Owner shall award a Contract for the completion of each Bid Scope Package Project pursuant to Public Contract Code section 20118.1. Public Contract Code section 20118.1 authorizes school districts to contract with one of the three lowest responsible bidders for the procurement and/or maintenance of electronic data processing systems and supporting software in any manner the Governing Board deems appropriate including, but not limited to, negotiated procurement. Thus, the Owner may conduct post-bid discussions and negotiations with the three lowest responsible bidders and select the winning bidder or bidders based on these discussions. By submitting a bid, all bidders agree to engage in good-faith negotiations with the Owner if identified by the Owner as one of the three lowest responsible bidders and understand that a Contract may be negotiated and awarded to **ANY** of the three lowest responsible bidders who fits the needs and best interest of the Owner as solely determined by the Owner.

In accordance with California Public Contract Code Section 22300, the Owner will permit the substitution of securities for any moneys withheld by the Owner to ensure performance under the Contract.

Each bidder's bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the District; (3) a certified check made payable to the District; or (4) a bidder's bond executed by a California

admitted surety as defined in Code of Civil Procedure section 995.120, made payable to the District in the form set forth in the Contract Documents. Such bidder's security must be in an amount not less than ten percent (10%) of the maximum amount of bid as a guarantee that the bidder will enter into the proposed Contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds, insurance certificates and any other required documents. In the event of failure to enter into said Contract or provide the necessary documents, said security will be forfeited.

Prevailing wages are applicable to the Project. These per diem rates, including holiday and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes, are available from the Director of the Department of Industrial Relations. Pursuant to California Labor Code Sections 1720 et seq., it shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

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

The Contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

Separate payment and performance bonds, each in an amount equal to 100% of the total Contract amount issued by a California admitted surety as defined in California Code of Civil Procedure Section 995.120, are required, and shall be provided to the Owner prior to execution of the Contract and shall be in the form set forth in the Contract Documents.

Where applicable (including projects receiving funding under the State School Facilities Program), bidders must meet the requirements set forth in Public Contract Code Section 10115 et seq., Military and Veterans Code Section 999 et seq. and California Code of Regulations, Title 2, Section 1896.60 et seq. regarding Disabled Veteran Business Enterprise ("DVBE") Programs.

It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

PASADENA UNIFIED SCHOOL DISTRICT

INSTRUCTIONS TO BIDDERS

1. Preparation of Bid Form and Bidding Procedures. Proposals under these specifications shall be submitted on the blank forms furnished herewith including, but not limited to, the forms in the Special Conditions, at the time and place stated in the Notice Calling for Bids. Each bidder shall review and comply with all bidding instructions and requirements set forth in the Special Conditions. All blanks in the Bid Form must be appropriately filled in, and all proposed prices must be stated clearly and legibly in both words and numerals. All bids must be signed by the bidder in permanent ink and submitted in sealed envelopes, bearing on the outside, the bidder's name, address, telephone number, and California Contractor's License number, and the name of the Project for which the bid is submitted. The Owner reserves the right to reject any bid if all of the above information is not furnished. It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

2. Bid Security. Each bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the Owner; (3) a certified check made payable to the Owner; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure Section 995.120, made payable to the Owner, in the form set forth in the Contract Documents. Such bidder's security must be in an amount not less than **ten percent (10%)** of the maximum amount of such bidder's bid for all Bid Scope Packages as a guarantee that the bidder will enter into the Contract if selected by the Owner as one of the three lowest responsible bidders, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds, insurance certificates and any other required documents. In the event that a bidder is awarded the Contract and such bidder fails to enter into said Contract or provide the surety bond or bonds within five (5) calendar days after award of the Contract to bidder, said security will be forfeited.

3. Signature. The bid form, all bonds, all designations of subcontractors, the Contractor's Certificate, the Agreement, and all Guarantees must be signed in permanent ink in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

If bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from the President and one from the Secretary or Assistant Secretary. Alternatively, the signature of other authorized officers or agents may be affixed, if a certified copy of the resolution of the corporate board of directors authorizing them to do so is provided to the Owner. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal.

If bidder is a partnership, the true name of the firm shall first be set forth, together with the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a statement of partnership acknowledging the signer to be a general partner is presented to the Owner, in which case the general partner may sign.

Bids submitted as joint ventures must so state and be signed by each joint venturer.

Bids submitted by individuals must be signed by the bidder unless an up to date power-of-attorney is on file in the Owner office, in which case, said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where a fictitious name is used, it must be so indicated in the signature.

4. Modifications. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in the Owner's rejection of the bid as not being responsive to the Notice Inviting Bids. **No oral or telephonic modification of any bid submitted will be considered.**

5. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that the Owner determines that any bid is unintelligible, inconsistent, or ambiguous, the Owner may reject such bid as not being responsive to the Notice Inviting Bids.

6. Examination of Site and Contract Documents. Each bidder shall visit the site of the proposed work and become fully acquainted with the conditions relating to the construction and labor so that the facilities, difficulties, and restrictions attending the execution of the work under the Contract are fully understood. Bidders shall thoroughly examine and be familiar with the drawings, specifications and all other documents and requirements that are attached to and/or contained in the Project Manual. The failure or omission of any bidder to receive or examine any Contract Documents, Special Conditions, form, instrument, addendum, or other document or to visit the site and become acquainted with conditions there existing shall not relieve any bidder from obligations with respect to the bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section. Bidders shall not, at any time after submission of the bid, dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done.

7. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned upon demand therefor.

No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.

8. Agreements and Bonds. The Agreement form which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds which will be required to be furnished at the time of execution of the Agreement, are included in the bid documents and should be carefully examined by the bidder. The number of executed copies of the Agreement, the Performance Bond, and the Payment Bond required is two (2). Payment and Performance bonds must be executed by an admitted surety insurer as defined in Code of Civil Procedure 995.120.

9. Interpretation of Plans and Documents/Pre-Bid Clarification. If any prospective bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in, or omissions, a written request for an interpretation or correction thereof may be submitted to the Owner. The bidder submitting the request shall be responsible for its prompt delivery. **Any interpretation or correction of the Contract Documents will only be made by Addendum duly issued, and a copy of such Addendum will be made available for each contractor receiving a set of the Contract Documents.** No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation be binding on the Owner. If discrepancies on drawings, specifications or elsewhere in the Contract Documents are not covered by addenda, bidder shall include in their bid methods of construction and materials for the higher quality and complete assembly. Each request for clarification shall be submitted in writing, via email, to only the following persons:

TO: Rodrigo Amarillas, Project Manager
Spo-amaillasr@pusd.us
CC: Don Cristobal, Project Manager
Spo-cristobald@pusd.us

Each transmitted request shall contain the name of the person and/or firm filing the request, address, telephone and fax number, Specifications and/or Drawing number, and document title. Bidder is responsible for the legibility of hand written requests. Pre-bid clarification request shall be filed **4:00 PM Thursday January 25, 2024**. Requests received after that date shall not be considered or responded to. A written response to timely pre-bid clarifications requests which materially affects the bidders price will be made by Addendum issued by the Pasadena Unified School District by **4:00 PM Thursday February 1, 2024**

10. Cone of Silence and Prohibited Communication

a. Maintain the Cone of Silence. Contractors shall maintain a Cone of Silence during required times of the contracting process to ensure that the process is shielded from even the appearance of undue influence. Contractors and their Representatives risk disqualification from consideration if they engage in prohibited communication during the restricted period(s).

b. Restricted Period. During the Competitive Contracting Process to ensure a level playing field with an open and uniform competitive contracting process, Contractors and their Representatives must maintain a Cone of Silence from the time when an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Interest and Bid (RFIB), Request for Quote, Request for Qualification, or any other solicitation release is announced until the time a contract award recommendation is made public by the Board Secretariat's posting of the board report for the contract to be approved. During the time under the Cone of Silence, Contractors and their Representatives are prohibited from making any contact on any part of a proposal, negotiation, or contract with any PUSD official as this could appear to be an attempt to curry favor or influence. An "PUSD official" is broadly defined to include "any board member, employee, consultant or advisory member of PUSD" who is involved in making recommendations or decisions for PUSD.

c. Prohibited Communication. Examples of prohibited communication by Contractors and their Representatives under the Cone of Silence include, but are not limited to:

- i. Contact of PUSD Officials, including members of the department initiating a contract, or members who will serve on an evaluation team for any contract information that is not uniformly available to all other bidders, proposers or contractors;
 - ii. Contact of PUSD Officials, including Board Members and their staff, to lobby on any aspect relating to a contract matter under consideration, negotiation, protest or dispute;
 - iii. Contact of PUSD Officials in the particular department requesting a competitive contract to discuss other business or partnership opportunities.
- d. Exceptions. The following are exceptions to the Cone of Silence and Prohibited Communications:

- i. Open and uniform communications which are made as part of the procurement process such as the pre-bid or pre-proposal meetings or other exchanges of information which are given to all proposers;
 - ii. (ii) interviews or presentations to evaluation committee members which are part of the procurement process;
 - iii. (iii) clarification requests made in writing, under the terms expressly allowed for in an PUSD contracting document, to the appropriate designated contract official(s);
 - iv. (iv) negotiations with PUSD's designated negotiation team members;
 - v. (v) protests which follow the process outlined by PUSD's protest policies and procedures.
11. **Bidders Interested in More Than One Bid.** No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one prime bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or making a prime proposal.
12. **Award of Contract.** A Contract will be awarded to any one of the three (3) lowest responsive responsible bidders for any or all of the Bid Scope Packages pursuant to Public Contract Code section 20118.1 and by action of the governing Board. The Owner reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. In the event an award is made to a bidder, and such bidder fails or refuses to execute the Contract and provide the required documents within ten (10) calendar days after award of the Contract to bidder, the Owner may award the Contract to one of the remaining three lowest responsible and responsive bidders or release all bidders. **Each bid must conform and be responsive to the Contract Documents as defined in the General Conditions.**
13. **Bid Protest Procedure.** Any bidder may file a bid protest. The protest shall be filed in writing with the Owner's Director of Facilities not less than three (3) working days after the Notice of Intent to Award (NOITA) is issued and posted to PlanetBids. An e-mail address shall be provided and, by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the Protest and Protest related questions. The protest shall specify the reasons and facts upon which the protest is based.
 - a. **Resolution of Bid Controversy:** Once a bid protest is received, all interested parties will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder being protested will be given an opportunity to rebut the evidence and present evidence that such apparent low bidder should be allowed to perform the Work. If deemed appropriate by the Owner, an informal hearing will be held. Owner will issue a written decision within fifteen (15) days of receipt of the protest, unless factors beyond the Owner's reasonable control prevent such resolution. The Decision on the Bid Protest will be copied to all parties involved in the protest.
 - b. **Finality.** The decision concerning the Bid controversy will be final and not subject to any further Appeals.
 - c. Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.
14. **Allowances.** Allowances as set forth in the Bid Form are to be used as compensation for items as set forth by the District. The amounts listed in the Bid Form are to be included in the base bid and shall be listed separately. The Allowance is Controlled and Authorized by the District at its sole discretion.
15. **Alternates.** If alternate bids are called for, the Contract may be awarded at the election of the Governing Board to one of the three lowest responsible responsive bidders using the method and procedures outlined in the Notice Inviting Bids and as specified in the section entitled Alternate/Deductive Bid Alternates.
16. **Listing Subcontractors.** Each bidder shall submit with his bid, on the form furnished with the Contract Documents, a list of the names, license numbers, scopes of work, locations of the places of business, contact information, and Department of Industrial Relations ("DIR") registration numbers of each subcontractor who will perform work or labor or render service to the bidder in or about the project, or a subcontractor who under subcontract to the bidder, specially fabricates and installs a portion of the work, in an amount in excess of one-half of 1 percent of the bidder's total bid as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100, et seq.) Pursuant to Labor Code section 1725.5, all subcontractors (of any tier) performing work on this Project must be properly registered with DIR.
17. **Workers' Compensation.** In accordance with the provisions of Labor Code Section 3700, the successful bidder as the Contractor shall secure payment of compensation to all employees. The Contractor shall sign and file with the Owner the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as a part of the Bid Package.

18. Contractor's License. To perform the work required by this notice, the Contractor must possess the Contractor's License as specified in the Notice Inviting Bids, and the Contractor must maintain the license throughout the duration of the Contract. If, at the time of award of the Contract, bidder is not licensed to perform the Project in accordance with Division 3, Chapter 9, of the Business and Professions Code for the State of California and the Notice to Contractors calling for bids, such bid will not be considered and the Contractor will forfeit its bid security to the Owner.

19. Preference for Materials and Substitutions.

a. Request for Substitution. Bidder may, unless otherwise stated, offer any material, process, article, etc., which is materially equal or better in every respect to that so indicated or specified in the Contract Documents ("Specified Item") and which will completely accomplish the purpose of such Specified Item. However, any alternative item shall not be reviewed, considered or accepted/rejected by the Owner until after the bids are opened and the three lowest responsible bidders are identified. Once the three lowest bidders are identified, the Owner may consider any substitution item as part of its post-bid discussions with the three lowest responsible bidders pursuant to Public Contract Code section 20118.1. All bids will be assessed based on the prices provided by the bidders for the Specified Items. Therefore, all bidders must supply prices for the items listed in the Contract Documents even if the bidder plans to submit an alternative item in place of any of the Specified Items. Any bidder who fails to provide a price for any of the Specified items, or attempts to replace the Specified Item price with a substituted item's price, shall be deemed non-responsive.

b. If bidder desires to offer a substitution for a Specified Item, such bidder must make a request in writing on the Owner's Request for Substitution form ("Request Form") that is included in the Special Conditions and must submit the completed Request Form with the bidder's bid. The Request Form must be accompanied by evidence as to whether the proposed substitution:

1. Is equal in quality, service, and ability to the Specified Item;
2. Will entail no changes in detail, construction and scheduling of related work;
3. Will be acceptable in consideration of the required design and artistic effect;
4. Will provide no cost disadvantage to the Owner;
5. Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
6. Will require no change in the construction schedule.

The Request Form will not be reviewed, assessed or considered until the Owner opens the bids and identifies the three lowest responsible bidders. In completing the Request for Substitution Form, bidder must state with respect to each requested substitution whether bidder will agree to provide the Specified Item in the event that the Owner denies bidder's request for substitution of a Specified Item. In the event that bidder does not agree in the Request Form to provide the Specified Item and the Owner denies the requested substitution, the bidder's bid shall be considered non-responsive. In the event that bidder has agreed in the Request Form to provide the Specified Item and the Owner denies bidder's requested substitution for a Specified Item, bidder shall execute the Agreement and provide the Specified Item without any additional cost or charge to the Owner, and if bidder fails to execute the Agreement with the Specified Item(s), bidder's bid bond will be forfeited. Pursuant to Public Contract Code section 20118.1, the Owner may choose any of the three lowest responsible bidders. Thus, it is up to the sole and exclusive discretion of the Owner whether to consider any alternative items after bids are opened and the three lowest bidders are identified.

After the bids are opened, if requested by the Owner, the bidder shall provide, within five (5) calendar days of opening such bids, any and all drawings, specification, samples, performance data, calculations, and other information as may be required to assist the Architect and the Owner in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the bidder.

The Owner will make its final decision as to whether the bidder's request for substitution for any Specified Items will be granted during the post-bid discussions with the three lowest responsible bidders. The Owner shall have sole discretion in deciding as to whether a proposed request for substitution is equal to or better than a Specified Item. The Owner, at its sole discretion, shall determine if and how the substitutions are assessed, reviewed, or considered. Any request for substitution which is granted by the Owner shall be documented and processed through a Change Order. The Owner may condition its approval of any substitution upon delivery to the Owner of an extended warranty or other assurances of adequate performance of the substitution. Any and all risks of delay due to DSA, or any other governmental agency having jurisdiction shall be on the bidder. Nothing stated herein shall obligate the Owner to consider, review or accept any substituted items.

20. Disqualification of Bidders and Proposals. More than one proposal for the same Bid Scope Package from any individual, firm, partnership, corporation, or association under the same or different names will not be accepted; and reasonable grounds for believing that any bidder is interested in more than one proposal for the same Bid Scope Package will be cause for rejecting all proposals in which such bidder is interested and the bidder will forfeit their bid security to the Owner.

21. Unbalanced or Altered Bids. Proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the bidder has been omitted may be rejected. If, in the Owner's sole

discretion, it determines any pricing, costs or other information submitted by a bidder may result in an unbalanced bid, the Owner may deem such bid non-responsive. A bid may be determined by the Owner to be unbalanced if the bid is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Owner even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advanced payment.

22. Employment of Apprentices. The Contractor and all Subcontractors shall comply with the provisions of California Labor Code including, but not limited to sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices. The Contractor and any Subcontractor under him shall comply with the requirements of said sections, including applicable portions of all subsequent amendments in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code sections, for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

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

24. Wage Rates, Travel and Subsistence.

a. The Contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. Pursuant to Labor Code Sections 1770 et. seq., the Owner has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the Owner to any interested party on request and are also available from the Director of the Department of Industrial Relations. The Contractor shall obtain copies of the above-referenced prevailing wage sheets and post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

b. Any worker employed to perform work on the Project and such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

c. Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law.

d. These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the administrative office of the Owner, located as noted above and are also available from the Director of the Department of Industrial Relations. It is the Contractor's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

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

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

section 1720 et seq. at no penalty or cost to the District. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

26. Obtaining Bidding Documents. Bidding Documents, may be obtained from:

PlanetBids

Bidder shall utilize a complete set of Bidding Documents in preparing a bid. The failure or omission of bidder to receive any Bidding Document, form, instrument, Addendum, or other document shall not relieve bidder from any obligations with respect to the bid and/or Contract.

27. Addenda. Clarification or any other notice of a change in the Bidding Documents will be issued only by the Owner and only in the form of a written Addendum, transmitted by fax, e-mail, or available for pick up to all who are known by the issuing office to have received a complete set of Bidding Documents. Any other purported Addenda are void and unenforceable.

Bidder is responsible for ascertaining the disposition of all Addenda issued regardless of Owner notification and to acknowledge all Addenda in the submitted sealed bid prior to the bid opening. Copies of Addendum will be made available for inspection wherever Bidding Documents are on file for inspection. Each Addendum will be numbered, dated, and identified with the Project number. Oral statements or any instructions in any form, other than Addendum as described above, shall be void and unenforceable. Any Addendum issued by the Owner and not noted as being acknowledged by bidder as required in the Bid Form, may result in the bid being deemed non-responsive.

Checklist of Mandatory Bid Forms

(For Contractor's use and reference only. Additional documents may be required so bidders should carefully review all Contract Documents and Bid Documents)

- ☐ Bid Form
- ☐ Designation of Subcontractors
- ☐ Non-Collusion Declaration
- ☐ Bid Bond (or Bid Guarantee form if Security is other than Bid Bond)
- ☐ Substitution Request Form (if Substitutions are being requested - If Substitution Request Form is not submitted then NO Substitutions will be allowed after the bids are opened)
- ☐ Contractor's Certificate Regarding Workers Compensation
- ☐ Contractor's Certificate Regarding Drug-Free Workplace
- ☐ Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy

PROJECT NAME:	Marshall Fundamental Softball Field Improvements Project		
BID NUMBER:	14-23/24		
TO:	Rodrigo Amarillas & Don Cristobal	EMAIL:	Spo-amaillasr@pusd.us & Spo-cristobald@pusd.us _____

DATE:			
FROM:		EMAIL:	
DOCUMENT/DIVISION NUMBER:		DRAWING NUMBER:	

REQUESTED CLARIFICATION:	
RESPONSE TO CLARIFICATION:	

Marshall Fundamental Softball Field Improvements Project
Pasadena Unified School District

DESIGNATION OF SUBCONTRACTORS

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each Bidder shall set forth below for each Bid Scope Package: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor, who will perform work or labor or work or improvement to be performed under this Contract, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a Contractor fails to specify a subcontractor, or if a Contractor specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent of the Contractor's total bid, the Contractor shall be deemed to have agreed that the Contractor is fully qualified to perform that portion, and that the Contractor alone shall perform that portion.

No Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.

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

NOTE: A separate list of subcontractors must be provided for each Bid Scope Package and must specify the applicable Bid Scope Package by name in the space provided. If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such Alternate.

DESIGNATION OF SUBCONTRACTORS FORM

BID SCOPE PACKAGE NO. ____

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	<i>E-Mail & Telephone*</i>	<i>DIR Registration Number*</i>

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	<i>E-Mail & Telephone*</i>	<i>DIR Registration Number*</i>

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

Proper Name of Bidder: _____

Date: _____

Name: _____

Signature of Bidder _____

Representative: _____

Address: _____

Phone: _____

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

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

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

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

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

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

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

DATE: _____

CONTRACTOR

By: _____
Signature

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

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

DATE: _____

CONTRACTOR

By: _____
Signature

BID FORM

Marshall Fundamental Softball Field Improvements Project

Marshall Fundamental School

990 N Allen Ave, Pasadena, CA 91104

Bid No. 14-23/24

FOR

PASADENA UNIFIED SCHOOL DISTRICT

CONTRACTOR
NAME:

ADDRESS:

TELEPHONE:

() _____

EMAIL

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

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the Owner, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of:

BID NO. 14-23/24

Marshall Fundamental Softball Field Improvements Project

in the District described above, all in strict conformance with the drawings and other Contract Documents on file at the Owner Offices of said Owner for amounts set forth herein.

2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

Number	Number	Number	Number	Number	Number	Number	Number
_____	_____	_____	_____	_____	_____	_____	_____

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3. BID RESPONSE BY SCHOOL AND TOTAL INCLUDING ALLOWANCE IN WORDS AND NUMERICAL AMOUNT

a. Base Bid Marshall Fundamental Softball Field Improvements Project

_____ DOLLARS

b. Allowance

Sixty Thousand Dollars

\$60,000

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

(Total of items a and b above)

_____ DOLLARS

(\$ _____)

4. Allowances: Allowances as set forth above are to be used as compensation for items as set forth by the District. The amounts listed are to be included in the base bid and shall be listed separately.

5. TIME FOR COMPLETION: The Owner may give a notice to proceed within ninety (90) days of the award of the bid by the Owner. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Special Conditions or as otherwise set forth in the Agreement awarded after bids are opened. By submitting this bid, Contractor has thoroughly studied the Bid Scope Packages and agrees that the Contract Time is adequate for the timely and proper completion of the Bid Scope Packages. Further, Contractor has included in the analysis of the time required for the completion of the Work in Bid Scope Packages, the requisite time to complete the Punch List.

In the event that the Owner desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the Owner. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

It is understood that the Owner reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

6. Attached is bid security in the amount of not less than ten percent (10%) of the bid for all Bid Scope Packages:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

7. The required List(s) of Designated Subcontractors are attached hereto.

8. The required Non-Collusion Declaration is attached hereto.

9. The Request for Substitution Form(s), if applicable, are attached hereto.

10. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the Owner a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the Owner the Performance Bond and Payment Bond, all within five (5) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the Owner's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents or as otherwise set forth in the Agreement awarded after bids are opened.

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

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

12. PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

13. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number:

License Expiration Date:

Name on License:

Class of License:

DIR Registration Number:

If the bidder is a joint venture, each member of the joint venture must include the above information.

14. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom a Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the Owner may declare the bidder's bid deposit or bond forfeited as damages.

15. The bidder declares that he/she has carefully examined the location(s) of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions, Special Conditions, Addenda, Specifications, and all other documents contained in the Project Manual, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

I agree to receive service of notices at the e-mail address listed below.

I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Proper Name of Company

Name of Bidder Representative

Street Address

City, State, and Zip

()

Phone Number

E-Mail

By: _____ Date: _____
Signature of Bidder Representative

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

All signatures must be made in permanent blue ink.

(INTENTIONALLY LEFT BLANK)

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION FORM**

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

Labor Code Section 3700 in relevant part provides:

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

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public Owner, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

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

(Signature)

(Print)

(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

NON-COLLUSION DECLARATION

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company], the party making the foregoing bid.

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

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

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

Signed: _____

Typed Name: _____

BID GUARANTEE FORM
(Use and submit only when not using a Bid Bond)

Accompanying this proposal is a cashier's check payable to the order of the Pasadena Unified School District or a certified check payable to the order of the Pasadena Unified School District in an amount equal to ten percent (10%) of the base bid for all Bid Scope Packages and alternates (\$_____).

The proceeds of this check shall become the property of said Owner, if, this proposal shall be accepted by the Owner through the Owner's Governing Board, and the undersigned fails to execute a Contract with and furnish the sureties required by the Owner within the required time; otherwise, said check is to be returned to the undersigned.

Bidder

Note: Use this form, in lieu of Bid Bond form, when a cashier's check or certified check is accompanying the bid

BID BOND FORM

Name of Principal _____

Address _____

City of _____, State of _____

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

Address _____

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

THE CONDITION OF THE OBLIGATION OF THIS BOND IS THAT THE PRINCIPAL has submitted the accompanying bid dated _____, 20__ for:

Bid Number14-23/24 - Marshall Fundamental Softball Field Improvements Project

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

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

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

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above-named on the ____ day of _____, 20____.

Principal

(Corporate Seal)

BY _____

(Typed or Printed Name)

(Title)

Surety

(Corporate Seal)

BY _____

Address: _____

(Typed or Printed Name)

City, State, Zip: _____

Phone Number: _____

(Title)

E-Mail: _____

(Attach Attorney-In-Fact Certificate)

CUPCCA Bid Number* - *Bid Name

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

AGREEMENT FORM

THIS AGREEMENT, entered into this ____ day of _____, 20__ in the County of Los Angeles of the State of California, by and between the Pasadena Unified School District, hereinafter called the "Owner" or the "District", and _____, hereinafter called the "Contractor".

WITNESSETH that the Owner and the Contractor for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with *Marshall Fundamental Softball Field Improvements Project* Bid No. 14-23/24 (the "Project") in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The Owner may give notice to proceed within ninety (90) days of the award of the bid by the Owner. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion (See Article 1.1.46) of the Work within One Hundred seventeen (117) calendar days from receipt of the Notice to Proceed. This shall be called Contract Time. (See Article 8.1.1). It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project is adequate for the timely and proper completion of the Project within the Contract time.

In the event that the Owner desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the Owner. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the Owner's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the Owner within ten (10) days after receipt by the Contractor of the Owner's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the Owner, the Owner shall only be obligated to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the Owner shall have the authority to award the Contract to one of the remaining three lowest responsible bidders pursuant to Public Contract Code section 20118.1.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the Owner the sum of Two Hundred Fifty Dollars (\$250) per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the Owner may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions). This Article shall not be construed as preventing the Owner from the recovery of damages (actual or other) under the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of _____ DOLLARS (\$ _____), said sum being the total amount stipulated between the Owner and Contractor, pursuant to the terms and conditions of the Contract Documents, for the completion of the Scope of Work set forth in Article I above. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the Owner, subject to the monetary limitations set forth in Public Contract Code Section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the Owner and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, Owner, Architect, Construction Manager, Inspector, the State of California and their officers,

employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the Owner, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required 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 herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice Inviting Bids
Instructions to Bidders
Designation of Subcontractors
Non-Collusion Declaration
Bid Bond
Bid Form
Contractor's Certificate Regarding Worker's Compensation
Agreement Form
Payment Bond
Performance Bond
Guarantee
Escrow Agreement for Security Deposit In Lieu of Retention
Workers' Compensation/Employers Liability Endorsement
General Liability Endorsement
Automobile Liability Endorsement
General Conditions
Supplementary and Special Conditions
Specifications
All Addenda as Issued
Drawings/Plans
Requirements, Reports and/or Documents in the Project Manual or Other Documents Issued to Bidders

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the Owner and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

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

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code Section 8546.7 (and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the Owner and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

ARTICLE 10 - CONTRACTOR'S LICENSE: The Contractor must possess throughout the Project a Class _____ Contractor's License, issued by the State of California, which must be current and in good standing.

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

DISTRICT:

CONTRACTOR:

Typed or Printed Name

Typed or Printed Name

Title

Title

Signature

Signature

Dated: _____

Type or Printed Name

Title (Authorized Officers or Agents)

Signature

(CORPORATE SEAL)

PAYMENT BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the PASADENA UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 9550;

NOW, THEREFORE, We, _____, the undersigned Contractor, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the PASADENA UNIFIED SCHOOL DISTRICT and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ Dollars (\$ _____), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any

person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for
service for service of process in California)

Telephone: _____

Telephone: _____

STATE OF CALIFORNIA)

) ss.

COUNTY OF)

On _____ before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

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

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the PASADENA UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the PASADENA UNIFIED SCHOOL DISTRICT in the sum of _____ Dollars (\$ _____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Oblige to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Oblige as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Oblige's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Oblige of the lowest responsible bidder, arrange for a contract between such bidder and the Oblige and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract Price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Oblige under the Contract and any modifications thereto, less the amount previously paid by the Oblige to the Principal, less any withholdings by the Oblige allowed under the Contract. Oblige shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Oblige may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Oblige, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Oblige and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Oblige is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Oblige's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Oblige and judgment is recovered, the Surety shall pay all costs incurred by the Oblige in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 20__.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$_____ (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for
service for service of process in California)

Telephone: _____

Telephone: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

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

WITNESS my hand and official seal.

(SEAL)

Notary Public in and for said State

Commission expires: _____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

GUARANTEE

Guarantee for _____. We hereby guarantee that the _____, which we have installed in _____ has been done in accordance with the Contract Documents, including without limitation, the drawings and specifications, and that the work as installed will fulfill the requirements included in the bid documents. The undersigned and its surety agrees to repair or replace any or all such work, together with any other adjacent work, which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of one year from the date of the Notice of Completion of the above-mentioned structure by the Pasadena Unified School District, ordinary wear and tear and unusual abuse or neglect excepted.

In the event the undersigned or its surety fails to comply with the above-mentioned conditions within a reasonable period of time, as determined by the Owner, but not later than ten (10) days after being notified in writing by the Owner or within forty-eight (48) hours in the case of an emergency or urgent matter, the undersigned and its surety authorizes the Owner to proceed to have said defects repaired and made good at the expense of the undersigned and its surety, who will pay the costs and charges therefor upon demand. The undersigned and its surety shall be jointly and severally liable for any costs arising from the Owner's enforcement of this Guarantee.

Countersigned

(Proper Name)

(Proper Name)

By: _____

By: _____

(Signature of Subcontract or Contractor)

(Signature of General Contractor if for Subcontractor)

Representatives to be contacted for service:

Name: _____

Address: _____

Phone Number: _____

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between the Pasadena Unified School District, _____, _____, California _____, hereinafter called "Owner", and _____ whose address is _____, hereinafter called "Contractor", and _____ whose address is _____, hereinafter called "Escrow Agent".

For the consideration hereinafter set forth, the Owner, Contractor and Escrow Agent agree as follows:

1. Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for Retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for _____ in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the Retention earnings directly to the escrow agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as Retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of the Owner, and shall designate the Contractor as beneficial owner.
2. The Owner shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
3. When the Owner makes payments of Retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.
5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days' written notice to the Escrow Agent from the Owner of the notice of default under Article 2.2, Article 9.6 or Article 14, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.
8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees

and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payment of fees and charges.

9. Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

On behalf of Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date set forth above.

OWNER

CONTRACTOR

Title

Title

Name

Name

Signature

Signature

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

_____ certifies that it has performed one of the following:

[Name of contractor/consultant]

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

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

OR

- ☐ Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:
- ☐ 1. The installation of a physical barrier at the worksite to limit contact with pupils.
 - ☐ 2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

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

Date _____, 20____

[Name of Contractor/Consultant]

By its: _____

ATTACHMENT A:

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

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

GENERAL CONDITIONS

ARTICLE 1 DEFINITIONS

1.1 BASIC DEFINITIONS

NOTE: The following shall not be construed as a comprehensive list of all definitions in the Contract Documents and there may be other definitions set forth in the Contract Documents. Additionally, any references to any DSA forms, documents or requirements shall be construed to incorporate any updates, supplements, or additions. The Contractor shall be required to meet the latest DSA requirements applicable to the Project.

1.1.1 Action of the Governing Board is a vote of a majority of the Owner's Governing Board.

1.1.2 Approval means written authorization through action of the Governing Board.

1.1.3 Architect means the architect, engineer, or other design professional engaged by the Owner to design and perform general observation of the work of construction and interpret the Drawings and Specifications for the Project. Also see Article 4.

1.1.4 As-Builts are a set of Plans and Specifications maintained by the Contractor clearly showing all changes, revisions, substitutions, field changes, final locations, and other significant features of the Project. The As-Builts shall be maintained continuously throughout the Work for the Project and is both a prerequisite to the issuance of Pay Application and a requirement for Contract Close-Out. See Article 3.17

1.1.5 Beneficial Occupancy is the point in time when a building or buildings are fit for occupancy is fit for occupancy and its intended use. Basic requirements are the building is safe, at or near Substantial Completion, and all life safety is operational. The fact that a building is occupied does not mean that the building is ready for Beneficial Occupancy if there are elements that are unsafe or if life safety items are not operational. Taking occupancy on a structure that is under a fire watch is not considered beneficial occupancy. Further, taking of Beneficial Occupancy is not a point in time when retention is due unless the entire school has obtained a Certificate of Substantial Completion that meets the definition of 1.1.46.

1.1.6 Claims. A Claim is a request for payment, supported by back-up documentation which includes, invoices time sheets, or other documents substantiating legitimacy or entitlement that is submitted during the Project or immediately following the Project made prior to the Final Retention Payment Application and prior to Final Completion of the Project. A "Claim" means a separate demand by the Contractor for (1) time extension, (2) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (3) and amount the payment of which is disputed by the Owner. See Article 4.6.

1.1.7 Change Order (CO). A CO is a written instrument prepared by the Architect and signed by the Owner (as authorized by the Owner's Governing Board), the Contractor, and the Architect, stating their agreement upon (1) A description of a change in the Work, (2) The amount of the adjustment in the Contract Sum, if any; and (3) The extent of the adjustment in the Contract Time, if any. See Article 7.2.

1.1.8 Change Order Request (COR). A COR is a written request supported by backup documentation prepared by the Contractor requesting that the Owner and the Architect issue a CO based

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upon a proposed change, or a change that results in an adjustment in cost, time or both, or arising from an RFP, CCD or ICD. (See Article 7.6)

1.1.9 Close-Out means the process for Final Completion of the Project, but also includes the requirements for the DSA Certification that the Project is Complete (See DSA Certification Guide). See Article 9.9.

1.1.10 Construction Change Document (CCD). A Construction Change Document is a DSA term that is utilized to address changes to the DSA approved Plans and Specifications. There are two types of Construction Change Documents. (1) DSA approved CCD Category A (DSA Form 140) for work affecting Structural, Access or Fire-Life Safety of the Project which will require a DSA approval; and, (2) CCD Category B (DSA Form 141) for work NOT affecting Structural Safety, Access Compliance or Fire and Life Safety that will not require a DSA approval (except to confirm that no Approval is required). See Article 7.3.

1.1.11 Complete means that all Work in the Contract Documents is finished, the requirements of the Contract Documents have been met, the Project has been Closed Out, and all Work has ceased on the Project. This may also be referred to as Final Completion. In most cases, the recording of a Notice of Completion shall represent Completion of the Project. Beneficial Occupancy does not mean the Work is Complete.

1.1.12 Completion Date is the date when all Work for the Project shall be Substantially Complete and is the date assigned at the end of the Contract Time for the Project. See Article 1.1.46.

1.1.13 Construction Manager. The Construction Manager is a consultant to the Owner contracted to assist in Project planning, management and construction of the Project. If there is a Construction Manager, they may assist in various aspects of the Project including, but not limited to Monitoring the progress of the construction, reviewing and monitoring the schedule, progress of work, monitoring pay requests, facilitating communications, advising the Owner and its Board of Education on various aspects of the construction process, monitoring the RFI, COR, CCD, ICD, RFP, Claims, Disputes and other Project related processes.

1.1.14 Contract or Agreement when the terms are used in these General Conditions shall be references to the Contract Documents as defined herein.

1.1.15 Contract Documents (sometimes referred to as Construction Documents) consist of the Agreement between Owner and Contractor (hereinafter the Agreement or Contract), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to bid, instructions to bidders, notice to bidders, and the requirements contained in the Bid Documents, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is a written amendment to the Contract signed by parties, a Change Order, a Construction Change Document, or a written order for a minor change in the Work issued by the Architect. The Contract Documents collectively form the Contract. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Architect and Contractor, between the Owner and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance

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and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

1.1.16 Contract Time is the time period specified in the Contract Documents in which the Project shall be completed. This is sometimes referred to a Contract Duration, or "time in which the Contractor has to complete the Project". See Article 8.1.1

1.1.17 Contractor, Owner, and Architect are those mentioned as such in the Agreement. They are treated throughout the Contract Documents as if they are of singular number and neuter gender. Any reference to "Owner" shall mean "District" or Pasadena Unified School District.

1.1.18 Cure is the act of remedying a material failure to perform under the terms of the Contract Documents during the time provided to correct Contractor's Default. Specific time periods are provided to Cure and Correct a Contractor Default under Article 14 and for a Partial Default under Article 2.2 as well as elsewhere in the Contract Documents.

1.1.19 Days means calendar days unless otherwise specifically stated.

1.1.20 Default is a material breach of Contract. A Termination for Cause under Article 14 is a declaration of Default of the Contract and shall act as a demand upon the Surety to perform under the terms of the Performance Bond. Partial Defaults may also be tendered to the Surety at Owner's discretion. See Article 2.2.

1.1.21 Dispute. A dispute is a disagreement on terms or conditions of the Project where the Contractor's opinion of the Project, Payment, Change Order or Request for Proposal differs from that of the Owner or Architect. A dispute only rises to the level of a claim once the dispute is assembled with back-up documentation and presented for evaluation. See Article 4.6

1.1.22 District/Owner Representative is the person designated by the Owner to represent the Owner during the Construction for the Project. This Owner representative shall have the delegated authority. This Owner representative may be an employee of the Owner, and may also include Construction Managers who shall have the authorities as set forth in Article 1.1.13. In some cases, the Owner and its Board may be assisted by a Construction Manager. When a Construction Manager is assisting the Owner, the Contractor, Architect, and Inspector shall have a primary contact with the Owner's Construction Manager who will advise the Owner.

1.1.23 Drawings or Plans are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect. Sometimes Drawings will also be included in Addenda, Change Orders, and Specifications.

1.1.24 DSA is the Division of State Architect. DSA is the agency that provides design and construction oversight for K-12 Schools, Community Colleges, and State Funded Charter School Projects. DSA is the responsible agency for this Project and Contractor has submitted a bid for the Project since Contractor is familiar with Contractor's responsibilities under the DSA requirements more thoroughly set forth at Title 24 of the California Code of Regulations. Contractor agrees to abide by the jurisdiction of DSA and shall construct the Project to conform with the approved Plans, Specifications, Addenda, and

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Change Orders (inclusive of approved CCD's and ICD's issued by the Owner pending CCD approval). The DSA website is at <http://www.dgs.ca.gov/dsa>.

1.1.25 Emergency shall be defined as a sudden, unexpected occurrence, involving a clear and imminent threat to the continuation of school classes, a critical path delay that will result in not being able to occupy the school when students arrive to use the facility, danger from the facility or from outside the facility, Act of God, or other action which requires immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services.

1.1.26 [Reserved]

1.1.27 Immediate Change Directive. (ICD) A written order prepared by the Architect and signed by the Owner and the Architect, directing a change in the Work where the Work must proceed immediately and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. See Article 7.3

1.1.28 Inspector of Record (IOR) or Project Inspector (PI) is the individual retained by the Owner in accordance with Title 24 of the California Code of Regulations and who will be assigned to the Project

1.1.29 Notice of Non-Compliance (DSA Form 154) is a document issued by the Inspector if there is a deviation from the DSA approved Plans, Specifications, and Change Orders. See Article 7.1.2.

1.1.30 Payment Application, Pay Application or Certificate of Payment is the Contractor's certified representation of the actual level of Work performed on the Project. Payment Applications are sometimes also called "Certificate of Payment", "Request for Payment", or similar terms, and shall follow the Schedule of Values that are approved by the Architect, Inspector and Owner. See Article 9.3.

1.1.31 The Project is the complete construction of the Work identified in Article I of the Agreement between Owner and Contractor and which is performed in accordance with the Contract Documents.

1.1.32 The Project Manual is the volume assembled for the Work which may include, without limitation, the bidding requirements, sample forms, Conditions of the Contract, Reports and Specifications.

1.1.33 Provide shall include "provide complete in place," that is "furnish and install complete."

1.1.34 Punch List/ Punch Item/ Incomplete Punch Item is a list of minor repair items, prepared after the issuance of a Certificate of Substantial Completion, by the Inspector and Architect of Work required in order to complete the Contract Documents and ensure compliance with the DSA Approved Plans so the Project may be Closed Out. Issuance of the Retention Payment is dependent of the proper completion of the Punch List. See Article 9.9.

1.1.34.1 *Contractor's List of Punch Items* is a list of minor repair items the Contractor submits when the Contractor considers the Work Substantially Complete. Submission of this List of Incomplete Punch Items is the Contractor's representation that the Project is Substantially Complete. See Article 9.9.1

1.1.35 A Request for Information (RFI) is a written request prepared by the Contractor requesting the Architect to provide additional information necessary to clarify or amplify an item which the

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Contractor believes is not clearly shown or called for in the Drawings or Specifications, or to address problems which have arisen under field conditions. See Article 7.4.

1.1.36 A Request for Proposal (RFP) is a written request prepared by the Architect (and/or CM) requesting the Contractor to submit to an estimate of the effect of a proposed change on the Contract Price and (if applicable) the Contract Time. See Article 7.5.

1.1.37 Safety Orders are those issued by any city, county, state or federal agency having jurisdiction over the Project.

1.1.38 Schedule is the Contractor's view of the practical way in which the Work will be accomplished. See. Article 8 of the General Conditions.

1.1.39 Schedule of Values is a detailed breakdown of the Contract Price for each Project, building, Phase of Work or Site as determined by the Owner. This Schedule of Values shall adequately detail the price for the Work so Progress Payments Applications can be meaningfully reviewed by the Inspector, Architect of Record, Engineer of Record, and Owner. (See Article 9.2)

1.1.40 Separate Contracts are Contracts that the Owner may have with other Contractors, vendors, suppliers, or entities to perform Work on the Project. This may include, but is not limited to Multi-Prime Trade Contractors, furniture installers, testing agencies, clean-up contractors, or network or low voltage contractors. Contractor shall plan for certain other contractors that may also be working on the Project site and address these other contractors in Contractor's Schedule. See Article 6.

1.1.41 Site refers to the grounds of the Project as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work.

1.1.42 Specifications are that portion of the Contract Documents consisting of the written requirements for material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.

1.1.43 Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these Specifications within limits specified. Federal, state and local regulations are incorporated into the Contract Documents by reference.

1.1.44 Stop Work Order, or an Order to Comply, is issued when either (1) the Work proceeds without DSA approval; (2) the Work proceeds without a DSA Inspector of Record, or (3) where DSA determines that the Work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the Work in the affected area shall cease until DSA withdraws the Stop Work Order. Pursuant to Education Code Section 17307.5(b) and Education Code Section 81133.5, the Owner shall not be held liable in any action filed against the Owner for any delays caused by compliance with the Stop Work Order.

1.1.45 Subcontractor, as used herein, includes those having direct or indirect contracts with Contractor and ones who furnished labor, material or services for a special design according to Plans, Drawings, and Specifications of this Work.

1.1.46 Substantial Completion is not reached unless and until each of the following three (3) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and Incomplete Punch Items (See Article 9.9.1.1); (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card, all building systems

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including mechanical, electrical and plumbing are all functioning; and (3) the Project is fit for occupancy and its intended use. For the purposes of this Contract, any references to Completion Date means Substantial Completion Date.

1.1.47 Substitution is a change in product, material, equipment, or method of construction from those required by the Construction Documents proposed by the Contractor. For this Project, a Substitution is subject to the filing of a Construction Substitution Request Form at the time of bid and meeting the requirements of Article 3.10.

1.1.48 Supplementary Conditions/ Supplementary General Conditions or Special Conditions are terms that are sometimes used interchangeably and refer to any additional requirements or changes to the General Conditions as noted. In this set of General Conditions, the term used shall be Supplementary Conditions. However, Specifications or other documents may reference Special Conditions, which shall mean the same and Supplementary Conditions.

1.1.49 Surety is the person, firm, or corporation that executes as a bid bond, payment bond or performance bond guarantor on the Contractor's Bid, Contractor's Performance on the Contract and Payment of the Contractor's Subcontractors, material suppliers, vendors and labor on the Project. The Surety is bound to the same extent as the Contractor is bound once a Default occurs. A default includes a Termination for Substantial Failure to Perform under Article 14, but also includes any breach of Contract and is subject to the requirements and responsibilities as set forth in the Performance Bond.

1.1.50 Work shall include all labor, materials, services and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents. It shall include the initial obligation of any Contractor or Subcontractor who performs any portion of the Work, to visit the Site of the proposed Work (a continuing obligation after the commencement of the Work), to fully acquaint and familiarize itself with the conditions as they exist and the character of the operations to be carried out under the Contract Documents, and make such investigation as it may see fit so that it shall fully understand the facilities, physical conditions, and restrictions attending the Work under the Contract Documents. Each Contractor and its Subcontractors shall also thoroughly examine and become familiar with the Drawings, Specifications, and associated Contract Documents and bid documents before preparing and submitting any bid.

1.1.51 Workers include laborers, workers, and mechanics.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 Correlation and Intent

1.2.1.1 *Documents Complementary and Inclusive.* The Contract Documents are complementary and are intended to include all items required for the proper execution and completion of the Work. All Contract Documents form the Contractor's Contract with the Owner. Any item of Work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by Contractor as if shown or mentioned in both. The Contractor is bound to provide the Work complete and is under a legal duty to carefully study plans and schedule operations well ahead of time and identify inconsistencies with the Plans and Specifications and call such inconsistencies to the attention of the Architect or Registered Engineer through the Inspector under Article 4-343(b) of Title 24.

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1.2.1.2 *Work to be Complete.* Contractor has thoroughly studied the Contract Documents and understands that the Owner contracted with Contractor to provide a complete Project which means complete systems and buildings. Work includes, but is not limited to materials, workmanship, and manufacture of fabrication of components for the Project.

1.2.1.3 *Coverage of the Drawings and Specifications.* The Drawings and Specifications generally describe the Work to be performed by Contractor. Generally, the Specifications describe Work which cannot be readily indicated on the Drawings and indicate types, qualities, and methods of installation of the various materials and equipment required for the Work. It is not intended to mention every item of Work in the Specifications, which can be adequately shown on the Drawings, or to show on the Drawings all items of Work described or required by the Specifications even if they are of such nature that they could have been shown. All materials or labor for Work, which is shown on either the Drawings or the Specifications (or is reasonably inferable therefrom as being necessary to complete the Work), shall be provided by the Contractor.

1.2.1.4 *Conflicts.* In the event there is a discrepancy between the various Contract Documents, it is intended that the more stringent, higher quality, and greater quantity of Work shall apply.

1.2.1.5 *Conformance with Laws.* Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, even if through mistake or otherwise any such provision is not inserted, or is not correctly inserted.

Before commencing any portion of the Work, Contractor shall check and review the Drawings and Specifications for such portion for conformance and compliance with all laws, ordinances, codes, rules and regulations of all governmental authorities and public and municipal utilities affecting the construction. (See Title 24 Section 4-343)

The Contractor shall bear all expenses of correcting Work done contrary to said laws, ordinances, rules, and regulations if the Contractor performed same (1) without first consulting the Architect for further instructions regarding said Work or (2) disregarded the Architect's instructions regarding said Work.

1.2.1.6 *[Reserved]*

1.2.1.7 *Typical Parts and Sections.* Whenever typical parts or sections of the Work are completely detailed on the Drawings, and other parts or sections which are of the same construction are shown in outline only, the complete or more detailed shall apply to the Work which is shown in outline.

1.2.1.8 *Dimensions.* Dimensions of Work shall not be determined by scale or rule. Figured dimensions shall be followed at all times. If figured dimensions are lacking on Drawings, Architect shall supply them on request. The Architect's decisions on matters relating to aesthetic effect will be final.

1.2.2 Addenda and Deferred Approvals

1.2.2.1 *Addenda* are the changes in Specifications, Drawings, Contract Documents, and Plans which have been authorized in writing by the Owner or Architect, and which alter, explain, or clarify the Contract Documents. Addenda shall govern over all other Contract Documents. Subsequent addenda issued shall govern over prior addenda unless otherwise specified in the addenda.

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1.2.2.2 *Deferred Approvals.* Deferred Approvals are Submittals that are reviewed by the Architect (or Engineer of Record) and submitted to DSA for approval based on thorough detailing of manufacturer and Project specific design. See Article 3.9.1 and 3.9.3. Contractor is responsible for all Deferred Approval requirements set forth in the Contract Documents. Contractor is responsible to comply with all laws, building codes, Title 24 and regulations necessary to obtain all necessary approvals, including those required from the Division of the State Architect (“DSA”) and the State Fire Marshall. Contractor shall not be granted an extension of time for failure to plan, schedule for and obtain necessary approvals. Contractor shall Schedule all deferred approval items in the Baseline Schedule and Schedule Updates under Article 3.9.6

1.2.2.3 [Reserved]

1.2.3 Rules of Document Interpretation

1.2.3.1 If Contractor observes that Drawings and Specifications are in conflict, Contractor shall, prior to commencing work, notify the Architect in writing for the purposes of obtaining an interpretation of the Contact Documents.

1.2.3.2 In the case of conflict or inconsistencies, the order of precedence shall be as follows:

- a. General Conditions take precedence over Drawings and Specifications.
- b. Supplemental Conditions and Special Conditions take precedence over General Conditions.
- c. The Agreement Form shall take precedence over the Supplemental Conditions and Special Conditions.
- d. In the case of disagreement or conflict between or within Specifications, and Drawings, the more stringent, higher quality, and greater quantity of Work shall apply.
- e. Addenda shall take precedence over Drawings and Specifications.
- f. General Conditions shall take precedence over Addenda.
- g. Drawings and Specifications take precedence over the Soils Report.

1.3 OWNERSHIP AND USE OF ARCHITECT’S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

The Drawings, Specifications, and other Contract Documents for the Project are the property of the Owner and/or Architect pursuant Contract requirements between the Owner and Architect. Neither the Contractor nor any Subcontractor, or material or equipment supplier shall own or claim a Copyright in the Drawings, Specifications, and other documents prepared by the Architect and/or Owner.

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1.4 INFORMATION AND SERVICES REQUIRED OF THE OWNER

1.4.1 Utilities

1.4.1.1 *Location of Point of Connection.* The locations shown for the point of connection are approximate. It shall be the responsibility of the Contractor to determine the exact location of all service connections.

1.4.1.2 *Regional Notification Center.* Contractor, except in an emergency, shall contact the appropriate regional notification center at least two (2) working days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the Owner, and obtain an inquiry identification number from that notification center. See Government Code Section 4216.3. No excavation shall be commenced and carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the Owner has been given the identification number by the Contractor. Any damages arising from failure to make appropriate regional notification shall be at the sole risk of Contractor. Contractor shall solely be responsible for any fines, penalties or damages for violation of this Article and Government Code Section 4216.6 or 4216.7. Any delays caused by failure to make appropriate regional notification shall be at the sole risk of Contractor and shall not be considered for extension of time pursuant to Paragraph 8.4.

1.4.1.3 *Utilities - Removal and Restoration.* The Owner has endeavored to determine the existence of utilities at the Site of the Work from the records of the Owner of known utilities in the vicinity of the Work. The positions of these utilities as derived from such records are shown in the Contract Documents. Thus, the locations of the Main or Trunklines located on the Drawings are approximate locations and not exact.

No excavations were made to verify the locations shown for underground utilities.

Contractor shall coordinate its Work with all utilities, including, but not limited to electricity, water, gas and telephone and meet with said utilities prior to the start of any work. Contractor shall show timing of all utility coordination activities under the Scheduling requirements of Article 8.

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ARTICLE 2 OWNER

2.1 [Reserved]

2.2 OWNER'S RIGHT TO CARRY OUT THE WORK DUE TO PARTIAL DEFAULT IN A SPECIFIC SEGREGATED AREA OF WORK (TWO (2) BUSINESS DAY NOTICE TO CURE AND CORRECT)

If the Contractor Defaults or neglects to carry out the Work in accordance with the Contract Documents, the Owner may provide a two (2) business day written notice to cure (a shorter period of time in the case of Emergency or a critical path delay as defined in Article 2.2.1) Contractor's Partial Default in a specific segregated area of work. The Owner's right to issue a Partial Default of the Contractor's Work and take over that segregated area of Work includes, but is not limited to:

1. Failure to supply adequate workers on the entire Project or any part thereof;
2. Failure to supply a sufficient quantity of materials;
3. Failure to perform any provision of this Contract;
4. Failure to comply with safety requirements, or due to Contractor is creation of an unsafe condition;
5. Cases of bona fide emergency;
6. Failure to order materials in a timely manner;
7. Failure to prepare deferred-approval items or Shop Drawings in a timely manner;
8. Failure to comply with Contractor's Baseline or Update Schedule, meet critical Milestones which would result in a Delay to the Critical Path, or Delay the Contract Time;
9. Failure to comply with the Subletting and Subcontracting Fair Practices, Public Contract Code section 4100, et seq.
10. Failure to meet the requirements of the American's with Disabilities Act;
11. Failure to complete Punch List work;
12. Failure to proceed on an Immediate Change Directive; and/or
13. Failure to correct a Notice of Deviation.

If during the two (2) business day period, the Contractor fails to Cure and correct the deficiency noted in the notice of Partial Default with diligence and promptness, the Owner may correct such deficiencies without prejudice to other remedies the Owner may have, including a Termination for Cause as set forth in Article 14. If there are inadequate funds remaining the Project balance or in the Retention Escrow to address at least 150% of the costs set forth in the Article 2.2 notice, the Owner may copy the Surety on the written notice of Partial Default. If a notice to the Surety is provided, except in the cases of Emergency or Critical Path Delay, the Surety has the option to take over and complete the Work described

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in the written notice if Surety personally delivers notice to Owner that it intends to perform such work. In the case where written notice has been provided, the Owner shall allow Surety seven (7) days to perform the Work.

2.2.1 Service of Notice of Partial Default with Right to Cure

A written notice of Partial Default and right to Cure under Article 2.2 (“Article 2.2 Notice” or “Notice of Partial Default”) shall be served by facsimile (with a copy provided by e-mail to the e-mail address provided on the Bid submitted and copied to the Project Superintendent).

2.2.2 Shortened Time for Partial Default in the Case of Emergencies.

In an Emergency situation, the Owner may correct any of the deficiencies described in Article 2.2 without prejudice to other remedies by providing service of written notice of Emergency requiring a shortened time for Partial Default specifying the time given to Cure, if any.

2.2.3 Shortened Time for Partial Default in the Case of Critical Path Delay

In the case of critical path delay, the Owner may correct any of the deficiencies described in Article 2.2 without prejudice to other remedies providing service of written notice of Critical Path Delay to the Contractor with a specific description of the critical path delay items noting the line item or area of Work that is on the Critical Path and prescribe the length of shortened time to Cure, if any.

2.2.4 Written Notice of Partial Default to be Deducted by Deductive Change Order

The Owner shall have the right to determine the reasonable value of the Article 2.2 Partial Default Work, or if there is an actual value for the Work, shall use that value and issue a Deductive Change Orders under Article 7.7.4.

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ARTICLE 3 THE CONTRACTOR

3.1 SUPERVISION AND CONSTRUCTION PROCEDURES

3.1.1 Contractor

The Contractor shall continually supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures; and shall coordinate all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. The Contractor shall not perform the Work without utilizing the Contract Documents or, where required, approved Submittals, Shop Drawings, or Samples for any such portion of the Work. If any of the Work is performed by contractors retained directly by the Owner, Contractor shall be responsible for the coordination and sequencing of the work of those other contractors so as to avoid any impact on the Project Schedule pursuant to the requirements of Article 6 and Article 8. Specific duties of the Contractor shall include those set out in Section 43 of Title 21 of the California Code of Regulations and Section 4-343 of Title 24 of the California Code of Regulations. These duties include, but are not limited to the following:

1. *Responsibilities.* It is the duty of the Contractor to complete the Work covered by his or her Contract in accordance with the approved Plans and Specifications. The Contractor in no way is relieved of any responsibility by the activities of the Architect, Engineer, Inspector or DSA in the performance of their duties.
2. *Performance of the Work.* The Contractor shall carefully study the approved Plans and Specifications and shall plan its schedule of operations well ahead of time. If at any time it is discovered that work is being done which is not in accordance with the approved Plans and Specifications, the Contractor shall correct the Work immediately.

3.1.2 Contractor Responsibility to Study the Plans and Specifications

All inconsistencies or timing or sequences which appear to be in error in the Plans and Specifications shall promptly be called to the attention of the Architect or, Engineer, for interpretation or correction. Local conditions which may affect the structure shall be brought to the Architect's attention at once. In no case, shall the instruction of the Architect be construed to cause work to be done which is not in conformity with the approved Plans, Specifications, change orders, construction change documents, and as required by law. (See Title 24 Section 4-343)

3.1.3 All Work Under the Direction of Inspector

Pursuant to Title 24 requirements, the Contractor shall not carry on Work except with the knowledge of the Inspector. (See Title 24 generally)

3.1.4 Contractor to Establish Timing and Protocol with Inspector

Contractor shall establish a protocol for requesting inspection with Inspector so as to not delay the Work and provide adequate time for the Inspector to perform inspection. If such a protocol is not established ahead of time, Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. The DSA requirements under PR 13-01 specifically give the Special Inspector fourteen (14) days to post to the DSA website. Contractor is responsible for delays and for failure to plan.

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For some Projects, there may be a need to incrementally install certain assemblies. It is up to Contractor to identify areas and assemblies that may be constructed incrementally. Contractor must identify and establish incremental areas of construction and establish protocols with Inspector for DSA 152 approvals so they may be presented to DSA. See PR-13 item 1.17 for further discussion.

3.1.5 Verified Reports

The Contractor shall make and submit to the office from time to time, verified reports as required in Title 24 Section 4-366. As part of the Close-Out of the Project (see Article 9.9), Contractor shall be required to execute a Form 6-C as required under Title 24 Sections 4-343.

Contractor shall fully comply with any and all reporting requirements of Education Code Sections 17315, et seq., in the manner prescribed by Title 24, as applicable.

3.1.6 Contractor Responsibility

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the Work under direct or indirect contract with the Contractor or any of its Subcontractors.

3.1.7 Obligations not Changed by Architect's Actions

The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract or by tests, inspections, or approvals required or performed by persons other than the Contractor.

3.1.8 Acceptance/Approval of Work

The Contractor shall be responsible to determine when any completed portions of the Work already performed under this Contract or provided pursuant to Article 6 are suitable to receive subsequent Work thereon.

3.2 SUPERVISION

3.2.1 Supervision

Unless personally present on the Project site where the Work is being performed, the Contractor shall keep on the Work at all times during its progress a competent, English speaking construction Superintendent satisfactory to the Owner. The Superintendent shall represent the Contractor in its absence and shall be fully authorized to receive and fulfill any instruction from the Architect, the Inspector, the Owner or any other Owner representative (including CM in the cases where the Owner has a CM representative). All Requests for Information shall be originated by the Superintendent and responses thereto shall be given to the Superintendent. The Superintendent shall have authority to bind Contractor through the Superintendent's acts. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be binding on the Contractor. Before commencing the Work, Contractor shall give written notice to Owner (and CM representative) and Architect of the name and a Statement of Qualifications of such superintendent. If superintendent proves to be unsatisfactory to Contractor and ceases to be employed by Contractor, Contractor shall notify Owner and Architect in writing. A replacement superintendent must be approved by the Owner prior to performing additional work.

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3.2.2 Staff

Notwithstanding other requirements of the Contract Documents, the Contractor and each Subcontractor shall: (1) furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; (2) organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and (3) keep an adequate force of skilled and fit workers on the job to complete the Work in accordance with all requirements of the Contract Documents.

3.2.3 Right to Remove

Owner shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material or equipment supplier.

3.3 LABOR AND MATERIALS

3.3.1 Contractor to Provide

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, air conditioning, utilities, transportation, and other facilities, services and permits necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.3.2 Quality

Unless otherwise specified, all materials and equipment to be permanently installed in the Project shall be new and shall be of the highest quality or as specifically stated in the Contract Documents. The Contractor shall, if requested, furnish satisfactory evidence as to kind and quality of all materials and equipment within ten (10) days of a written request by the Owner, including furnishing the Owner with bona fide copies of invoices for materials or services provided on the Project. All labor shall be performed by workers skilled in their respective trades, and shall be of the same or higher quality as with the standards of other school construction.

3.3.3 Replacement

Any work, materials, or equipment, which do not conform to these requirements or the standards set forth in the Contract Documents, may be disapproved by the Owner, in which case, they shall be removed and replaced by the Contractor at no additional cost or extension of time to the Owner.

3.3.4 Discipline

The Contractor shall enforce strict discipline and good order among the Contractor's and Subcontractor's employees, and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. As used in this subsection, "unfit" includes any person who the Owner concludes is improperly skilled for the task assigned to that person, who fails to comply with the requirements of this article, or who creates safety hazards which jeopardize other persons and/or property.

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3.3.5 Fingerprinting (Applicable at the time Project is Occupied and on all Projects where Workers will come in Contact with Pupils, such as Modernization Projects)

If applicable, Contractor shall comply with the applicable provisions of Education Code Section 45125.1 in a method as determined by the Owner. Pursuant to Education Code section 45125.1, Contractor shall either conduct criminal background checks of all employees of Contractor assigned to the Project site, and shall certify that no employees who have been convicted of serious or violent felonies, as specified in Education Code Section 45125.1, will have contact with pupils, by utilizing the Certification Regarding Background Checks and the corresponding Attachment "A" as found in the Contract Documents or shall be separated by a physical barrier from students.

If it is determined that Contractor must provide certification of employees, as part of such certification, Contractor must provide the Owner with a list of all employees providing services pursuant to this Agreement, and designate which sites such employees will be assigned. In performing the services set forth in this Agreement, Contractor shall not utilize any employees who are not included on the above-referenced list.

At Owner's sole discretion, Owner may make a finding, as authorized under Education Code section 45125.1, that Contractor's employees will have only "limited contact" with pupils. Contractor's failure to comply with this law shall be considered a material breach of this Agreement upon where this Agreement may be terminated, at Owner's sole discretion, without any further compensation to Contractor.

In the case of new construction Projects where there are no students, if the Project Schedule provides for Beneficial Occupancy or portions of the Project or if the Project should be delayed, then Contractor, at no additional costs, shall meet the requirements of either fingerprinting or providing a physical barrier as required by the Owner.

3.3.6 Noise, Drugs, Tobacco, and Alcohol

Contractor shall take all steps necessary to insure that employees of Contractor or any of its subcontractors' employees do not use, consume, or work under the influence of any alcohol, tobacco or illegal drugs while on the project. Contractor shall further prevent any of its employees or its subcontractor employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the project. Likewise, Contractor shall prevent its employees or subcontractor's employees from bringing any animal onto the project. Contractors shall not violate any written school policies.

3.3.7 Delivery of Material

Contractor shall place orders for materials or equipment so that the Work may be completed in accordance with the Construction schedule for the Work as set forth in Article 8 of this Agreement. Contractor shall, upon demand from the Architect, furnish to the Architect documentary evidence including, but not limited to purchase orders, invoices, bills of materials, work orders and bills of lading, showing that orders have been placed. Contractor shall have a system to receive materials and to ensure that the proper materials are being delivered, including in the case of critical materials to the Project, checking the delivery against Shop Drawings and ensuring that the materials meet the requirements of not only the Plans and Specifications, but also the approved Shop Drawings and Submittals and in conformance with Contractor's plan for delivery of materials (including but not limited to Contractor's representations in the Schedules for the Project and Contractor's equipment and materials schedule under Article 3.7.2.2). Contractor shall be responsible for all costs of accepting non-conforming materials delivered to the Project

GENERAL CONDITIONS

given Contractor's responsibilities and system for acceptance of deliveries. Contractor shall notify Inspector and Owner Representative (including CM) as early as possible, in writing, of the delivery of materials for the Project. The deliveries shall include documentation identifying the shipment sufficiently so that the Inspector, Architect or Owner Representative (including CM) may review the materials that are received.

Under no circumstances shall materials be delivered to the Project site that are meant for another Project.

3.3.8 Liens and Other Security Interests of Subcontractors and Material Suppliers

No material, supplies, or equipment for the Work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by it, to Owner free from any claims, security interests, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract shall have any right to place a lien upon the premises or any improvement or appurtenance thereof, except that Contractor may install metering devices or other equipment of a utility company or political subdivision, title to which is commonly retained by the utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise Owner as to its owner within five (5) days of such installation in writing, prior to making the installation.

Contractor agrees to indemnify, defend and hold the Owner harmless from any liens, stop notices, or assertion of security interests, including judgments and levies. If after written notice Contractor fails to address the lien, stop notice, or other security interest, the Owner may proceed to address the lien, stop notice or claim and seek reimbursement from Contractor.

3.3.8.1 *Stop Notice Releases.* All Stop Notice Releases shall be notarized and either executed by the same person who filed the Stop Notice or from an officer of the Trade Contractor or manager of Trade Contractor authorized to release Stop Notices.

3.3.9 Title to Materials

The title to new materials or equipment for the Work of this Contract shall remain with Contractor until incorporated in the Work of this Contract until Final Acceptance of the Project; no part of said materials shall be removed from its place of storage, and Contractor shall keep an accurate inventory of all said materials and equipment in a manner satisfactory to the Owner or its authorized representative. Responsibility for materials remains with Contractor and Contractor shall replace materials in case of loss. Owner similarly may pay for materials stored off site, but Contractor shall remain responsible for the materials that are stored off site.

3.3.10 [Reserved]

3.3.11 Noise Control

The Contractor shall be responsible for the installation of noise reducing devices on construction equipment. Contractor shall comply with the requirements of the city and county having jurisdiction with regard to noise ordinances governing construction sites and activities. If school is in session at any point during the progress of the Project, and, in the Owner's reasonable discretion, the noise

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from such Work disrupts or disturbs the students or faculty or the normal operation of the school, at the Owner's request, the Contractor shall schedule the performance of all such Work around normal school hours or make other arrangements so that the Work does not cause such disruption or disturbance. There are specific periods of testing at operational schools and it is critical that Contractor control noise during periods of testing. In no event shall Contractor have a right to receive additional compensation or an extension to the Contract time as a result of any such rescheduling or the making of such arrangements. These controls shall be implemented during site preparation and construction. All noise related issues, including school operations, and noise during testing should be detailed in the Schedule provided pursuant to Article 8

3.4 WARRANTY

The Contractor warrants to the Owner and Architect that material and equipment furnished under the Contract will be of the highest quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty to Owner includes, but is not limited to, the following representations:

1. In addition to any other warranties provided elsewhere, Contractor shall, and hereby does, warrant all Work after the date of Notice of Completion of Work by Owner and shall repair or replace any or all such Work, together with any other Work, which may be displaced in so doing that may prove defective in workmanship or materials within a one (1) year period from date of Final Completion which shall be no later than the final date of Punch List as noted at Article 9.11) without expense whatsoever to Owner, ordinary wear and tear, unusual abuse or neglect excepted. Owner will give notice of observed defects with reasonable promptness. Contractor shall notify Owner upon completion of repairs.
2. In the event of failure of Contractor to comply with above mentioned conditions within one week after being notified in writing, Owner is hereby authorized to proceed to have defects repaired and made good at expense of Contractor who hereby agrees to pay costs and charges therefore immediately on demand.
3. This Article does not in any way limit the guarantee on any items for which a longer warranty is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish Owner all appropriate guarantee or warranty certificates upon completion of the project.

3.5 TAXES

Contractor will pay all applicable Federal, State, and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Contract Documents. Owner is exempt from Federal Excise Tax, and a Certificate of Exemption shall be provided upon request.

3.6 PERMITS, FEES AND NOTICES

3.6.1 Payment

The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are necessary after execution of the Contract and are legally required by any authority having jurisdiction over the Project, except those

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required by the Division of the State Architect (DSA). Owner shall be responsible for all testing and inspection as required by the DSA on-site or within the distance limitations set forth in Paragraph 13.5.2, unless a different mileage range is specified in the Supplemental Conditions.

3.6.1.1 *DSA Fees.* DSA policy is to charge CCD review fees for processing and approval of changes in the Plans and Specifications through the Construction Change Document process. Contractor is specifically directed to the current DSA IR A-30 which provides fee structure and charges that will be incurred for proceeding with respect to the CCD process, a process that must be followed for each change in the Plans and Specifications.

3.6.2 Compliance

The Contractor shall comply with and give notices required by any law, ordinance, rule, regulation, and lawful order of public authorities bearing on performance of the Work. Specifically, the Division of State Architect provides State oversight of the Project and enforcement of Title 24 rules and regulations. Contractor is directed to the DSA website at <http://www/dgs/ca/gov/dsa/home>. There will be local governmental oversight from City, County or both. Finally, Regional Water Quality Control Board, State Fire Marshall, local fire marshal, Department of Industrial Relations, Department of Labor Standards Enforcement, and Air Quality Management Owner (Local and State) are some of the agencies that provide oversight and may require specific permits, fees, or provide oversight over the Project. Contractor represents understanding and specialized knowledge of the rules governing Owners and Contractor shall maintain compliance over the applicable rules and will file all documents required in order to ensure compliance with State, local, and other rules that apply to the Project.

3.7 SUBMITTALS REQUIRED AT THE COMMENCEMENT OF THE PROJECT

3.7.1 Requirements Within Ten (10) Calendar Days

Within ten (10) calendar days after Notice to Proceed, Contractor shall submit the following:

3.7.1.1 Detailed Schedule of Values (See Article 9.2)

3.7.1.2 Submittal Listing and Schedule for Submittals

3.7.1.3 Critical Path Schedule (See Article 8)

3.7.2 Requirements Within Thirty-Five (35) Calendar Days

Unless otherwise shortened by the Contract Documents, within thirty-five (35) calendar days after Notice to Proceed, Contractor shall submit the following:

3.7.2.1 *All Submittals for the Project* except those specifically agreed upon by Owner and Architect, in writing, and shall be specifically incorporated into the Submittal section of the Schedule so as to not delay the Work. The agreement to allow a later Submittal does not mean that Article 3.3.7 is waived.

3.8 DOCUMENTS, SAMPLES, AND COMPUTER AT THE SITE

The Contractor shall maintain at the Site for the Owner one current copy of the California Building Code, Titles 19 and 24 of the California Code of Regulations, any other document required by DSA, and one record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in

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good order and marked currently to record changes and selections made during construction. In addition, the Contractor shall maintain at the Site approved Shop Drawings, Product Data, Samples, and similar required Submittals. These documents shall be available to the Architect and shall be delivered to the Architect for delivery to the Owner upon completion of the Work.

Contractor shall have an operational computer with internet access so Contractor can review and post documents as required for the Project, including but not limited to the filing and posting of DSA required documents for the Project.

Contractor shall be prepared to post and review documents posted to the DSA Project website.

3.9 SUBMITTALS INCLUDING SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.9.1 Definitions

3.9.1.1 *Deferred Approvals.* Approval of certain aspects of the construction may be deferred until the construction Contract has been awarded. To facilitate the design process, DSA grants deferred approval to the design and detailing of certain elements of the Project at the request of the Architect or Engineer of Record. Design elements that may be deferred may include, but are not limited to Access floors, Bleachers, Elevator guide rails and related elevator systems, Exterior wall systems - precast concrete, glass fiber reinforced concrete, etc. , Skylights, Window wall systems, storefronts, Stage rigging, and other systems as noted in the Contract Documents. (Also see Article 1.2.2 and 3.9.3)

3.9.1.2 *Shop Drawings.* The term “Shop Drawings” as used herein means drawings, diagrams, equipment or product schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work, and includes: illustrations; fabrication, erection, layout and setting drawings; manufacturer’s standard drawings; schedules; descriptive literature, instructions, catalogs, and brochures; performance and test data including charts; wiring and control diagrams; and all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment, or systems and their position conform to the requirements of the Contract Documents.

3.9.1.3 *Manufactured* applies to standard units usually mass-produced, and “Fabricated” means items specifically assembled or made out of selected materials to meet individual design requirements. Shop Drawings shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

3.9.1.4 *Submittals* is a term used interchangeably and sometimes refers to Shop Drawings, Product Data, and Samples since all subcontractor submissions are tracked in a Submittal Log and may include any of the noted items. However, generally, a Submittal is a manufacturer's product information and product data including description, characteristics, size, physical characteristics, and requirements to prepare the jobsite for receiving of the particular manufactured item.

3.9.1.5 *Samples.* The term “samples” as used herein are physical examples furnished by Contractor to illustrate materials, equipment, or quality and includes natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the Specifications, and any other samples as may be required by the Architect to determine whether the kind, quality, construction, finish, color, and

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other characteristics of the materials, etc., proposed by the Contractor conform to the required characteristics of the various parts of the Work. All Work shall be in accordance with the approved samples.

3.9.2 Shop Drawings.

3.9.2.1 *When Shop Drawings Are Required.* Shop Drawings are required for prefabricated components and for installation and coordination of these prefabricated components into the Project. In addition, Shop Drawings, are prepared to address the actual size and installation of components from various subcontractors and provides an opportunity for the Contractor to coordinate and address conflicts between the subcontracting trades.

3.9.2.2 *Shop Drawing Requirements.* The Contractor shall obtain and submit with Shop Drawings all seismic and other calculations and all product data from equipment manufacturers. "Product data" as used herein are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.

3.9.2.3 *Not a Reproduction of Architectural or Engineering Drawings.* The Shop Drawings are not a reproduction of the architectural or engineering drawings. Instead, they must show more detail than the Construction Documents and details the fabrication and/or installation of the items to the manufacturer's production crew or Contractor's installation crews.

3.9.2.4 *Shop Drawings Engineering Requirements:* Some Shop Drawings require an engineer stamp to be affixed on the Drawings and calculations. In such cases, a current and valid engineering stamp shall be affixed by a California registered engineer. No out of State engineers shall stamp Shop Drawings. (See DSA IR A-18). In most cases, an engineer means California registered mechanical, structural, electrical or plumbing engineer. California Registered Civil Engineers will not be accepted for structural details unless specifically approved by DSA.

3.9.3 Deferred Approvals

Deferred approvals shall be submitted and processed to ensure all DSA and other governmental approvals are secured so as to not delay the Project. There may be additional requirements for deferred approvals at Division 1 of the Specifications. All deferred approvals shall be prepared by Contractor or Contractor's agent early enough so as to not delay the Project. Contractor is aware that Title 24 California Code of Regulations Section 4-317 have specific requirements for deferred approval as to governing agencies and as to the Architect and Engineer for the Project. As a result, any delay associated with the time for approval by applicable agencies or by the Architect or Architect's consultants shall be Contractor's. Contractor is required to comply with inclusion of Deferred Approvals in the Schedule as required under Article 3.9.6

3.9.3.1 *DSA Approvals Required Prior to Work.* No work on a deferred approval item may proceed on the components until DSA approval is received. Contractor has provided DSA approval time and allowed adequate time for any DSA revisions in Contractor's Schedule as required pursuant to Article 8.

3.9.4 Submittals and Samples

3.9.4.1 *Information Required With Submittals:* Manufacturer, trade name, model or type number and quantities: Information provided must be of sufficient detail to allow Architect and

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Engineer to compare the submitted item with the specified products and acceptable products listed, in the Specifications and addenda.

3.9.4.2 *Finish Characteristics:* The Architect reviews the available finishes and selects the appropriate finish, if the finish was not previously specified in the documents. The Contractor should confirm that finish requirements in the Specification are being met by the product.

3.9.4.3 *Contractor Responsible for Jobsite Dimensions:* Some material is custom-fabricated to job conditions, requiring dimensions from the jobsite. These jobsite dimensions are provided by the Contractor as part of the Contractor's responsibilities for the Project and shall be provided prior to release of the product for manufacture. Contractor shall not rely on Architect or Engineers to provide jobsite dimensions.

3.9.5 Submittal Submission Procedure

3.9.5.1 *Transmittal Letter and Other Requirements.* All Submittals must be properly identified with the name of the Project and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" on the submissions, all qualifications, departures, or deviations from the Contract Documents. Shop Drawings, for each section of the Work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor.

3.9.5.2 *Copies Required.* Each Submittal shall include one (1) legible, reproducible (if electronic is available, electronic copies shall also be provided) and five (5) legible prints of each drawing or schedule, table, cut sheet, etc., including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the Specifications, until final acceptance thereof is obtained. Subcontractor shall submit copies, in an amount as requested by the Contractor, of: (1) manufacturers' descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; (2) wiring diagrams and controls; (3) schedules; (4) all seismic calculations and other calculations; and (5) other pertinent information as required by the Owner or Architect. See also Division 1.

3.9.5.3 *Corrections.* The Contractor shall make all corrections required by Architect, Owner or CM and shall resubmit, as required by Architect or CM, corrected copies of Shop Drawings or new samples until approved. Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections required by the Architect on previous submissions. Professional services required for more than one (1) re-review of required Submittals of Shop Drawings, product data, or samples are subject to charge to the Contractor pursuant to Paragraph 4.5.

3.9.5.4 *Approval Prior to Commencement of Work.* No portion of the Work requiring a Shop Drawing or sample submission or other Submittal shall be commenced until the submission has been reviewed by Contractor and Architect (and CM, if applicable) and approved by Architect (and CM where applicable) unless specifically directed in writing by the Architect. All such portions of the Work shall be in accordance with approved Shop Drawings and samples.

3.9.5.5 *Owner's Property.* All Submittals, Shop Drawings, computer disks, BIM modeling information, clash checks, schedules, annotated Specifications, samples and other Submittals shall become the Owner's property upon receipt by the Owner or Architect.

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3.9.6 Schedule Requirements for Submittals

Contractor shall obtain and shall submit all required Submittals (i.e. Shop Drawings, Deferred Approvals, Samples, etc.), in accordance with Contractor's "Schedule for Submission of Shop Drawings and Samples" as required in the scheduling portion of the General Conditions at Articles 8 and the Specifications with such promptness as to cause no delay in its own Work or in that of any other contractor or subcontractor.

3.9.6.1 *Consideration of Schedule.* Contractor has considered lead times, DSA or other agency governmental review times, Architect or Engineer review times, manufacturing seasons, and specific long lead procurement concerns for all submittals for the Project.

3.9.7 General Submittal Requirements

3.9.7.1 *Contractor Submittal Representations.* By submitting Shop Drawings, product data, samples, etc., the Contractor represents that it has determined and verified all materials, field measurements, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents, including the construction schedule.

3.9.7.2 *[Reserved].*

3.9.7.3 *No Deviation from Contract Documents.* The submission of the Shop Drawings, product data, samples, etc., shall not deviate from the *requirements* of the Contract Documents including detailing and design intent which is specifically outlined in Contract Documents except as specifically authorized by the Architect or through an accepted substitution pursuant to Paragraph 3.10.4. All deviations from the Contract Documents shall be narratively described in a transmittal accompanying the Shop Drawings. However, Shop Drawings shall not be used as a means of requesting a substitution, the procedure for which is defined in Paragraph 3.10.4, "Substitutions."

3.9.7.4 *[Reserved]*

3.9.7.5 *Incomplete Submittals.* Any submission, which in Architect's opinion is incomplete, contains errors, or has been checked superficially will be returned unreviewed by the Architect for resubmission by the Contractor.

3.9.7.6 *[Reserved]*

3.9.7.7 Extent of Review. In reviewing Shop Drawings, the Architect will not verify dimensions and field conditions. The Architect will review and approve Shop Drawings, product data, samples, etc., for aesthetics and for conformance with the design concept of the Work and the information in the Contract Documents. The Architect's review shall neither be construed as a complete check which relieves the Contractor, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the Contractor has, in writing, called the Architect's attention to the deviations at the time of submission. The Architect's review shall not relieve the Contractor or Subcontractors from responsibility for errors of any sort in Shop Drawings or schedules, for proper fitting of the Work, coordination of the differing subcontractor trades and Shop Drawings and Work which is not indicated on the Shop Drawings at the time of submission of Shop Drawings. Contractor and Subcontractors shall be solely responsible for any quantities which may be shown on the Submittals or Contract Documents.

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3.10 SUBSTITUTIONS

3.10.1 Definition

A Substitution is a change in product, material, equipment, or method of construction from those required by the Construction Documents proposed by the Contractor. For this Project, a Substitution is subject to the filing of a Construction Substitution Request Form at the time of bid and meeting the requirements of this Article.

3.10.2 One Product Specified

Unless the Specifications state that no substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction or any specific name, make, trade name, or catalog number, with or without the words “or equal,” such specification shall be deemed to be used for the purpose of facilitating description of the material, process, or article desired and shall be deemed to be followed by the words “or equal.” Subject to the requirements of properly submitting a Request for Substitution as addressed in the Instructions to Bidders and the Special Conditions, the Contractor may, unless otherwise stated, offer any material, process, article, etc., which shall be materially equal or better in every respect to that so indicated or specified in the Contract Documents (“Specified Item”) and which will completely accomplish the purpose of such Specified Item. However, any substitute item shall not be reviewed, considered or accepted/rejected by the Owner until after the bids are opened and the three lowest responsible bidders are identified. Once the three lowest bidders are identified, the Owner may consider any substitute item as part of its post-bid discussions with the three lowest responsible bidders pursuant to Public Contract Code section 20118.1. All bids will be assessed based on the prices provided by the bidders for the Specified Items. Therefore, all bidders must supply prices for the items listed in the Contract Documents even if the bidder plans to submit a substitute item in place of any of the Specified Items. Any bidder who fails to provide a price for any of the Specified items, or attempts to replace the Specified Item with a substitute item, shall be deemed non-responsive.

3.10.3 Products Specified Which Are Commercially Unavailable

If the Contractor fails to make a request for substitutions for products, prior to the submission of its bid, and such products subsequently become commercially unavailable, the Contractor may request a substitution for such commercially unavailable item. The decision to grant this request is solely at the Owner’s discretion. The written approval of the Owner, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material. The Owner may condition its approval of the substitution upon the delivery to Owner of an extended warranty or other assurances of adequate performance of the substitution as well as an equitable deduction in the Contract price should the substituted item cost less than the Specified Item. All risks of delay due the approval of a requested substitution by the DSA, or any other governmental agency having jurisdiction, shall be on the requesting party. All additional costs, DSA review costs, all procurement and construction delays, and all costs for review by the Architect or its consultants shall be the responsibility of the Contractor and will be deducted from Contractor’s pay request. Nothing stated herein shall obligate the Owner to consider, review or accept any alternative items.

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3.11 INTEGRATION OF WORK

3.11.1 Scope

The Contractor shall be responsible for cutting, fitting, or patching to complete the Work and to make all parts fit together properly. Contractor shall be responsible for ensuring that all trades are coordinated and scheduled so as to ensure the timely and proper execution of the work. When modifying existing work or installing new Work adjacent to existing work, Contractor shall match, as closely as conditions of Site and materials will allow, the finishes, textures, and colors of the original work, refinishing existing work at no additional cost to Owner. All cost caused by defective or ill-timed work shall be borne by Contractor. Contractor shall be solely responsible for protecting existing work on adjacent properties and shall obtain all required permits for shoring and excavations near property lines.

3.12 CLEANING UP

3.12.1 Contractor's Responsibility to Clean Up

Contractor at all times shall keep premises free from debris such as waste, dust, excess water, storm water runoffs, rubbish, and excess materials and equipment. Contractor shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises and dispose of it in a lawful manner. Disposal receipts or dump tickets shall be furnished to the Architect within five (5) days of request.

Contractor shall remove rubbish and debris resulting from the Work on a daily basis. Contractor shall maintain the structures and Site in a clean and orderly condition at all times until acceptance of the project by the Owner. Contractor shall keep its access driveways and adjacent streets, sidewalks, gutters and drains free of rubbish, debris and excess water by cleaning and removal each day. All concrete, sidewalks, and paths of travel shall be broom cleaned daily.

3.12.2 General Final Clean-Up

Upon completion of Work, Contractor shall employ experience workers or professional cleaners for final cleaning. Contractor shall clean each surface to the condition expected in a normal commercial, building cleaning and maintenance program including, but not limited to, the performance of the following:

- a. Clean interior and exterior of buildings, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected, so surfaces are free from foreign material or discoloration;
- b. Clean the Project site. The grounds should be cleared of any Contractor equipment, raked clean of debris and trash removed. Sweep paved areas broom clean;
- c. Repair or replace any damaged materials. Replace any chipped or broken glass;
- d. Remove any and all stains;
- e. Remove labels that aren't permanent labels;

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- f. Clean and polish all glass, plumbing fixtures, equipment, finish hardware and similar finish surfaces. Remove any glazing compounds;
- g. Remove temporary utilities, fencing, barricades, planking, sanitary facilities and similar temporary facilities from Site;
- h. Remove temporary film that remains on any hardware, doors or other surfaces; and
- i. Seal the bottom and tops of all doors.

3.12.3 Special Clean-Up.

In addition to the general cleaning, the following special cleaning shall be done at the completion of the Work in accordance with the Specifications including, but not limited to:

- a. Remove putty stains from glazing, then wash and polish glazing;
- b. Remove marks, stains, fingerprints and other soil or dirt from painted, stained or decorated work;
- c. Remove temporary protection and clean and polish floors and waxed surfaces;
- d. Clean and polish hardware and plumbing trim; remove stains, dust, dirt, plaster and paint;
- e. Wipe surfaces of mechanical and electrical equipment;
- f. Remove spots, soil, plaster and paint from tile work, and wash tile;
- g. Clean all fixtures and equipment, remove excess lubrication, clean light fixtures and lamps, polish metal surfaces;
- h. Vacuum-clean carpeted surfaces; and
- i. Remove debris from roofs, down spout and drainage system.

3.12.4 Failure to Cleanup

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, and the cost thereof shall be the responsibility of the Contractor pursuant to Article 2.2 and seek a Deductive Change Order.

3.13 ACCESS TO WORK

The Contractor shall provide the Owner, the Architect, Engineers and the Inspector of Record, access to the Work in preparation and progress wherever located. Contractor shall provide safe and proper facilities for such access so that Owner's representatives may perform their functions.

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3.14 ROYALTIES AND PATENTS

3.14.1 Payment and Indemnity for Infringement

Contractor shall hold and save the Owner and its officers, agents, and employees, the Construction Manager, the Architect, and the Architect's consultants harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically provided in the Contract Documents, and unless such liability arises from the sole negligence, or active negligence, or willful misconduct of the Owner, the Architect, or the Architect's consultants.

3.15 [Reserved]

3.16 [Reserved]

3.17 AS-BUILT DRAWINGS AND ANNOTATED SPECIFICATIONS

Throughout the duration of the Project, Contractor shall maintain on a current basis an accurate and complete set of As-Built Drawings (and Annotated Specifications) clearly showing all changes, revisions to Specifications and substitutions during construction, including, without limitation, field changes and the final location of all electrical and mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant features. In case a Specification allows Contractor to elect one of several brands, makes, or types of material or equipment, the annotations shall show which of the allowable items the Contractor has furnished. The Contractor will update the As-Built Drawings and Annotated Specifications as often as necessary to keep them current, but no less often than weekly.

Contractor shall update As-Built Drawings with complete information on an area of Work at or near the time when the Work is being performed and prior to any DSA 152 sign off and prior to any Work being covered.

The As Built Drawings and Annotated Specifications shall be kept at the Site and available for review and inspection by the Owner and the Architect. Failure to maintain and update the As Built Drawings is a basis to withhold Progress Payments pursuant to Article 9.6.

3.17.1 Upon Beneficial Occupancy

Contractor shall obtain and pay for reproducible Plans upon Beneficial Occupancy. Contractor shall deliver Plans to Owner Representative (Construction Manager if one is hired for the Project).

3.17.2 As-Built at Completion of Work

On completion of the Work and prior to and as a condition precedent to Application for Retention Payment, the Contractor will provide one neatly prepared and complete set of As-Built Drawings and Annotated Specifications to the Owner. Contractor shall certify the As-Built as a complete and accurate reflection of the actual construction conditions of the Work by affixing a Stamp indicating the Drawings are As-Built and Certifying Accuracy on the final set of As-Built. Failure to deliver a complete Record Set of Drawings may result in significant withholdings to ensure Work is properly documented. See Article 9.9.1.

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3.18 EQUIPMENT MANUALS

Contractor shall obtain and furnish three (3) complete sets of manuals containing the manufacturers' instructions for maintenance and operation of each item of equipment and apparatus furnished under the Contract Documents and any additional data specifically requested under the various sections of the Specifications for each division of the Work. The manuals shall be arranged in logical, sequential order, labeled, indexed, and placed in three-ring binders. At the completion of its Work, the Contractor shall certify, by endorsement thereon, that each of the manuals is complete, accurate, and covers all of its Work. Prior to submittal of Contractor's Application for Retention Payment, and as a further condition to its approval by the Architect, each Subcontractor shall deliver the manuals, arranged in logical, sequential order, labeled, indexed, endorsed, and placed in three-ring binders, to the Contractor, who shall assemble these manuals for all divisions of the Work, review them for completeness, and submit them to the Owner through the Architect.

3.19 DIR REGISTRATION

Strict compliance with all DIR registration requirements in accordance with Labor Code sections 1725.5 and 1771.1 is a material obligation of the Contractor and all of its subcontractors (of any tier) under the Contract Documents. The foregoing includes, without limitation, compliance with DIR registration requirements at all times during performance of the Work by the Contractor and all of its subcontractors of any tier. The failure of the Contractor and all subcontractors of any tier to be properly registered with DIR at all times during performance of the Work is a material breach of the Contract and subject to termination for cause.

An affirmative and ongoing obligation of the Contractor under the Contract Documents is the verification that all subcontractors of any tier are at all times during performance of the Work are in full and strict compliance with the DIR registration requirements. The Contractor shall not permit or allow any subcontractor of any tier to perform any Work without the Contractor's verification that all subcontractors are in full and strict compliance with the DIR registration requirements. Any subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code section 1771.1. Contractor or its subcontractors of any tier shall not be entitled to any additional costs or time arising from or in any way related to compliance with the DIR registration requirements.

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ARTICLE 4 ADMINISTRATION OF THE CONTRACT AND CLAIMS

4.1 ARCHITECT

4.1.1 Replacement of Architect

In the case of the termination of the Architect, the Owner may appoint an Architect or another construction professional or may perform such functions with its own licensed professional personnel. The status of the replacement Architect under the Contract Documents shall be the same as that of the former Architect.

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.1 Status

Pursuant to Titles 2 of the California Code of Regulations and as required pursuant to the Field Act, Education Code 17280 et. seq., the Architect will provide administration of the Contract Documents and the Work, and will be the Owner's representative during construction, as well as during the one (1) year period following the commencement of any warranties. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

4.2.2 Site Visits

The Architect will visit the Site at intervals necessary in the judgment of the Architect to become generally familiar with the progress and quality of the Work and to determine in general if the Work is being performed in accordance with the Contract Documents and as otherwise required by DSA.

4.2.3 Limitations of Construction Responsibility

The Architect, Owner and CM shall not have control over, charge of, or be responsible for construction means, methods, techniques, schedules, sequences or procedures, fabrication, procurement, shipment, delivery, receipt, installation, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract Documents. The Architect, Owner and CM shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, their agents or employees, or any other persons or entities performing or supplying portions of the Work. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect, Owner or CM in the Architect, Owner or CM's administration of the Contract Documents, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

4.2.4 Communications Facilitating Contract Administration

Except where a CM is on the Project, or as otherwise provided in the Contract Documents or when direct communications are warranted by special circumstances, the Owner and the Contractor shall communicate through the Architect. In the cases where a CM is hired for the Project, all communication shall be through the CM (unless otherwise directed) with copies to the Owner, Architect and Inspector. Where direct communication is necessary between the Owner and the Contractor, the Owner's communication shall be through the Owner's authorized designated person. Contractor shall not rely upon any communications from the Owner that is not from the Owner's authorized designee. Communications

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by and with the Architect's consultants shall be through the Architect. Copies of all communication shall be sent to the Architect, Owner Representative and Inspector.

4.2.5 Payment Applications

The Architect will review and make recommendations to the Owner regarding the amounts due the Contractor on the Certificates for Payment pursuant to Article 9.3.4 and subject to the Inspector's review, (CM review, if applicable) and Architect's observation. This review of Payment Applications is sometimes called a "Pencil Draft." Return of a Pencil Draft shall constitute the Owner's dispute of the Pay Application that has been submitted. Contractor shall promptly respond to Pencil Drafts or Contractor's Pay Applications may be delayed. Contractor's failure to promptly respond to a Pencil Draft shall qualify as a delay in the Prompt Payment of a Request for Payment or Request for Retention.

4.2.6 Rejection of Work

In addition to the rights, duties, and obligations of the Inspector under this Article, the Architect may recommend to the Owner that the Owner reject Work which does not conform to the Contract Documents. Contractor shall, without charge, replace or correct Work found by the Owner to not be in conformance to Contract requirements. Contractor shall promptly segregate and remove rejected materials from the Project site.

This section does not address a Notice of Non-Compliance and the remedies associated with a Notice of Non-Compliance which are addressed at Article 7.1.2.

4.3 PROJECT INSPECTOR

4.3.1 General

One or more project inspectors employed by the Owner and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s) duties are as specifically defined in Title 24 Section 4-333 and 4-342 and in DSA IR A-8.

4.3.2 Inspector's Duties and DSA Noted Timelines for Inspection

All Work shall be under the observation of the Inspector. The Inspector shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable superintendence. The Inspector is not authorized to make changes in the Drawings or Specifications nor shall the Inspector's approval of the Work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.

Inspector shall electronically post DSA required documents on the DSA electronic posting website. It is the Contractor's responsibility to determine the status of posting and determine if all the criteria for sign off of a category of Work on the Project Inspection Card (Form DSA 152) as defined more thoroughly in the most current version of the DSA 152 manual posted on the DSA website.

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Inspector may collaborate with Contractor about approval of areas that may be constructed and approved incrementally under the DSA 152 card pursuant to the guidelines of PR-13 at Article 1.17. Inspector shall work with Contractor to present incremental approval proposals to DSA.

4.3.3 Inspector's Authority to Reject or Stop Work

The Inspector shall have the authority to reject Work whenever provisions of the Contract Documents are not being complied with, and Contractor shall instruct its Subcontractors and employees accordingly. In addition, the Inspector may stop any Work that poses a probable risk of harm to persons or property. The Contractor shall instruct its employees, Subcontractors, material and equipment suppliers, etc., accordingly. The absence of any Stop Work Order or rejection of any portion of the Work shall not relieve the Contractor from any of its obligations pursuant to the Contract Documents.

4.3.4 [Reserved]

4.3.5 Testing Times

The Owner will provide inspection and testing at its cost during the normal eight (8) hour day Monday through Friday (except holidays). Work by the Contractor outside of the normal eight (8) hour day shall constitute an authorization from the Contractor to the Owner to provide inspection and testing as required outside of the normal eight (8) hour day. Contractor shall provide adequate time for inspections so as to not delay the Work. .

4.3.6 Special Inspection Out of State, Out of Country or Remote from Project

If Contractor has a subcontractor or supplier that requires in plant or special inspections or tests that are out of the Country, out of State or a Distance of more than 200 miles from the Project site, the Owner shall provide the Special Inspector or individual performing tests time for inspection and testing during normal work hours. Contractor, however, is responsible for the cost of travel, housing, food, out of area premiums that may be in the Inspector/Testing Agreement with Owner, or other expenses necessary to ensure proper inspection or testing is provided by a DSA Certified Inspector, Special Inspector, or individual performing tests. In some cases all three (DSA Inspector, Special Inspector, and Testing) may be required. In addition, if the DSA Certified Inspector, Special Inspector, or individual performing test has contractual travel clauses or special rates for out of town inspection, Contractor is responsible for all costs associated with the contractual travel costs in addition to all other costs. Arrangements for inspection and/or testing shall be made far enough in advance so as to not delay the Work.

4.4 STOP WORK ORDER

DSA may issue a Stop Work Order, or an Order to Comply, when either (1) the Work proceeds without DSA approval; (2) the Work proceeds without a DSA Inspector of Record, or (3) where DSA determines that the Work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the Work in the affected area shall cease until DSA withdraws the Stop Work Order. See Education Code Section 17307.5(b) and Education Code Section 81133.5.

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4.5 RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE OWNER FOR PROFESSIONAL SERVICES

If at any time prior to the completion of the requirements under the Contract Documents, the Owner is required to provide or secure additional professional services (including CM, Inspection, Architect, Engineering and Special Consultant Services) for any reason by any act of the Contractor, the Owner may seek a Deductive Change Order for any costs incurred for any such additional services, which costs shall be deducted from the next progress payment. A Deductive Change Order shall be independent from any other Owner remedies and shall not be considered a waiver of any Owner rights or remedies. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. Additional services shall include, but shall not be limited to, the following:

- a. Services made necessary by the default of the Contractor (Article 14 or Article 2.2).
- b. Services made necessary due to the defects or deficiencies in the Work of the Contractor (Article 2.2 and Article 9.6).
- c. Spurious or frivolous RFI's issued that do not conform to the requirements of Article 7.4. Issuance of the same RFI after receiving an answer from the Architect or Engineer.
- d. Review of Schedules that are provided by Contractor that do not Conform with the Requirements of Article 8.
- e. Preparation of a CCD or ICD to correct a Contractor Deficiency, or Contractor Caused Notice of Non-Compliance (Article 7.3).
- f. Review of Incomplete Shop Drawings or Submittals, including the submission of Piecemeal Shop Drawings or Submittals unless piecemeal Submittals are specifically agreed upon by Owner (Article 3.9).
- g. Services required by failure of the Contractor to perform according to any provision of the Contract Documents.
- h. Services in connection with evaluating substitutions of products, materials, equipment, Subcontractors' proposed by the Contractor, and making subsequent revisions to Drawings, Specifications, obtaining DSA approvals, DSA costs for review of CCD's, other governmental agency review costs, and providing other documentation required (except for the situation where the specified item is no longer manufactured or available) (Article 3.10).
- i. Services for evaluating and processing Claims or Disputes submitted by the Contractor in connection with the Work outside the established Change Order process.
- j. Services required by the failure of the Contractor to prosecute the Work in a timely manner in compliance within the specified time of completion.
- k. Services in conjunction with the testing, adjusting, balancing and start-up of equipment other than the normal amount customarily associated for the type of Work involved.
- l. Services in conjunction with more than one (1) re-review of Submittals of Shop Drawings, product data, samples, RFI's etc.

GENERAL CONDITIONS

4.6 DISPUTES AND CLAIMS

4.6.1 Decision of Architect

Disputes between Owner and Contractor involving money or time, including those alleging an error or omission by the Architect shall be referred initially to the Architect for action within ten (10) days after Contractor's Article 7 request for Change is denied. A decision by the Architect, as provided in Paragraph 4.6.5, shall be required as a condition precedent to proceeding with remedies set forth in Paragraph 4.6.9 as to all such matters arising prior to the date Retention Payment Application is due, regardless of whether such matters relate to execution and progress of the Work, or the extent to which the Work has reached Final Completion.

The condition precedent of an Architect decision shall be waived if: (1) the position of Architect is vacant; (2) the Architect has not received evidence or has failed to render a decision within agreed time limit; (3) the Architect has failed to take action required under Paragraph 4.6.5 within thirty (30) days after the Claim is made, forty-five (45) days have passed after the Claim has been referred to the Architect; or (4) the Claim relates to a Stop Notice Claim not arising from any extra change order or Immediate Change Directive for which approval has not been provided.

4.6.2 [Reserved]

4.6.3 [Reserved]

4.6.4 [Reserved]

4.6.5 Architect's Written Decision

If a Dispute has not been resolved after consideration of the foregoing and of other evidence presented by the parties or requested by the Architect, the Architect (or Architect through CM) shall provide a written decision twenty (20) days after the Architect's preliminary decision rendered in accordance with Paragraph 4.6.1. Upon expiration of such time period, the Architect (or Architect through CM) will render to the parties its written decision relative to the Dispute, including any change in the Contract Sum or Contract Time or both.

The Architect may also request reasonable additional time to complete Architect's written decision.

If the resolution of the Dispute by the Architect is not satisfactory to the Contractor and copies of all back-up documentation of costs and the basis for the Dispute is fully articulated in a package of material that is complete, the Contractor may then submit a Claim to the Owner under Article 4.6.9

4.6.6 Continuing Contract Performance

Pending final resolution of a Dispute or Claim, including, negotiation, mediation, arbitration, or litigation, the Contractor shall proceed diligently with performance of the Contract, and the Owner shall continue to make any undisputed payments in accordance with the Contract (less any withholdings or offsets). If the Dispute or Claim is not resolved, Contractor agrees it will neither rescind the Contract nor stop the progress of the work, but Contractor's sole remedy shall be to submit such controversy to determination by a court of competent jurisdiction in the county where the project is located, after the project has been completed, and not before.

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4.6.6.1 *Owner's Option to Submit Individual Disputes to Arbitration during Claims and Disputes Process.* At the Owner's sole option, in order to more efficiently resolve claims during the Project and prior to the completion of the Claims Process, pursuant to Government Code Section 9201, the Owner may submit individual Disputes or Claims for binding arbitration and Contractor agrees to the resolution of for each individual Dispute or Claim by an Arbitrator, including resolution of time and delays. If binding arbitration is utilized for individual disputes, such resolution is full and final as to that particular Dispute or Claim. THIS INDIVIDUAL DISPUTE ARBITRATION PROCESS IS NOT AN ARBITRATION CLAUSE AND SHALL NOT BE CONSTRUED AS AN AGREEMENT TO ARBITRATE. THIS INDIVIDUAL DISPUTES ARBITRATION PROCESS IS FOR THE SOLE PURPOSE OF STREAMLINING AND RESOLVING CLAIMS DURING CONSTRUCTION AND SHALL BE REQUESTED ON SPECIFIC INDIVIDUAL ITEMS BY THE OWNER PRIOR TO RETENTION PAYMENT (EVEN IF THERE ARE DEDUCTIONS MADE FROM RETENTION PAYMENT) WHICH REPRESENTS THE FINAL COMPLETION OF THE PROJECT.

- a. If there is no Retention remaining on the Project, Individual Disputes initiated prior to Project Final Completion shall continue until a final disposition of the Arbitration or resolution of the individual Claim or Dispute.
- b. No Tolling. The Arbitration process shall not toll the Disputes, Claims, or Appeals process under Article 4.6 or the requirement to submit claims to Court under Article 4.6.9.4.

4.6.7 [Reserved]

4.6.8 Dispute Concerning Extension of Time.

If Contractor and Owner cannot agree upon an extension of time, whether compensable or not, then Contractor must have first completed the procedures set forth in Paragraph 8.4. Upon completion of the procedures set forth under Paragraph 8.4, Contractor must then comply with the requirements in this Article including those set forth under Paragraph 4.6.9.

4.6.9 Claims Procedures

Pursuant to the remedies under Public Contract Code Section 9201 and Government Code Section 930.2, Contractor, through execution of this Agreement, also agrees to comply with the Claims requirements of Article 4.6 to quickly and efficiently resolve disputes. Further, to provide a level of accuracy to the records submitted, the Owner shall have the right to audit books and records pursuant to Article 13.11 based on the actual costs incurred and to reduce the uncertainty in resolving disputes with limited information.

4.6.9.1 *Procedure Applicable to All Claims*

- a. Definition of Claim: A "Claim" is where a Dispute between the parties rises to the level where backup documentation is assembled and provided to the Owner as a separate demand by the Contractor for (1) time extension, (2) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (3) and amount the payment of which is disputed by the Owner.

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- b. Filing Claim Is Not Basis to Discontinue Work: The Contractor shall promptly comply with Work under the Contract or Work requested by the Owner even though a written claim has been filed. The Contractor and the Owner shall make good faith efforts to resolve any and all claims that may arise during the performance of the Work covered by this Contract.
- c. Claim Notification: The Contractor shall within seven (7) calendar days after the Written Decision of the Architect, or if the time period for Architect's Decision has passed under Article 4.6.1, submit a notification, in writing, with the Owner (and the Owner's CM) stating clearly the basis for the claim. If the notification is not submitted within seven (7) days after the Written Decision of the Architect or the passage of time under Article 4.6.1, the Contractor shall be deemed to have waived all right to assert the claim, and the claim shall be denied. Claims submitted after the Retention Payment date shall also be considered null and void by the Owner. All claims shall be reviewed pursuant to Article 4.6.1 through 4.6.5.

The Formal Notification of Claim must be presented as follows:

- (1) All documentation submitted pursuant to Article 4.6 to the Architect shall be submitted with the "claim."
 - (2) Any additional or supporting documentation that Contractor believes is relevant should be submitted at this time.
- d. Formal Claim Appeal Submission: If the Contractor does not concur with the Owner's decision regarding the Claim Notification, the Contractor will issue a formal Claim Appeal within fourteen (14) days of receipt of the Owner's decision and all detailed information in support of the Claim Appeal within thirty (30) days. All appeals shall be submitted before Retention Payment. If the Claim Appeal is not submitted within fourteen (14) calendar days and detailed information within thirty (30) days, the Contractor shall be deemed to have waived its right to assert the Claim and the Claim shall be denied. Contractor's failure to submit any detailed information which is in the possession of Contractor shall render such information inadmissible by Contractor at trial or arbitration.
 - e. Appeal Claim Format: The Contractor shall provide all written detailed documentation which supports the claim, including but not limited to: arguments, justifications, cost, estimates, Schedule analysis and detailed documentation. The format of the Claim Appeal shall be as follows:
 - 1. Cover letter.
 - 2. Summary of factual basis of Claim and amount of claim.
 - 3. Summary of the basis of the Claim, including the specific clause and section under the Contract under which the claim is made.
 - 4. Documents relating to the Claim, including:

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- a. Specifications sections in question.
- b. Relevant portions of the Drawings
- c. Applicable Clarifications (RFI's)
- d. Other relevant information, including responses that were received.
- e. Break down of all costs associated with the Claim.
- f. Applicable Daily reports and logs.
- g. For Claims involving overhead, cost escalation, acceleration, disruption or increased costs, a full version of job costs reports organized by category of work or Schedule of Values with budget information tracked against actual costs. Any and all supporting back-up data, including the original bid (and associated original unaltered metadata). Certification: The Contractor (and subcontractors, if applicable) shall submit with the claim a certification under penalty of perjury:

- 1. That the Contractor has reviewed the claim and that such claim is made in good faith;
- 2. Supporting data are accurate and complete to the best of the Contractor's knowledge and belief;
- 3. The amount requested accurately reflects the amount of compensation for which the Contractor believes the Owner is liable; and
- 4. That the Contractor is familiar with Government Code Sections 12650 et seq. and Penal Code Section 72 and that false claims can lead to substantial fines and/or imprisonment.

f. Signature of Certification: If the Contractor is not an individual, the certification shall be executed by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

g. Mandatory Claim Appeal Procedure: The Contractor's Claim Appeal shall be denied if it fails to follow the requirements of this Article.

4.6.9.2 Owner (through CM or Owner's Agent or Attorney) May Request Additional Information: Within thirty (30) days of receipt of the Claim Appeal and the information under this Article, the Owner may request in writing any additional documentation supporting the claim or documentation relating to defenses to the claim which the Owner may assert. Nothing in the claims procedures set forth in this Article 4 of the General Conditions shall act to waive or relieve the Contractor from meeting the requirements set forth in Government Code section 900 et seq.

4.6.9.3 *Binding Arbitration of Individual Claim Issues.* To expedite resolution of Claims pursuant to Public Contract Code Section 9201, at the Owner's sole option, the Owner may submit individual Claims to Arbitration prior to Retention Payment consistent with the requirements of Article 4.6.6.1.

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4.6.9.4 *Resolution of Claims in Court of Competent Jurisdiction.* If Claims are not resolved under the procedure set forth and pursuant to Article 4.6.9, such claim or controversy shall be submitted to a court in the County of the location of the Project after the Project has been completed, and not before.

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ARTICLE 5 SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 Subcontractual Relations Bound to Same Contract Terms at General Contractor

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the same obligations and responsibilities, assumed by Contractor pursuant to the Contract Documents.

5.1.2 Subcontractor Licenses

All Subcontractors shall be properly licensed by the California State Licensing Board. All Subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. No portion of the Work is permitted to be performed by a subcontractor of any tier unless the Subcontractor is properly registered with DIR. Any Subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code section 1771.1.

5.1.3 Substitution of Subcontractor

Substitution of Subcontractors shall be permitted only as authorized under Public Contract Code §§ 4107 et. seq. Any substitutions of Subcontractors shall not result in any increase in the Contract Price or result in the granting of any extension of time for the completion of the Project.

5.1.4 Contingent Assignment of Subcontracts and Other Contracts

Each subcontract, purchase order, vendor contract or agreement for any portion of the Work is hereby assigned by the Contractor to the Owner provided that:

- a. Such assignment is effective only after Termination of this Contract with the Contractor by the Owner as provided under Article 14 and only for those subcontracts and other contracts and agreements that the Owner accepts by notifying the Subcontractor or Materialman (as may be applicable) in writing; and
- b. Such assignment is subject to the prior rights of the Surety(ies) obligated under the Payment Bond and Performance Bond.
- c. The Contractor shall include adequate provisions for this contingent assignment of subcontracts and other contracts and agreements in each such document.

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ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 Separate Contracts.

6.1.1.1 Owner reserves the right to let other contracts in connection with this Work. Contractor shall afford other contractors reasonable opportunity for (1) introduction and storage of their materials; (2) access to the Work; and (3) execution of their work. Contractor shall properly connect and coordinate its work with that of other Contractors.

6.1.1.2 Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by Owner in prosecution of the Project and the potential impact of such Work on the Baseline Schedule or Schedule updates.

6.1.1.3 Nothing herein contained shall be interpreted as granting to Contractor the exclusive occupancy at the site of Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project Site. If execution of any contract by the Owner is likely to cause interference with Contractor's performance of this Contract, once Contractor provides Owner timely written notice and identifies the Schedule Conflict, Owner shall decide which contractor shall cease work temporarily and which contractor shall continue, or whether Work can be coordinated so that contractors may proceed simultaneously.

6.1.1.4 Owner shall not be responsible for any damages suffered or extra costs incurred by Contractor resulting directly or indirectly from award or performance or attempted performance of any other contract or contracts at the Project necessary for the performance of the Project (examples include Electrical Utility Contractor, separate offsite contractor, a separate grading contractor, furniture installation etc.).

6.2 [Reserved]

6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Paragraph 3.12, the Owner may clean up and allocate the cost among those it deems responsible.

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ARTICLE 7 CHANGES IN THE WORK

7.1 CHANGES

7.1.1 No Changes Without Authorization

There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order, Change Order Request, Immediate Change Directive, or order by the Architect for a minor change in the Work as herein provided. Owner shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the Owner's Governing Board or designated representative with delegated authority (subject to Board ratification) has authorized the same and the cost thereof approved in writing by Change Order or executed Construction Change Document. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order.

7.1.2 Notices of Non-Compliance

Contractor deviation or changes from approved Plans and Specifications may result in the issuance of a Notice of Non-Compliance (See DSA Form 154). Contractor is specifically notified that deviations from the Plans and Specifications, whether major or minor, may result in the requirement to obtain a DSA Construction Change Document to correct the Notice of Non-Compliance. (See Article 7.3.1 for Definition of CCD). In some cases, the lack of a DSA approved CCD AND verification from the Inspector that a Notice of Non-Compliance has been corrected may result in a critical path delay to the next stage of Work on the Project. Specifically, a deviation from approved Plans and Specifications may prevent approval of the category of Work listed in the DSA 152 Project Inspection Card. Any delays that are caused by the Contractor's deviation from approved Plans and Specifications shall be the Contractor's responsibility.

7.1.3 Architect Authority

The Architect will have authority to order minor changes in the Work that do not involve DSA Approval not involving any adjustment in the Contract Sum, or an extension of the Contract Time.

7.2 CHANGE ORDERS ("CO")

A CO is a written instrument prepared by the Architect and signed by the Owner (as authorized by the Owner's Governing Board), the Contractor, and the Architect stating their agreement upon all of the following:

- a. A description of a change in the Work;
- b. The amount of the adjustment in the Contract Sum, if any; and
- c. The extent of the adjustment in the Contract Time, if any.

A CO may be comprised of ICD's, Response to RFP's and COR's

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7.3 CONSTRUCTION CHANGE DOCUMENT (CCD Category A, and CCD Category B) and IMMEDIATE CHANGE DIRECTIVE (ICD)

7.3.1 Definitions

7.3.1.1 *Construction Change Document (CCD)*. A Construction Change Document is a DSA term that is utilized to address changes to the DSA approved Plans and Specifications. There are two types of Construction Change Documents. (1) DSA approved CCD Category A (DSA Form 140) for Work affecting Structural, Access or Fire-Life Safety of the Project which will require a DSA approval; and, (2) CCD Category B (DSA Form 141) for work NOT affecting Structural Safety, Access Compliance or Fire and Life Safety that will not require a DSA approval (except to confirm that no Approval is required);

7.3.1.2 *Immediate Change Directive (ICD)*. An Immediate Change Directive is a written order to the Contractor prepared by the Architect and signed by the Owner (and CM if there is a CM on the Project) and the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by ICD, without invalidating the Contract, direct immediate changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Sum and Contract Time will be adjusted accordingly.

In the case of an Immediate Change Directive being issued, Contractor must commence Work immediately or delays from failure to perform the ICD shall be the responsibility of Contractor and the failure to move forward with Work immediately shall also be grounds for Termination under Article 14.

An ICD does not automatically trigger an Article 7.6 Dispute or Claim. Contractor must timely follow the procedures outlined at Article 7.6 and 4.6 where applicable.

Refer to Division 1 for a copy of the proposed Immediate Change Directive form.

7.3.2 Use to Direct Change

An ICD shall be used to move work forward immediately and to avoid delay. In some cases, an ICD shall be issued in the absence of agreement on the terms of a CO, COR, or RFP. A copy of an ICD form is provided in Division 1. The anticipated not to exceed price for the Work will be inserted into the ICD. In the case of an ICD issued to correct Contractor Deficiencies or to correct a Contractor caused Notice of Non-Compliance, the ICD may be issued with \$0 and 0 time. Contractor may prepare a COR associated with the ICD pursuant to Article 7. However, Contractor shall proceed with all Work required under an Approved ICD immediately upon issuance. Failure to proceed with the Work under an ICD shall be grounds for Termination for Cause under Article 14 or take over the Work under Article 2.2.

If adequate time exists, an ICD may be subject of an RFP for pricing and determination if any time that may be required. However, if an RFP is not completed, Contractor shall immediately commence Work when an ICD is issued. If the RFP is incomplete, it may still be completed to be submitted for Pricing Purposes as long as the PR is submitted within the timeline provided by the PR, or within 10 days following issuance of the ICD.

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7.3.3 ICD Issued Over a Notice of Non-Compliance or to Cover Work Subject to a DSA 152 Sign Off

In some cases, an ICD shall be for the purpose of proceeding with Work to keep the Project on Schedule and as an acknowledgement by the Owner that Contractor is proceeding with Work contrary to a Notice of Non-Compliance, prior to issuance of a DSA approved CCD Category A, or to direct the covering of Work which has not yet received a DSA 152 Inspection Approval to move forward.

7.3.3.1 *Contractor Compliance with all Aspects of an ICD.* Contractor is to undertake the ICD and comply with all aspects of the Work outlined in the ICD. Inspector is to inspect the Work pursuant to the ICD. Failure to follow the ICD may result in deduction of the ICD Work under Article 2.2 or Termination of the Contractor pursuant to Article 14. .

7.3.3.2 *Exception in the Case of DSA Issued Stop Work Order.* Contractor must proceed with an ICD even if a CCD has not been approved by DSA except in the case of a DSA issued Stop Work Order. If a DSA Stop Work Order is issued, Contractor must stop work and wait further direction from the Owner.

7.3.3.3 *ICD Due to Contractor Deficiency or Contractor Caused Notice of Non-Compliance.* If an ICD is issued to correct a Contractor Deficiency or a Contractor caused notice of Non-Compliance, Contractor specifically acknowledges responsibility for all consequential damages associated with the Contractor Deficiency or Contractor Caused Notice of Non-Compliance and all consequential damages and costs incurred to correct the deficiency under Article 4.5

7.4 REQUEST FOR INFORMATION (“RFI”)

7.4.1 Definition

An RFI is a written request prepared by the Contractor requesting the Architect to provide additional information necessary to clarify or amplify an item which the Contractor believes is not clearly shown or called for in the Drawings or Specifications, or to address problems which have arisen under field conditions.

7.4.1.1 An RFI shall not be used as a vehicle to generate time extensions.

7.4.1.2 Resubmission of the same or similar RFI is not acceptable. RFI's that are similar should be addressed in Project meetings where the requestor (Contractor, subcontractor or vendor) is able to address the particular issue with the Architect or Engineer and a resolution addressed in the minutes.

7.4.1.3 An RFI response applicable to a specific area cannot be extended to other situations unless specifically addressed in writing within the RFI or in a separate RFI.

7.4.1.4 RFI's should provide a proposed solution and should adequately describe the problem that has arisen.

7.4.2 Scope

The RFI shall reference all the applicable Contract Documents including Specification section, detail, page numbers, drawing numbers, and sheet numbers, etc. The Contractor shall make

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suggestions and interpretations of the issue raised by the RFI. An RFI cannot modify the Contract Cost, Contract Time, or the Contract Documents.

7.4.3 Response Time

The Architect must respond to a RFI within a reasonable time after receiving such request. If the Architect's response results in a change in the Work, then such change shall be effected by a written CO, COR RFP or ICD, if appropriate. If the Architect cannot respond to the RFI within a reasonable time, the Architect shall notify the Contractor, with a copy to the Inspector and the Owner, of the amount of time that will be required to respond.

7.4.4 Costs Incurred

The Contractor shall be responsible for any costs incurred for professional services as more fully set forth in Article 4.5, which shall be subject to a Deductive Change Order, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request. Owner, at its sole discretion, shall issue a Deductive Change Order to Contractor for all such professional services arising from this Article.

7.5 REQUEST FOR PROPOSAL ("RFP")

7.5.1 Definition

An RFP is a written request prepared by the Architect (and/or CM) requesting the Contractor to submit to the Owner and the Architect an estimate of the effect of a proposed change on the Contract Price and (if applicable) the Contract Time. If Architect issues a Bulletin, the Changed items in the Bulletin shall be addressed as an RFP and all responses shall be prepared to a Bulletin as addressed in this Article 7.5. A form RFP is included in the Division 1 documents.

7.5.2 Scope

An RFP shall contain adequate information, including any necessary Drawings and Specifications, to enable Contractor to provide the cost breakdowns required by Paragraph 7.7. The Contractor shall not be entitled to any Additional Compensation for preparing a response to an RFP, whether ultimately accepted or not.

7.5.3 Response Time

Contractor shall respond to an RFP within ten (10) days or the time period otherwise set forth in the RFP.

7.6 CHANGE ORDER REQUEST ("COR")

7.6.1 Definition

A COR is a written request prepared by the Contractor supported by backup documentation requesting that the Owner and the Architect issue a CO based upon a proposed change, cost, time, or cost and time that may be incurred on the Project or arising from an RFP, ICD, or CCD.

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7.6.2 Changes in Price

A COR shall include breakdowns per Paragraph 7.7 to validate any change in Contract Price due to proposed change or claim.

7.6.3 Changes in Time

A COR shall also include any additional time required to complete the Project only if the delay is a critical path delay. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Project Schedule as defined in Article 8 of the General Contract. A schedule fragment showing the time delay must be submitted with the COR. Any changes in time will be granted only if there is an impact to the critical path. If Contractor fails to request a time extension in a COR, then the Contractor is thereafter precluded from requesting or claiming a delay.

7.6.4 Notice of Change

Contractor shall submit a written Notice of Change to the Owner and the Architect if any instruction, request, drawing, specification, action, condition, omission, default, deduction, deletion, or other circumstance occurs that impacts the Contract Sum as defined in Article 9.1, the critical path, or the Contract Time as defined in Article 8.1.1. Such Notice of Change shall be provided prior to the commencement of performance of the Work affected and no later than five (5) Days after the discovery date of such circumstance by Contractor. Once a timely Notice of Change has been submitted to the Owner and Architect, Contractor shall thereafter submit a fully complete COR as required by Article 7.6 and Article 7.7. FAILURE BY THE CONTRACTOR TO PROVIDE A COMPLETE AND TIMELY NOTICE OF CHANGE AND/OR COR WHERE A NOTICE OF CHANGE AND/OR COR IS REQUIRED BY THIS ARTICLE 7.6 AND ARTICLE 7.7 SHALL CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OF OR RELATED TO SUCH CHANGE BY MEANS OF THE DISPUTES AND CLAIMS PROCESS (SEE ARTICLE 4.6) OR BY ANY OTHER LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS.

7.7 COST OF CHANGE ORDERS

7.7.1 Scope

At the time a request is made for a change that impacts the Contract Sum as defined in Paragraph 9.1, the critical path, or the Contract Time as defined in Paragraph 8.1.1, the Contractor shall provide the Owner and the Architect, with a written estimate of the effect of the proposed CO upon the Contract Sum and the actual or estimated cost of construction, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices, and wage rates required for the change, and the effect upon the Contract Time of such CO. Changes may be made by Owner by an appropriate written CO, or, at the Owner's option, such changes shall be implemented immediately upon the Contractor's receipt of an appropriate written Construction Change Document.

Owner may, as provided by law and without affecting the validity of this Agreement, order changes, modification, deletions and extra work by issuance of written CO or Construction Change Documents from time to time during the progress of the Project, Contract sum being adjusted accordingly.

7.7.1.1 *Time and Material Charges.* If the Owner orders Work on a "time and material" basis, timesheets shall be signed daily by the Inspector or Owner Designee at or near the time the Work is

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actually undertaken and shall show the hours worked, and the Work actually completed. No time sheets shall be signed the next day. A copy shall be provided to the Person signing the document at the time the document is signed, but not before 10 am the following day.

7.7.2 Determination of Cost

The amount of the increase or decrease in the Contract Price from a CO or COR, if any, shall be determined in one or more of the following ways as applicable to a specific situation:

- a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation. If an agreement cannot be reached within fifteen (15) days after submission and negotiation of Contractor's proposal, Contractor may submit pursuant to Paragraph 7.7.3. Submission of sums which have no basis in fact are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code Section 12650 et. seq.);
 1. If the Owner objects to 7.7.2(a) as a method for submission due to inaccuracies in the submitted amount, overstatement of manpower or time required to perform the CO, or unreliability of the data provided, the Owner may either have the Architect or a professional estimator determine the cost for the CO, and the applicable time extension, or the Contractor shall utilize Paragraph 7.7.2(d) or 7.7.3.
 2. Once the Owner provides a written objection to use of Article 7.7.2(a) due to unreliability of the estimated price, the Contractor shall no longer utilize mutual acceptance of a lump sum as a method for submission of CO's and shall provide a breakdown of estimated or actual costs pursuant to Article 7.7.2(d) or 7.7.3.
- b. By unit prices contained in Contractor's original bid and incorporated in the Project documents or fixed by subsequent agreement between Owner and Contractor;
- c. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee. However, in the case of disagreement, Contractor must utilize the procedure under section 7.7.3; or
- d. By cost of material and labor and percentage of overhead and profit. If the value is determined by this method the following requirements shall apply:
 1. *Basis for Establishing Costs*
 - i. Labor will be the actual cost for wages prevailing locally for each craft or type of workers at the time the extra Work is done, plus employer payments of payroll taxes and workers compensation insurance (exclude insurance costs as part of the Overhead and Profit mark-up), health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State, or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. In no case shall the total labor costs exceed the applicable prevailing wage

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rate for that particular classification. The use of a labor classification which would increase the extra Work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

- ii. Materials shall be at invoice or lowest current price at which such materials are locally available and delivered to the Site in the quantities involved, plus sales tax, freight, and delivery. The Owner reserves the right to approve materials and sources of supply or to supply materials to the Contractor if necessary for the progress of the Work. No markup shall be applied to any material provided by the Owner.
- iii. Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of \$250 or less.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies or distributors at the time the Work is performed. Rates applied shall be appropriate based on actual equipment need and usage. Monthly, weekly or other extended use rates that results in the lowest cost shall be applied if equipment is used on site for extended periods.

The rental rates paid shall include all associated costs, including the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

If tool and equipment charges are part of a Dispute, Claim, or Appeal, the Owner reserves the right to utilize actual costs for tools and equipment or a depreciation rate for equipment based on audit finding under Article 13.11 and deduct any rental charges that exceed actual or depreciated costs.

- e. Other Items. The Owner may authorize other items which may be required on the extra work. Such items include labor, services, material, and equipment which are different in their nature from those required by the Work, and which are of a type not ordinarily available from the Contractor or any of the Subcontractors. Invoices covering all such items in detail shall be submitted with the request for payment.
- f. Invoices. Vendors' invoices for material, equipment rentals, and other expenditures shall be submitted with the COR. If the request for payment is not substantiated by invoices or other documentation, the Owner may establish the cost of the item involved at the lowest price which was current at the time of the Daily Report.
- g. Overhead. Overhead, including direct and indirect costs, shall be submitted with the COR and include: field overhead, home office overhead, off-site supervision,

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CO preparation/negotiation/research, time delays, project interference and disruption, additional guaranty and warranty durations, on-site supervision, additional temporary protection, additional temporary utilities, additional material handling costs, liability and property damage insurance, and additional safety equipment costs.

7.7.3 Format for COR or CO's

The following format shall be used as applicable by the Owner and the Contractor to communicate proposed additions to the Contract. All costs submitted shall be actual costs and labor shall be unburdened labor. Refer to Division 1 for a copy of the Construction Change Order form.

		<u>EXTRA</u>	<u>CREDIT</u>
(a)	Material (attach itemized quantity and unit cost plus sales tax)	_____	_____
(b)	Labor (attach itemized hours and rates)	_____	_____
(c)	Equipment (attach invoices)	_____	_____
(d)	Subtotal	_____	_____
(e)	Total Overhead and Profit (inclusive of Liability and Property Damage Insurance): Not to exceed fifteen percent (15%) of Item (d).	_____	_____
(f)	Subtotal	_____	_____
(g)	Bond not to exceed one percent (1%) of Item (d)	_____	_____
(h)	TOTAL	_____	_____
(i)	Time	_____	_____

The undersigned Contractor approves the foregoing Change Order or Immediate Change Directive as to the changes, if any, and the Contract price specified for each item and as to the extension of time allowed, if any, for completion of the entire Work on account of said Change Order or Immediate Change Directive, and agrees to furnish all labor, materials and service and perform all Work necessary to complete any additional Work specified therein, for the consideration stated herein. It is understood that said Change Order or Immediate Change Directive shall be effective when approved by the Governing Board of the Owner.

It is expressly understood that the value of such extra Work or changes, as determined by any of the aforementioned methods, expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages or time extensions not included are deemed waived.

The Contractor expressly acknowledges and agrees that any change in the Work performed shall not be deemed to constitute a delay or other basis for claiming additional compensation based on theories including, but not limited to, acceleration, suspension or disruption to the Project.

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7.7.3.1 *Adjustment for Time and Compensable Delay.* A CO shall also include any additional time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Project Schedule as defined in Article 8 of the General Contract. A schedule fragment showing the time delay must be submitted with the CO. Any changes in time will be granted only if there is an impact to the critical path. If Contractor fails to request a time extension in a CO, then the Contractor is thereafter precluded from requesting or claiming a delay.

7.7.4 Deductive Change Orders

All Deductive Change Order(s) must be prepared utilizing the form under Paragraph 7.7.3 (a)-(d) only setting forth the actual costs incurred. Except in the case of an Article 2.2 or 9.6 Deductive Change Order where no mark-up shall be allowed, Contractor will be allowed a maximum of 5% total profit and overhead. Unilateral Deductive Change Orders

For Unilateral Deductive Change Orders, or where credits are due from Contractor for Allowances, Deductive Items, Inspection, Damage, DSA CCD review costs, Architect or Inspector costs for after hours or corrective services, Work removed from the Agreement under Article 2.2 or Article 9.6, there shall be no mark-up.

Owner may, any time after a Deductive Change Order is presented to Contractor by Owner for items under Article 2.2 or Article 9.6 of if there is disagreement as to the Deductive Change Order, issue a unilateral Deductive Change Order on the Project and deduct the Deductive Change Order from a Progress Payment, Final Payment, or Retention.

7.7.5 [Reserved]

7.7.6 Notice Required

If the Contractor desires to initiate a Dispute for an increase in the Contract Price, or any extension in the Contract Time for completion, Contractor shall notify the applicable party responsible for addressing the Dispute or Claim pursuant to Article 4.6.

7.7.7 Alteration to Change Order Language

Contractor shall not alter or reserve time in COR's, CO's or ICD's. Contractor shall execute finalized CO's and proceed under Paragraph 7.7.7 and Paragraph 4.6 with proper notice. If Contractor intends to reserve time without an approved CPM schedule prepared pursuant to Article 8 or without submitting a schedule fragment showing delay to critical path, then Contractor may be prosecuted pursuant to the False Claim Act.

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ARTICLE 8 TIME AND SCHEDULE

8.1 DEFINITIONS

8.1.1 Contract Time

Contractor shall perform and reach Substantial Completion (See Article 1.1.46) within the time specified in the Agreement Form..

8.1.2 [Reserved]

8.1.3 Computation of Time

The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

8.1.4 [Reserved]

8.2 HOURS OF WORK

8.2.1 Sufficient Forces

Contractors and Subcontractors shall continuously furnish sufficient forces to ensure the prosecution of the Work in accordance with the Construction Schedule.

8.2.2 Performance During Working Hours

Work shall be performed during regular working hours as set forth in the Special Conditions and as permitted by the appropriate governmental agency except that in the event of an emergency, or when required to complete the Work in accordance with job progress, Work may be performed outside of regular working hours with the advance written consent of the Owner and approval of any required governmental agencies.

8.2.3 Costs for After Hours Inspections

If the Contractor elects to perform Work outside the Inspector’s regular working hours, costs of any inspections required outside regular working hours shall be invoiced to the Contractor by the Owner and a Deductive Change Order from the next Progress Payment as a Deductive Change Order.

8.3 PROGRESS AND COMPLETION

8.3.1 Time of the Essence

Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

8.3.2 Baseline Schedule Requirements

8.3.2.1 *Timing:* Within ten (10) calendar days after Notice to Proceed, Contractor shall submit a practical schedule showing the order in which the Contractor proposes to perform the Work, and

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the dates on which the Contractor contemplates starting and completing the salient categories of the Work. This first schedule which outlines the Contractor's view of the practical way in which the Work will be accomplished is the Baseline Schedule. If the Contractor Fails to submit the Baseline Schedule with the ten (10) days noted then Owner may withhold processing and approval of progress payments pursuant to Article 9.4 and 9.6.

8.3.2.2 *[Reserved]*.

8.3.2.3 *Schedule Must Be Within the Given Contract Time.* The schedule shall not exceed time limits set forth in the Contract Documents and shall comply with all of the scheduling requirements as set forth in the Specifications.

8.3.2.4 *Submittals Must Be Incorporated (See Article 3.7.2 and 3.9.6):* Contractor shall include Submittals as line items in the Baseline Schedule as required under Article 3.7.2 and 3.9.6. Submittals shall not delay the Work, Milestones, or the Completion Date. Failure to include Submittals in the Baseline Schedule shall be deemed a material breach by the Contractor.

8.3.2.5 *[Reserved]*

8.3.2.6 *No Early Completion.* Contractor shall not submit a schedule showing early completion without indicating float time through the date set for Project completion by Owner. Contractor's schedule shall account for all days past early completion as float which belongs to the Project. Usage of float shall not entitle Contractor to any delay claim or damages due to delay.

8.3.2.7 *Use of Schedule Provided in Bid Documents.* In some cases, the Bid will include a preliminary schedule indicating milestones and construction sequences for the Project along with general timing for the Project. The preliminary schedule is not intended to serve as the Baseline Schedule utilized for construction. It is up to the Contractor to study and develop a Baseline Schedule to address the actual durations and sequences of Work that is anticipated while maintaining the Milestones provided by the Owner. Contractor shall obtain information from Contractor's subcontractors and vendors on the planning, progress, delivery of equipment, coordination, and timing of availability of subcontractors so a practical plan of Work is fully developed and represented in the Baseline Schedule.

8.3.2.8 *Incorrect Logic, Durations, Sequences, or Critical Path.* The Owner may reject or indicate durations, sequences, critical path or logic are not acceptable and request changes. The electronic copy of the schedule shall have adequate information so logic ties, duration, sequences and critical path may be reviewed electronically. Contractor is to diligently rebuild and resubmit the schedule to represent the Contractor's plan to complete the Work and maintain milestones at the next Progress meeting, or before the next progress meeting. If Contractor is not able to build a schedule that is acceptable to the Owner or Architect, the Owner reserves the right to utilize the unapproved originally submitted Baseline (See Article 8.3.2.12) and the comments submitted to hold Contractor accountable for timely delivery of Work and maintenance of Milestones. Furthermore, Contractor's representations in Baseline, if unacceptable, may also be used as a basis for termination of the Contract under Article 14 if Contractor fails to adequately maintain the schedule and falls significantly behind without undertaking the efforts to either submit and follow a recovery schedule or fail to submit a recovery schedule and make no effort toward recovery on the Project.

8.3.2.9 *Contractor Responsibility Even if Schedule Issues Are Not Discovered.* Failure on the Part of the Owner to discover errors or omissions in schedules submitted shall not be construed to be an approval of the error or omission and a flawed schedule is not grounds for a time extension.

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8.3.2.9.1 [Reserved]

8.3.2.10 *[Reserved]*.

8.3.2.11 *Failure to Meet Requirements.* Failure of the Contractor to provide proper schedules as required by this Article and Article 9 is a material breach of the Contract and grounds for Termination pursuant to Article 14. The Owner, at its sole discretion, may choose, instead, to withhold, in whole or in part, any Progress Payments or Retention amounts otherwise payable to the Contractor.

8.3.2.12 *Use of an Unapproved Baseline Schedule.* If Schedule Submitted is unacceptable to the Owner (i.e. failing to meet the requirements of Article 8.3.2) and Contractor does not incorporate or address the written comments to the schedule and a Baseline Schedule is not approved, but due to extreme necessity, the Owner moves forward without an approved Baseline Schedule, Contractor shall diligently revise and meet Schedule update requirements of Article 8 and incorporate all Article 8.3.2 comments in all updates). However, for purposes of Termination pursuant to Article 14, the Schedule initially submitted shall be treated as a Baseline Schedule with durations shortened to accommodate all Float and other mandatory Schedule Requirements under Article 8.3.2.1 as well as incorporate all 8.3.2 revisions from Owner or Architect that are noted.

8.3.3 Update Schedules

8.3.3.1 *Updates Shall Be Based on Approved Baseline Schedule.* Except in the case where there has not been agreement as to a Baseline Schedule as addressed in Article 8.3.2.4, after there has been agreement as to the Baseline Schedule, the Baseline Schedule shall be used to build future schedule updates. Schedule Updates shall be a CPM based schedule consistent with the Baseline Schedule requirements of 8.3.2

In the case of utilization of Article 8.3.2.4 and no Baseline has been approved, Schedule updates shall be provided monthly and each update shall incorporate all comments and revisions noted as not complying with the requirements of Article 8.3.2. Contractor shall be held to the Article 8.3.2.4 Unapproved Baseline Schedule, inclusive of all Milestones, adjusted for comments and all required Baseline Schedule Inclusions under Article 8.3.2.1.

8.3.3.2 *Schedule Updates.* Contractor shall update the schedule each month to address actual start dates and durations, the percent complete on activities, actual completion dates, estimated remaining duration for the Work in progress, estimated start dates for Work scheduled to start at future times and changes in duration of Work items

8.3.3.3 *[Reserved]*

8.3.3.4 *Recovery Schedule.* In addition to providing a schedule update every thirty (30) days, the Contractor, if requested by the Architect or Owner, shall take the steps necessary to improve Contractor's progress and demonstrate to the Owner and Architect that the Contractor has seriously considered how the lost time, the Completion Date, or the milestones that are required to be met within the terms of the Contract. Contractor shall immediately provide a Recovery Schedule showing how the Completion Date will be met. In no case, shall a Recovery Schedule be provided later than ten (10) days following the request for a Recovery Schedule from the Architect or Owner.

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8.4 EXTENSIONS OF TIME - LIQUIDATED DAMAGES

8.4.1 Liquidated Damages

CONTRACTOR AND OWNER HEREBY AGREE THAT THE EXACT AMOUNT OF DAMAGES FOR FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED IS EXTREMELY DIFFICULT OR IMPOSSIBLE TO DETERMINE. IF THE WORK IS NOT SUBSTANTIALLY COMPLETED IN THE TIME SET FORTH IN THE AGREEMENT, IT IS UNDERSTOOD THAT THE OWNER WILL SUFFER DAMAGES. IT BEING IMPRACTICAL AND UNFEASIBLE TO DETERMINE THE AMOUNT OF ACTUAL DAMAGE, IT IS AGREED THE CONTRACTOR SHALL PAY TO THE OWNER THE AMOUNT LIQUIDATED DAMAGES SET FORTH IN THE AGREEMENT, FOR EACH CALENDAR DAY OF DELAY IN REACHING SUBSTANTIAL COMPLETION (SEE ART 1.1.46). ANY LIQUIDATED DAMAGES RECOVERED BY THE OWNER SHALL NOT, HOWEVER, LIMIT THE OWNER'S RIGHT TO SEPARATELY RECOVER ANY ACTUAL OUT-OF-POCKET DAMAGES IT SUFFERS DUE TO CONTRACTOR'S DELAY. CONTRACTOR AND HIS SURETY SHALL BE LIABLE FOR THE AMOUNT THEREOF PURSUANT TO GOVERNMENT CODE SECTION 53069.85.

8.4.2 Delay

Except and only to the extent provided under Article 7 and Article 8, by signing the Agreement, Contractor agrees to (a) bear the risk of delays to completion of the Work; and (b) that Contractor's bid for the Contract was made with full knowledge of this risk.

8.4.3 [Reserved]

8.4.4 Notice by Contractor Required

The Contractor shall within five (5) calendar days of beginning of any such delay notify the Owner in writing of causes of delay with justification and supporting documentation. Claims relating to time extensions shall be made in accordance with applicable provisions of Article 7.

8.4.4.1 [Reserved]

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ARTICLE 9 PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 COST BREAKDOWN

9.2.1 [Reserved]

9.2.2 Information and Preparation of Schedule of Values

9.2.2.1 *Break Down of Schedule of Values.* Schedule of Values shall be broken down by Project, site, building, milestone, or other meaningful method to measure the level of Project Completion as determined by the Owner.

9.2.2.2 *Based on Contractor Bid Costs.* The Schedule of Values shall be based on the costs from Contractor's bid to the Owner. However, the submission of the Schedule of Values shall not be front loaded so the Contractor is paid a greater value than the value of the Work actually performed and shall not shift funds from parts of the Project that are later to Work that is performed earlier.

9.2.2.3 *Largest Dollar Value for Each Line Item.* Identify subcontractors and materials suppliers proposed to provide portions of Work equal to or greater than ten thousand dollars (\$10,000) or one-half (1/2) of one percent (1%) of their Contract Price, whichever is less.

9.2.2.4 *Allowances.* Any Allowances provided for in the Contract shall be a line item in the Schedule of Values.

9.2.2.5 *Labor and Materials Shall Be Separate.* Labor and Materials shall be broken into two separate line items unless specifically agreed in writing by the Owner.

9.2.3 Owner Approval Required

The Owner shall review all submissions received pursuant to Paragraph 9.2 in a timely manner. All submissions must be approved by the Owner before becoming the basis of any payment.

9.3 PROGRESS PAYMENTS

9.3.1 Payments to Contractor

Unless there is a resolution indicating that the Work for the Project is sufficiently complex, within thirty (30) days after approval of the Request for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as certified by Architect and Inspector and verified by Contractor) up to the last day of the previous month, less the aggregate of previous payments. The value of the Work completed shall be the Contractor's best estimate. Work completed as estimated shall be an approximation or estimate only and no mistake, inaccuracy, error or falsification in said any approved estimate shall operate to release the Contractor, or any surety upon any bond, from damages arising from such Work, or from the Owner's enforcement of each and every provision of this Contract

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including but not limited to the Performance Bond and Payment Bond. The Owner shall have the right to subsequently to correct any mistake, inaccuracy, error or falsification made or otherwise set forth in any approved Request for Payment and such correction may occur in any future Payment Application or in the Retention Payment to the Contractor.

9.3.2 Purchase of Materials and Equipment and Cost Fluctuations

The Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from Owner to assure that there will be no delays or cost fluctuations due to market fluctuations or procurement difficulties. Contractor further understands and incorporates into Contractor's bid cost any wage rate increases during the Project for the Contractor's labor force as well as all other subcontractor and vendor labor forces.

9.3.3 No Waiver

No payment by Owner hereunder shall be interpreted so as to imply that Owner has inspected, approved, or accepted any part of the Work. Contractor specifically understands that Title 24 Section 4-343 that:

“It is the duty of the contractor to complete the work covered by his or her contract in accordance with the approved Plans and Specifications therefore. The contractor in no way is relieved of any responsibility by the activities of the Architect, Engineer, Inspector or DSA in the performance of such duties...In no case, however, shall the instruction of the Architect or registered Engineer be construed to cause work to be done with is not in conformity with the approved Plans, Specifications, and change orders... “

9.3.4 Issuance of Certificate of Payment

The Architect shall, within seven (7) days after receipt of the Contractor's Application for Payment, either approve such payment or notify the Contractor in writing of the Architect's reasons for withholding approval in whole or in part as provided in Paragraph 9.6. The review of the Contractor's Application for Payment by the Architect is based on the Architect's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. In some cases, the Architect may act upon or rely on the evaluation of the Work by the Inspector. This review of Payment Applications is sometimes called a “Pencil Draft.” Owner's return of a Pencil Draft shall constitute the Owner's dispute of the Pay Application that has been submitted. Contractor shall promptly respond to Pencil Drafts or Contractor's Pay Applications may be delayed. Contractor's failure to promptly respond to a Pencil Draft shall qualify as a delay in the Prompt Payment of a Request for Payment or Request for Retention.

9.3.5 [Reserved]

9.4 APPLICATIONS FOR PROGRESS PAYMENTS

9.4.1 Procedure

9.4.1.1 *Application for Progress.* On or before the fifth (5th) day of each calendar month during the progress of the Work, Contractor shall submit to the Architect an itemized Application for Progress Payment for operations completed. Such application shall be notarized, if required, and supported by the following or such portion thereof as Architect requires:

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1. The amount paid to the date of the Application to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;
2. The amount being requested under the Application for Payment by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;
3. The balance that will be due to each of such entities after said payment is made;
4. A certification that the As-Built Drawings and Annotated Specifications are current;
5. Itemized breakdown of Work done for the purpose of requesting partial payment;
6. An updated construction schedule in conformance with Paragraph 8;
7. The additions to and subtractions from the Contract Price and Contract Time;
8. A summary of the Retention held;
9. Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the Owner may require from time to time;
10. The percentage of completion of the Contractor's Work by line item;
11. An updated Schedule of Values from the preceding Application for Payment; and
12. Prerequisites for Progress Payments.

9.4.1.2 *[Reserved]:*

9.4.1.3 *[Reserved].*

9.4.1.4 *All Payment Requests.* No payment requests will be processed unless Contractor has submitted copies of the Certified Payroll records for the Work which correlates to the payment request and a proper CPM schedule pursuant to Article 8 is submitted. Contractor must also submit all required OCIP information and documents as set forth in the OCIP Manual and Information, if applicable.

9.4.1.5 *Final Pay Application (95%).* See Article 9.11.1

9.4.1.6 *Final Pay Application (100%).* See Article 9.11.3

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9.5 STOP NOTICE CLAIMS AND WARRANTY OF TITLE

The Contractor warrants title to all Work. The Contractor further warrants that all Work is free and clear of liens, claims, security interests, stop notices, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work. Failure to keep work free of liens, stop notices, claims, security interests or encumbrances is grounds to make a claim against Contractor's payment and performance bond to immediately remedy and defend.

If a lien or stop notice of any nature should at any time be filed against the Work or any Owner property, by any entity which has supplied material or services at the request of the Contractor, Contractor and Contractor's surety shall promptly, on demand by Owner and at Contractor's and surety's own expense, take any and all action necessary to cause any such lien or stop notice to be released or discharged immediately therefrom.

If the Contractor fails to furnish to the Owner within ten (10) calendar days after written demand by the Owner, satisfactory evidence that a lien or stop notice has been so released, discharged, or secured, then Owner may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by Owner from any sum payable to Contractor under the Contract. In addition, any liens, stop notices, claims, security interests or encumbrances shall trigger the indemnification requirements under Article 3.15 and shall act as a trigger under Civil Code Section 2778 and 2779 requiring reimbursement for any and all costs following the Owner's written demand has been made.

9.6 DECISIONS TO WITHHOLD PAYMENT

9.6.1 Reasons to Withhold Payment

The Owner may withhold payment in whole, or in part, to the extent reasonably necessary to protect the Owner if, in the Owner's opinion, the representations to the Owner required by Paragraph 9.4 cannot be made. The Owner may withhold payment, in whole, or in part, to such extent as may be necessary to protect the Owner from loss because of, but not limited to:

- a. Defective Work not remedied;
- b. Stop Notices served upon the Owner;
- c. Liquidated damages assessed against the Contractor;
- d. The cost of completion of the Contract if there exists reasonable doubt that the Work can be completed for the unpaid balance of any Contract Price or by the completion date;
- e. Damage to the Owner or other contractor;
- f. Unsatisfactory prosecution of the Work by the Contractor;
- g. Failure to store and properly secure materials;
- h. Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation,

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acceptable monthly progress schedules, Shop Drawings, Submittal schedules, schedule of values, product data and samples, proposed product lists, executed Change Order, Construction Change Documents, and verified reports;

- i. Failure of the Contractor to maintain As Built Drawings;
- j. Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment;
- k. Unauthorized deviations from the Contract Documents (including but not limited to Unresolved Notices of Deviations (DSA Form 154));
- l. Failure of the Contractor to prosecute the Work in a timely manner in compliance with established progress schedules and completion dates;
- m. Failure to properly pay prevailing wages as defined in Labor Code section 1720, et seq.;
- n. Failure to properly maintain or clean up the Site;
- o. Payments to indemnify, defend, or hold harmless the Owner;
- p. Any payments due to the Owner including but not limited to payments for failed tests, or utilities changes or permits;
- q. Failure to submit an acceptable schedule in accordance with Paragraph 3.8;
- r. Failure to pay Subcontractor or suppliers as required by Paragraph 9.8.1;
- s. Failure to secure warranties, including the cost to pay for warranties;
- t. Failure to provide release from material suppliers or subcontractors when requested to do so;
- u. Items deducted pursuant to Article 2.2;
- v. Incomplete Punch List items under Article 9.9.1.2 which have gone through the Article 2.2 process; or
- w. Allowances that have not been used.

9.6.2 Reallocation of Withheld Amounts

Owner may, in its discretion, apply any withheld amount to payment of outstanding claims or obligations as defined in Paragraphs 9.6.1 and 9.5. In so doing, Owner shall make such payments on behalf of Contractor. If any payment is so made by Owner, then such amount shall be considered as a payment made under Contract by Owner to Contractor and Owner shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligation. Owner will render Contractor an accounting of such funds disbursed on behalf of Contractor.

If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, Owner may, after ten (10) calendar days written notice

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to the Contractor and without prejudice to any other remedy make good such deficiencies. The Owner shall adjust the total Contract price by reducing the amount thereof by the cost of making good such deficiencies. If Owner deems it inexpedient to correct Work which is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract price (of at least 150% of the estimated reasonable value of the nonconforming Work) shall be made therefor.

9.6.3 Payment After Cure

When the grounds for declining approval are removed, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

9.7 NONCONFORMING WORK

Contractor shall promptly remove from premises all Work identified by Owner as failing to conform to the Contract whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract without additional expense to Owner and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.

If Contractor does not remove such Work which has been identified by Owner as failing to conform to the Contract Documents within a reasonable time, fixed by written notice, Owner may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) calendar days' time thereafter, Owner may sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

9.8 [Reserved]

9.9 COMPLETION OF THE WORK

9.9.1 Close-Out Procedures

9.9.1.1 *[Reserved]*

9.9.1.2 *Punch List Is Prepared Only After the Project Is Substantially Complete.* If any of the conditions noted in Article 1.1.46 as defining Substantial Completion are not met, the Inspector, Architect or Owner may reject Contractor's Incomplete Punch Items as premature. If the Architect and Inspector commence review of Incomplete Punch Items, all rights are reserved until the Project actually meets the definition of Substantially Complete. Liquidated Damages, warranties, and other contractual rights are not affected by Incomplete Punch Items unless otherwise addressed in these General Conditions.

Once the Inspector and the Architect determine the Project is Substantially Complete, a Certificate of Substantial Completion shall be issued. The Inspector and Architect shall prepare a Punch List of items which is an inspection report of the Work, if any, required in order to complete the Contract Documents and ensure compliance with the DSA Approved Plans so the Project may be Completed by the Contractor and a final DSA Close-Out is approved. When all Work for the Project is Complete, including Punch Lists and all Work complies with the approved Contract Documents and Change Orders, the Project has reached Final Completion.

9.9.1.3 *Time for Completion of Punch List.* Contractor shall only be given a period of no more than thirty (30) days to complete the Punch List on Project. During the Punch List period

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Contractor Superintendent and Project Manager shall remain engaged in the Project and shall not be removed or replaced. If the Punch List is not completed at the end of the Punch List time then Contractor shall issue a valued Punch List within 5 days after the date the Punch List time ends. If Contractor does not issue such a list, the Owner or Architect may issue a valued Punch List to the Contractor and withhold up to 150% of the value of the Punch List Work pursuant to Article 2.2 of this Agreement.

9.9.1.4 *[Reserved]*

9.9.1.5 *Punch List Liquidated Damages to Compensate for Added Owner Project Costs.* If the total time utilized for Punch List exceeds sixty (60) days, then Contractor shall be charged liquidated damages of at least \$750 per day for continued Punch List Work to compensate for an Inspector, Architect, and Construction Manager extended time on the Project. This Punch List Liquidated Damage number is based on anticipated cost for an Inspector on site and additional costs for the Architect and Construction Manager to re-inspect Punch List items and perform the administration of the Close-out.

9.9.2 Close-Out Requirements for Final Completion of the Project

- a. Utility Connections. Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected
- b. As-Builts Up to Date and Complete. The intent of this procedure is to obtain an exact "As-Built" record of the Work upon completion of the project. The following information shall be carefully and correctly drawn on the prints and all items shall be accurately located and dimensioned from finished surfaces of building walls on all As Built Drawings
 1. The exact location and elevations of all covered utilities, including valves, cleanouts, etc. must be shown on As-Builts
 2. Contractor is liable and responsible for inaccuracies in As-Built Drawings, even though they become evident at some future date.
 3. Upon completion of the Work and as a condition precedent to approval of Retention Payment, Contractor shall obtain the Inspector's approval of the "As-Built" information. When completed, Contractor shall deliver corrected sepias and/or a Diskette with an electronic file in a format acceptable to the Owner.
 4. Owner may withhold the cost to hire a draftsman and potholing and testing service to complete Record As-Built Drawings at substantial cost if the Contractor does not deliver a complete set of Record As-Built Drawings. This shall result in withholding of between \$10,000 to \$20,000 per building that does not have a corresponding Record As Built Drawing.
- c. Any Work not installed as originally indicated on Drawings
- d. All DSA Close-Out requirements (See DSA Certification Guide) Contractor is also specifically directed to Item 3.2 in the DSA Certification Guide and the applicable certificates for the DSA-311 form.

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- e. Submission of Form 6-C. Contractor shall be required to execute a Form 6-C as required under Title 24 Sections 4-343. The Contractor understands that the filing with DSA of a Form 6-C is a requirement to obtain final DSA Approval of the Construction by Contractor and utilized to verify under penalty of perjury that the Work performed by Contractor complies with the DSA approved Contract Documents. The failure to file a DSA Form 6C has two consequences. First, the Construction of the Project will not comply with the Design Immunity Provisions of Government Code Section 830.6 and exposes the Owner and the individual Board members to Personal Liability for injuries that occur on the Project.

Secondly , under DSA IR A-20, since the Project cannot be Certified by DSA, no future or further Projects will be authorized so Contractor will have essentially condemned the campus from any future modernization or addition of new classrooms through their failure to file the DSA Form 6C.

1. *Execution of the DSA Form 6-C is mandatory.* Refusal to Execute the Form 6-C, which is a Final DSA Verified Report that all Work performed complies with the DSA approved Contract Documents is a violation of Education Code Section 17312 and shall be referred to the Attorney General for Prosecution.
 2. *Referral to the Owner Attorney for Extortion.* If the Contractor's refusal to execute the DSA Form 6C is to leverage a Dispute, Claim or Litigation, then the matter shall also be referred to the Owner Attorney for prosecution for Extortion.
 3. *Contractor shall be Responsible for All Costs to Certify the Project.* The Owner may Certify the Project complies with Approved Plans and Specifications by utilizing the procedures under the Project Certification Guide (Located at the DSA website at http://www.documents.dgs.ca.gov/dsa/plan_review_process/project_certification_guide_updated_03-15-13.pdf). All costs for professionals, inspection, and testing required for an alternate Project Certification shall be the Contractor's responsibility and the Owner reserves its right to institute legal action against the Contractor and Contractor's Surety for all costs to Certify the Project and all costs to correct Non-Compliant Work that is discovered during the Alternate Certification Process.
- f. ADA Work that must be corrected to receive DSA certification. See Article 12.2.
- g. Maintenance Manuals. At least thirty (30) days prior to final inspection, three (3) copies of complete operations and maintenance manuals, repair parts lists, service instructions for all electrical and mechanical equipment, and equipment warranties shall be submitted. All installation, operating, and maintenance information and drawings shall be bound in 8½" x 11" binders. Provide a table of contents in front and all items shall be indexed with tabs. Each manual shall also contain a list of subcontractors, with their addresses and the names of persons to contact in cases of emergency. Identifying labels shall provide names of manufactures, their addresses, ratings, and capacities of equipment and machinery.

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1. Maintenance manuals shall also be delivered in electronic media for the Project. Any demonstration videos shall also be provided on electronic media.
- h. Inspection Requirements. Before calling for final inspection, Contractor shall determine that the following Work has been performed:
 1. The Work has been completed;
 2. All life safety items are completed and in working order;
 3. Mechanical and electrical Work complete, fixtures in place, connected and tested;
 4. Electrical circuits scheduled in panels and disconnect switches labeled;
 5. Painting and special finishes complete;
 6. Doors complete with hardware, cleaned of protective film relieved of sticking or binding and in working order;
 7. Tops and bottoms of doors sealed;
 8. Floors waxed and polished as specified;
 9. Broken glass replaced and glass cleaned;
 10. Grounds cleared of Contractor's equipment, raked clean of debris, and trash removed from Site;
 11. Work cleaned, free of stains, scratches, and other foreign matter, replacement of damaged and broken material;
 12. Finished and decorative work shall have marks, dirt and superfluous labels removed;
 13. Final cleanup, as in Paragraph 3.12;
 14. All Work pursuant to Article 9.11; and
 15. Furnish a letter to Owner stating that the Owner's Representative or other designated person or persons have been instructed in working characteristics of mechanical and electrical equipment.

9.9.3 Costs of Multiple Inspections

More than two (2) requests of the Owner to make inspections required under Paragraph 9.9.1 shall be considered an additional service of Architect, Inspector, Engineer or other consultants shall be the Contractor's responsibility pursuant to Article 4.5 and all subsequent costs will be prepared as a Deductive Change Order.

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9.10 PARTIAL OCCUPANCY OR USE

9.10.1 Owner's Rights

The Owner may occupy or use any completed or partially completed portion of the Work at any stage. The Owner and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. If Owner and Contractor cannot agree as to responsibilities such disagreement shall be resolved pursuant to Paragraph 4.6. When the Contractor considers a portion complete, the Contractor shall prepare and submit a Punch List to the Owner as provided under Paragraph 9.9.1.

9.10.2 Inspection Prior to Occupancy or Use

Immediately prior to such partial occupancy or use, the Owner, the Contractor, and the Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.10.3 No Waiver

Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.11 COMPLETION AND FINAL PAYMENT

9.11.1 Final Payment (95% Billing)

The following items must be completed before the Final Pay Application will be accepted for processing at Substantial Completion of the Project:

- a. Inspector Sign off of each item in the DSA 152 Project Inspection Card;
- b. The Project has reached the Punch List items under Article 9.9.1.2 and the Project has been determined to be Substantially Complete under Article 1.1.28;
- c. Removal of temporary facilities and services;
- d. Testing, adjusting and balance records are complete;
- e. Removal of surplus materials, rubbish, and similar elements;
- f. Change Over of Door locks;
- g. Deductive items pursuant to Article 9.6 and Article 2.2; and
- h. Completion and submission of all final Change Orders for the Project.

9.11.2 Final Inspection (Punch List Completion)

Contractor shall comply with Punch List procedures under Article 9.9.1.1, and maintain the presence of Project Superintendent and Project Manager (not replacement project superintendent or

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project manager) until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall Contractor demobilize its forces prior to completion of the Punch List.

Upon completion of the Work under Article 9.9.1, the Contractor shall notify the Owner and Architect, who shall again inspect such Work. If the Architect and the Owner finds the Work contained in the Punch List acceptable under the Contract Documents, the Work shall have reached Final Completion. Architect shall notify Contractor, who shall then submit to the Architect its Application for Retention Payment. This Application for Retention Payment shall contain any deductions under Article 9.6, including but not limited to incomplete Punch List items under Article 9.9.1.

Upon receipt and approval of Application for Retention Payment, the Architect shall issue a Form 6 stating that to the best of its knowledge, information, and belief, and on the basis of its observations, inspections, and all other data accumulated or received by the Architect in connection with the Work, such Work has been completed in accordance with the Contract Documents. The Owner shall thereupon inspect such Work and either accept the Work as complete or notify the Architect and the Contractor in writing of reasons why the Work is not complete. Upon acceptance of the Work of the Contractor as fully complete (which, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the Owner shall record a Notice of Completion with the County Recorder, and the Contractor shall, upon receipt of payment from the Owner, pay the amounts due Subcontractors.

If the Architect and the Owner find that the Work Contained in the Punch List is unacceptable, then Contractor shall issue a valued Punch List within 5 days after the date the Punch List time ends. If Contractor does not issue such a list, the Owner or Architect may issue a valued Punch List to the Contractor and withhold up to 150% of the value of the Punch List Work pursuant to Article 2.2 of this Agreement.

9.11.3 Retainage (100% Billing for the Entire Project)

The retainage, less any amounts disputed by the Owner or which the Owner has the right to withhold Pursuant to Paragraph 9.6 (including but not limited to incomplete Punch List items under Article 9.9.1), shall be paid after approval by the Owner of the Application for Retention Payment, after the satisfaction of the conditions set forth in Article 9, the Final Inspection under Article 9.11.2 is completed, and after thirty-five (35) days after the acceptance of the Work and recording of the Notice of Completion by Owner. No interest shall be paid on any retainage, or on any amounts withheld due to a failure of the Contractor to perform, in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any Escrow Agreement between the Owner and the Contractor.

- a. Procedures for Application for Retention Payment. The following conditions must be fulfilled prior to release of Retention Payment:
 - i. A full and final waiver or release of all Stop Notices in connection with the Work shall be submitted by Contractor, including a release of Stop Notice in recordable form, together with (to the extent permitted by law) a copy of the full and final release of all Stop Notice rights.
 - ii. The Contractor shall have made all corrections, including all Punch List Items, to the Work which are required to remedy any defects therein, to obtain compliance with the Contract

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Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of Owner required under the Contract Documents.

- iii. Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, releases from the Surety and warranty bonds (if applicable) required by the Contract Documents for its portion of the Work.
- iv. Contractor must have completed all requirements set forth in Article 9.9.
- v. Contractor must have issued a Form 6C for the Project.
- vi. The Contractor shall have delivered to the Owner all manuals and materials required by the Contract Documents.
- vii. The Contractor shall have completed final clean up as required by Paragraph 3.12.
- viii. Contractor shall have all deductive items under Article 9.6 and Article 2.2 submitted as part of the Retention Payment.

9.11.4 Recording of a Notice of Completion After Punch List Period and Final Inspection.

When the Work, or designated portion thereof, is complete or the Owner has completed the Article 9.6 and/or the Article 2.2 process, whichever occurs first, the Owner will file either a Notice of Completion or a Notice of Completion noting Valued Punch List items. Valued Punch List items will be deducted from the Retention Payment.

During the time when Work is being performed on the Punch List, the Project does not meet the definition of “Complete” under Public Contract Code Section 7107(c)(1) even if there is “beneficial occupancy” of the Project since that has been no “cessation of labor” on the Project. Completion of Punch List under this Article is not “testing, startup, or commissioning by the public entity or its agent.” In other words, the continuing Punch List Work is Contractor labor on the Project until each and every item of Punch List Work is complete or the time periods under Article 9.9.1 have expired.

9.11.5 Warranties

Warranties required by the Contract Documents shall commence on the date of Completion of the entire Work. Warranty periods DO NOT commence at Substantial Completion or when a particular subcontractor work is complete. No additional charges, extras, Change Orders, or Claims may be sought for warranties commencing from the Notice of Completion.

Owner shall have the right to utilize equipment, test, and operate as necessary for acclimation, or testing without voiding or starting warranties. Taking beneficial occupancy shall not start warranties except in the case where the Owner agrees, in writing, that warranties shall commence running or where the Owner is taking phased occupancy of specific buildings or areas and completes separate Punch Lists as further addressed in Article 4.2.7.

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9.11.6 Time for Submission of Application for Final Payment and Retention Payment (Unilateral Processing of Final and Retention Pay Application).

If Contractor submits a Final Pay Application which fails to include deductive items under Article 9.6, the Owner or Architect shall note this defective request for Final Pay Application. The Contractor shall be notified that specific deductive items shall be included in the Final Pay Application. If Contractor either continues to submit the Final Pay Application without deductive items under Article 9.6, or a period of 14 calendar days passes after Contractor is provided written notice of deductive items for inclusion in Final Pay Application, then Owner may either alter the Final Pay Application and recalculate the math on the Final Pay Application to address the Article 9.6 deductive items or process a Unilateral Final Pay Application.

9.11.7 Unilateral Release of Retention

After the recordation of the Notice of Completion, or within sixty (60) days following the completion of the Punch List or the expiration of the time for completion of Punch List under Article 9.9.1, if Contractor does not make an Application for Release of Retention, the Owner may unilaterally release retention less any deducts under Article 9.6 and/or Article 2.2, withholds due to stop notices, or deducts due to other defective Work on the Project. Owner may also choose to unilaterally release Retention after deduction of 150% of any disputed items, which may also include items under Article 9.6 and 2.2. If a deduction pursuant to Article 9.6 is made from Retention, a letter deducting specific valued items shall be considered a notice of Default under the terms of the Escrow Agreement.

9.12 SUBSTITUTION OF SECURITIES

The Owner will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300.

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ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 Contractor Responsibility

The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and Work performed until completion and final acceptance by the Owner. All Work shall be solely at the Contractor's risk, with the exception of damage to the Work caused by "acts of God" as defined in Public Contract Code Section 7105(b)(2).

Contractor shall take, and require subcontractor to take, all necessary precautions for safety of workers on the Work and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. In addition to meeting all requirements of OSHA, Cal-OSHA, state, and local codes, Contractor shall furnish, erect and properly maintain at all times, as directed by Owner or Architect or required by conditions and progress of Work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of its organization on the Work, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety and health of workers. The name and position of person so designated shall be reported to Owner by Contractor. Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, such violation shall be corrected promptly.

10.1.2 Subcontractor Responsibility

Contractor shall require that Subcontractors participate in, and enforce, the safety and loss prevention programs established by the Contractor for the Project, which will cover all Work performed by the Contractor and its Subcontractors. Each Subcontractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs.

10.1.3 Cooperation

All Subcontractors and material or equipment suppliers shall cooperate fully with Contractor, the Owner, and all insurance carriers and loss prevention engineers.

10.1.4 Accident Reports

Subcontractors shall immediately, within two (2) days, report in writing to the Contractor all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of

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witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported within four (4) days by telephone or messenger. Contractor shall thereafter immediately, within two (2) days, report the facts in writing to the Owner and the Architect giving full details of the accident.

10.1.5 First-Aid Supplies at Site

The Contractor will provide and maintain at the Site first-aid supplies which complies with the current Occupational Safety and Health Regulations.

10.1.6 Material Safety Data Sheets and Compliance with Proposition 65

Contractor is required to have material safety data sheets available in a readily accessible place at the job site for any material requiring a material safety data sheet per the Federal "hazard communication" standard, or employees' "right-to-know law." The Contractor is also required to properly label any substance brought into the job site, and require that any person working with the material, or within the general area of the material, is informed of the hazards of the substance and follows proper handling and protection procedures.

Contractor is required to comply with the provisions of California Health and Safety Code section 25249, et seq., which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer. The Contractor agrees to familiarize itself with the provisions of this section, and to comply fully with its requirements.

10.1.7 Non-Utilization of Asbestos Material

NO ASBESTOS OR ASBESTOS-CONTAINING PRODUCTS SHALL BE USED IN THIS CONSTRUCTION OR IN ANY TOOLS, DEVICES, CLOTHING, OR EQUIPMENT USED TO EFFECT THIS CONSTRUCTION.

Decontamination and removal of Work found to contain asbestos or Work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.

The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant, who shall have sole discretion and final determination in this matter.

Interface of Work under this Contract with Work containing asbestos shall be executed by the Contractor at his risk and at his discretion, with full knowledge of the currently accepted standards, hazards, risks, and liabilities associated with asbestos work and asbestos-containing products. By execution of this Contract, the Contractor acknowledges the above and agrees to hold harmless Owner and its assigns for all asbestos liability which may be associated with this work and agrees to instruct his employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor

The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

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- a. Employees on the Work and other persons who may be affected thereby;
- b. The Work, material, and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody, or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- c. Other property at the Site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

Contractor is constructive owner of Project site as more fully discussed in Paragraph 6.2.

10.2.2 Contractor Notices

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury, or loss.

10.2.3 Safety Barriers and Safeguards

The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

10.2.4 Use or Storage of Hazardous Material

When use or storage of explosives, other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall notify the Owner any time that explosives or hazardous materials are expected to be stored on Site. Location of storage shall be coordinated with the Owner and local fire authorities.

10.2.5 Protection of Work

The Contractor and Subcontractors shall continuously protect the Work, the Owner's property, and the property of others, from damage, injury, or loss arising in connection with operations under the Contract Documents. The Contractor and Subcontractors, at their own expense, shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of the Owner.

The Contractor, at Contractor's expense, will remove all mud, water, or other elements as may be required for the proper protection and prosecution of its Work.

Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations. All permits, licenses, or inspection fees required for such repair Work shall be obtained and paid for by Contractor.

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10.2.6 Requirements for Existing Sites

Contractor shall (unless waived by the Owner in writing):

- a. When performing construction on existing sites, become informed and take into specific account the maturity of the students on the Site; and perform Work which may interfere with school routine before or after school hours, enclose working area with a substantial barricade, and arrange Work to cause a minimum amount of inconvenience and danger to students and faculty in their regular school activities. The Contractor shall comply with Specifications and directives of the Owner regarding the timing of certain construction activities in order to avoid unnecessary interference with school functioning.
- b. Avoid performing any Work that will disturb students during testing.
- c. Provide substantial barricades around any shrubs or trees indicated to be preserved.
- d. Deliver materials to building area over route designated by Architect.
- e. Take preventive measures to eliminate objectionable dust, noise, or other disturbances.
- f. Confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits or directions of Architect; and not interfere with the Work or unreasonably encumber premises or overload any structure with materials; and enforce all instructions of Owner and Architect regarding signs, advertising, fires, and smoking and require that all workers comply with all regulations while on the Project site.
- g. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved land surveyor or civil engineer and all maps and records required therefrom shall be filed with county and local authorities, at no cost to the Owner. All filing and plan check fees shall be paid by Contractor.
- h. Provide Owner on request with Contractor's written safety program and safety plan for each site.

10.2.7 Shoring and Structural Loading

The Contractor shall not impose structural loading upon any part of the Work under construction or upon existing construction on or adjacent to the Site in excess of safe limits, or loading such as to result in damage to the structural, architectural, mechanical, electrical, or other components of the Work. The design of all temporary construction equipment and appliances used in construction of the Work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural steel, is the sole responsibility of the Contractor. All such items shall conform with the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. The Contractor shall take special precautions, such as shoring of masonry walls and temporary tie bracing of structural steel Work, to prevent possible wind damage during construction of the Work. The installation of such bracing or shoring shall not damage the Work in place

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or the Work installed by others. Any damage which does occur shall be promptly repaired by the Contractor at no cost to the Owner.

10.2.8 Conformance within Established Limits

The Contractor and Subcontractors shall confine their construction equipment, the storage of materials, and the operations of workers to the limits indicated by laws, ordinances, permits, and the limits established by the Owner or the Contractor, and shall not unreasonably encumber the premises with construction equipment or materials.

10.2.9 Subcontractor Enforcement of Rules

Subcontractors shall enforce the Owner's and the Contractor's instructions, laws, and regulations regarding signs, advertisements, fires, smoking, the presence of liquor, and the presence of firearms by any person at the Site.

10.2.10 Site Access

The Contractor and the Subcontractors shall use only those ingress and egress routes designated by the Owner, observe the boundaries of the Site designated by the Owner, park only in those areas designated by the Owner, which areas may be on or off the Site, and comply with any parking control program established by the Owner, such as furnishing license plate information and placing identifying stickers on vehicles.

10.2.11 Security Services.

The Contractor shall be responsible for providing security services for the Site as needed for the protection of the Site and as determined in the Owner's sole discretion.

10.3 EMERGENCIES

10.3.1 Emergency Action

In an emergency affecting the safety of persons or property, the Contractor shall take any action necessary, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 7.

10.3.2 Accident Reports

The Contractor shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work, which caused death, personal injury, or property damage, giving full details and statements of any witnesses in conformance with Article 10.1.4. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported in accordance with Paragraph 10.1.4, immediately by telephone or messenger to the Owner.

10.4 HAZARDOUS MATERIALS

10.4.1 Discovery of Hazardous Materials

In the event the Contractor encounters or suspects the presence on the job site of material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being

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hazardous by § 25249.5 of the California Health and Safety Code, which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect in writing, whether or not such material was generated by the Contractor or the Owner. The Work in the affected area shall not thereafter be resumed, except by written agreement of the Owner and the Contractor, if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous material, and has not been rendered harmless. The Work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (PCB), or other hazardous material, or when it has been rendered harmless by written agreement of the Owner and the Contractor.

10.4.2 Hazardous Material Work Limitations

In the event that the presence of hazardous materials is suspected or discovered on the Site (except in cases where asbestos and other hazardous material Work in the Contractor's responsibility), the Owner shall retain an independent testing laboratory to determine the nature of the material encountered and whether corrective measures or remedial action is required. The Contractor shall not be required pursuant to Article 7 to perform without consent any Work in the affected area of the Site relating to asbestos, polychlorinated biphenyl (PCB), or other hazardous material, until any known or suspected hazardous material has been removed, or rendered harmless, or determined to be harmless by Owner, as certified by an independent testing laboratory and approved by the appropriate government agency.

10.4.3 Indemnification by Contractor for Hazardous Material Caused by Contractor

In the event the hazardous materials on the Project Site is caused by the Contractor, the Contractor shall pay for all costs of testing and remediation, if any, and shall compensate the Owner for any additional costs incurred as a result of Contractor's generation of hazardous material on the Project Site. In addition, the Contractor shall defend, indemnify and hold harmless Owner and its agents, officers, and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with, arising out of, or relating to, the presence of hazardous material on the Project Site.

10.4.4 Terms of Hazardous Material Provision

The terms of this Hazardous Material provision shall survive the completion of the Work and/or any termination of this Contract.

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ARTICLE 11 INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 Insurance Requirements

Before the commencement of the Work, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California with a financial rating of at least an A-VIII status as rated in the most recent edition of Best's Insurance Reports or as amended by the Supplementary General Conditions, such insurance as will protect the Owner from claims set forth below, which may arise out of or result from the Contractor's Work under the Contract and for which the Contractor may be legally liable, whether such Work are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Any required insurance shall not contain any exclusion that applies to the type of work performed by the Contractor under the Contract Documents.

- a. Claims for damages because of bodily injury, sickness, disease, or death of any person Owner would require indemnification and coverage for employee claim;
- b. Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;
- c. Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;
- d. Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work;
- e. Claims involving contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and
- f. Claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)
- g. Claims involving sudden or accidental discharge of contaminants or pollutants.

11.1.2 Specific Insurance Requirements

Contractor shall take out and maintain and shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain:

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Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$2,000,000.00 or Commercial General Liability Insurance which provides limits of not less than:

- (a) Per occurrence (combined single limit) \$2,000,000.00
.....
- (b) Project Specific Aggregate (for this Project only) \$2,000,000.00
.....
- (c) Products and Completed Operations (aggregate) \$2,000,000.00
.....
- (d) Personal and Advertising Injury Limit \$1,000,000.00
.....

Insurance Covering Special Hazards

The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

- (a) Automotive and truck where operated in amounts \$1,000,000.00
.....
- (b) Material Hoist where used in amounts \$1,000,000.00
.....
- (c) Explosion, Collapse and Underground
(XCU coverage) \$1,000,000.00
.....
- (d) Hazardous Materials \$1,000,000.00
.....

In addition, provide Excess Liability Insurance coverage in the amount of Four Million Dollars (\$4,000,000.00).

11.1.3 Subcontractor Insurance Requirements

The Contractor shall require its Subcontractors to take out and maintain public liability insurance and property damage insurance required under Article 11.1 in like amounts. A “claims made” or modified “occurrence” policy shall not satisfy the requirements of Article 11.1 without prior written approval of the Owner.

11.1.4 Additional Insured Endorsement Requirements

The Contractor shall name, on any policy of insurance required under Article 11.1, the Owner, CM, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. Subcontractors shall name the Contractor, the Owner,

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Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the Owner in its sole discretion, and must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor pursuant to 11.1 must be designated in the policy as primary to any insurance obtained by the Owner. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

11.2 WORKERS' COMPENSATION INSURANCE

During the term of this Contract, the Contractor shall provide workers' compensation and employer's liability insurance for all of the Contractor's employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the Contractor's Work is subcontracted, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the Owner certificates of insurance as required under Article 11.6 and in compliance with Labor Code § 3700.

Workers' compensation limits as required by the Labor Code, but not less than \$1,000,000 and employers' liability limits of \$1,000,000 per accident for bodily injury or disease.

11.3 BUILDER'S RISK/ "ALL RISK" INSURANCE

11.3.1 Course-of-Construction Insurance Requirements

The Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon completion of the entire Contract, shall maintain Builder's Risk, Course of Construction or similar first party property coverage issued on a replacement cost value basis consistent with the total replacement cost of all insurable Work and the Project included within the Contract Documents. Coverage is to insure against all risks of accidental direct physical loss, and must include, by the basic grant of coverage or by endorsement, the perils of vandalism, malicious mischief (both without any limitation regarding vacancy or occupancy), fire, sprinkler leakage, civil authority, sonic boom, earthquake, flood, collapse, wind, lightning, smoke and riot. The coverage must include debris removal, demolition, increased costs due to enforcement of building ordinance and law in the repair and replacement of damage and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project which is the subject of the Contract Documents, including completed Work and Work in progress, to the full insurable value thereof. Such insurance shall include the Owner and the Architect as additional named insureds, and any other person with an insurable interest as designated by the Owner.

The Contractor shall submit to the Owner for its approval all items deemed to be uninsurable. The risk of the damage to the Work due to the perils covered by the "Builder's Risk/All Risk" Insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the Owner nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

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11.4 FIRE INSURANCE

Before the commencement of the Work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all Work subject to loss or damage by fire. The amount of fire insurance shall be sufficient to protect the Project against loss or damage in full until the Work is accepted by the Owner. This requirement may be waived upon confirmation by the Owner that such coverage is provided under the Builder's Risk Insurance being provided.

11.5 AUTOMOBILE LIABILITY

11.5.1 The Owner, Architect and Construction Manager, Inspectors, their directors, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible. Such insurance coverage shall be primary and non-contributory insurance as respects the Owner, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Owner, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it. The insurer shall agree to waive all rights of subrogation against the Owner, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy that arise from Work performed by the Contractor.

11.5.2 Insurance Services Office Business Auto Coverage Form Number CA 0001, Code 1 (any auto) is required. Comprehensive Automobile Liability insurance to include all autos, owned, non-owned, and hired, with limits of \$1,000,000 per accident for bodily injury and property damage

11.6 OTHER INSURANCE

The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

11.7 PROOF OF INSURANCE

The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance and certificates have been obtained and delivered in duplicate to the Owner for approval subject to the following requirements:

- a. Certificates and insurance policies shall include the following clause:

“This policy and any coverage shall not be suspended, voided, non-renewed, canceled, or reduced in required limits of liability or amounts of insurance or coverage until notice has been mailed via certified mail to the Owner. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice.”

- b. Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.

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- c. Certificates of insurance shall clearly state that the Owner and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by Owner.
- d. The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the Owner.

11.8 COMPLIANCE

In the event of the failure of Contractor to furnish and maintain any insurance required by this Article 11, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the Owner and the Architect.

11.9 WAIVER OF SUBROGATION

Contractor waives (to the extent permitted by law) any right to recover against the Owner for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) by insurance actually carried by the Owner.

The provisions of this section are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The Owner and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies thereunder of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

11.10 PERFORMANCE AND PAYMENT BONDS

11.10.1 Bond Requirements

Unless otherwise specified in the Supplemental Conditions, prior to commencing any portion of the Work, the Contractor shall furnish separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California as sureties.

To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the Owner, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Owner. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bonds, the Owner may terminate the Contract for cause.

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11.10.2 Surety Qualification

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

11.10.3 Alternate Surety Qualifications

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

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ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.1 COMPLIANCE WITH TITLE 24 INSTALLATION REQUIREMENTS

Contractor is aware of the requirements governing Contractor's Work under title 24 Section 4-343 Issuance of Notices of Non-Compliance

The Inspector may issue a Notice of Non-Compliance on the Project indicating deviation from Plans and Specifications. It is Contractor's responsibility to correct all deviations from the approved Plans and Specifications unless the Owner has issued an Immediate Change Directive. In such case, the Contractor shall proceed with the Work with the understandings of the Owner as set forth in the ICD and as specifically noted in Article 7.3.

12.2 SPECIAL NOTICE OF AMERICAN'S WITH DISABILITIES ACT

Some of the requirements in the Plans and Specifications are meant to comply with the Americans with Disabilities Act ("ADA"). The requirements of the ADA are technical in nature and may appear to be minor in nature (i.e. whether a walkway or ramp has a 2% cross-slope). Contractor is warned that even the slightest deviation from the specific requirements from the ADA is considered a Civil Rights Violation and subjects the Owner to fines of three times actual damages sustained by a handicap individual or up to \$4,000 per violation and attorney's fees required to enforce the ADA violation. As a result of the significant liability and exposure associated with ADA aspects of the Contract, Contractor shall take special care to meet all ADA requirements detailed in the Plans and Specifications. Failure to comply with ADA rules that results in a Notice of Non-Compliance shall be repaired to meet ADA requirements promptly. In addition, any ADA violations that are not identified by Inspector or Architect that are later identified shall be repaired and charged back to the Contractor through a Deductive Change Order.

12.2.1 Indemnification of ADA Claims

ADA claims arising from failure to comply with Plans and Specifications shall be indemnified, held harmless and defended by Contractor. Further, any withholdings for ADA violations in Article 9.6 shall include potential redesign costs and an accelerated repair costs due to the potential for ADA claims arising from DSA posting of ADA violations on the Project.

12.3 UNCOVERING OF WORK

12.3.1 Uncovering Work for Required Inspections

Work shall not be covered without the Inspector's review and the Architect's knowledge that the Work conforms with the requirements of the approved Plans and Specifications (except in the case of an ICD under Article 7.3). Inspector must be timely notified of inspections and of new areas so Work can be inspected at least 48 hours before opening a new area (For example, see DSA Form 156 for Commencement/Completion of Work Notification which requires "at least 48 hour" advance notification of a new area). An Inspector must comply with DSA protocols for signing each category or phase of Work under DSA Form 152 (in compliance with the Form 152 Manual) or a Notice of Deviation (DSA Form 154) will be issued requiring the Work that was not inspected be uncovered for inspection. Thus, if a portion of the Work is covered without Inspection or Architect approval, is subject to a Notice of Non-Compliance for being undertaken without Inspection, or otherwise not in compliance with the Contract Documents, after issuance of a Written Notice of Non-Compliance (Form 154) or a written notice to uncover Work, Contractor shall promptly uncover all Work (which includes furnishing all necessary facilities, labor, and

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material) for the Inspector's or the Architect's observation and such Work shall be replaced at the Contractor's expense without change in the Contract Sum or Time.

12.3.2 Costs for Inspections Not Required

If a portion of the Work has been covered is believed to be Non-Conforming to the Plans and Specifications, even if the Form 152 for the category of Work has been signed by the Inspector, the Inspector or the Architect may request to see such Work, and it shall be promptly uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncover and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with Contract Documents, the Contractor shall be responsible for all costs to uncover the Work, delays incurred to uncover the Work, and Contractor shall pay all costs to correct the Non-Conforming construction condition unless the condition was caused by the Owner or a separate contractor, in which event the Owner shall be responsible for payment of such costs to the Contractor.

12.4 CORRECTION OF WORK

12.4.1 Correction of Rejected Work

The Contractor shall promptly correct the Work rejected by the Inspector or the Owner upon recommendation of the Architect as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed. The Contractor shall bear costs of correcting the rejected Work, including cost for delays that may be incurred by Contractor or subcontractors, the cost for additional testing, inspections, and compensation for the Inspector's or the Architect's services and expenses made necessary thereby (including costs for preparing a CCD, DSA CCD review fess, and additional inspection and special inspection costs).

12.4.2 One-Year Warranty Corrections

If, within one (1) year after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties established under Paragraph 9.9.1, or by the terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of one (1) years shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation under this Paragraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

12.4.3 Owner's Rights if Contractor Fails to Correct

If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct the Work and seek a Deductive Change Order, pursuant to Article 9.6 or Article 2.2.

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ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

13.2 SUCCESSORS AND ASSIGNS

The Owner and the Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

In the absence of specific notice requirements in the Contract Documents, written notice shall be deemed to have been duly served if delivered in person to the individual, member of the firm or entity, or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1 Duties and Obligations Cumulative

Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

13.4.2 No Waiver

No action or failure to act by the Inspector, the Owner, or the Architect shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1 Compliance

Tests, inspections, and approvals of portions of the Work required by the Contract Documents will comply with Division 1, Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

13.5.2 Independent Testing Laboratory

The Owner will select and pay an independent testing laboratory to conduct all tests and inspections. Selection of the materials required to be tested shall be made by the laboratory or the Owner's representative and not by the Contractor. Any costs or expenses of inspection or testing incurred outside

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of a fifty (50) mile radius from the Project Site or not located in a contiguous county to the Site, whichever distance is greater, shall be paid for by the Owner, invoiced by the Owner to the Contractor, and deducted from the next Progress Payment.

13.5.3 Advance Notice to Inspector

The Contractor shall notify the Inspector a sufficient time in advance of its readiness for required observation or inspection so that the Inspector may arrange for same. The Contractor shall notify the Inspector a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents which must, by terms of the Contract Documents, be tested in order that the Inspector may arrange for the testing of the material at the source of supply.

13.5.4 Testing Off-Site

Any material shipped by the Contractor from the source of supply, prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said Inspector that such testing and inspection will not be required, shall not be incorporated in the Work.

13.5.5 Additional Testing or Inspection

If the Inspector, the Architect, the Owner, or public authority having jurisdiction determines that portions of the Work require additional testing, inspection, or approval not included under Paragraph 13.5.1, the Inspector will, upon written authorization from the Owner, make arrangements for such additional testing, inspection, or approval. The Owner shall bear such costs except as provided in Paragraph 13.5.7.

13.5.6 Costs for Retesting

If such procedures for testing, inspection, or approval under Paragraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs arising from such failure, including those of re-testing, re-inspection, or re-approval, including, but not limited to, compensation for the Architect's services and expenses. Any such costs shall be paid by the Owner, invoiced to the Contractor, and deducted from the next Progress Payment.

13.5.7 Costs for Premature Test

In the event the Contractor requests any test or inspection for the Project and is not completely ready for the inspection, the Contractor shall be invoiced by the Owner for all costs and expenses resulting from that testing or inspection, including, but not limited to, the Inspector's and Architect's fees and expenses, and the amount of the invoice shall be deducted from the next Progress Payment.

13.6 TRENCH EXCAVATION

13.6.1 Trenches Greater Than Five Feet

Pursuant to Labor Code Section 6705, if the Contract Price exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, submit to the Owner or a Registered Civil or Structural Engineer employed by the Owner or Architect, a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

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13.6.2 Excavation Safety

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a Registered Civil or Structural Engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the Owner or by the person to whom authority to accept has been delegated by the Owner.

13.6.3 No Tort Liability of Owner

Pursuant to Labor Code § 6705, nothing in this Article shall impose tort liability upon the Owner or any of its employees.

13.6.4 No Excavation without Permits

The Contractor shall not commence any excavation Work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed on the Site prior to the commencement of any excavation.

13.7 WAGE RATES, TRAVEL, AND SUBSISTENCE

13.7.1 Wage Rates

Pursuant to the provisions of Article 2 (commencing at § 1720), Chapter 1, Part 7, Division 2, of the Labor Code, the Owner has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public works project is to be performed for each craft, classification, or type of worker needed for this Project from the Director of the Department of Industrial Relations ("Director"). These rates are on file at the administrative office of the Owner and are also available from the Director of the Department of Industrial Relations. Copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

Any worker employed to perform Work on the Project, but such Work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

13.7.2 Holiday and Overtime Pay

Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law.

13.7.3 Wage Rates Not Affected by Subcontracts

The Contractor shall pay and shall cause to be paid each worker engaged in the execution of the Work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.

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13.7.4 Per Diem Wages

The Contractor shall pay and shall cause to be paid to each worker needed to execute the Work on the Project per diem wages including, but not limited to, employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided for in Labor Code §1773.1.

13.7.5 Forfeiture and Payments

Pursuant to Labor Code §1775, the Contractor shall forfeit to the Owner, not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages rates as determined by the Director of the Department of Industrial Relations, for the work or craft in which the worker is employed for any Work done under the Agreement by the Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of: (1) whether the Contractor or Subcontractor's failure to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily correct upon being brought to the attention of the Contractor or Subcontractor; and (2) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations.

13.7.6 Monitoring and Enforcement by Labor Commissioner

Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). The Contractor and all Subcontractors shall be required to furnish, at least monthly, certified payroll records directly to the Labor Commissioner in accordance with Labor Code section 1771.4. All payroll records shall be furnished in a format required by the Labor Commissioner. The Contractor and all Subcontractors must sign up for, and utilize, the Labor Commissioner's electronic certified payroll records submission system. The District will have direct and immediate access to all CPRs for the Project that are submitted through the Labor Commissioner's system. The District can use this information for any appropriate purpose, including monitoring compliance, identifying suspected violations, and responding to Public Records Act requests.

The Labor Commissioner/ DLSE may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming the accuracy of payroll records, conducting worker interviews, conducting audits, requiring submission of itemized statements prepared in accordance with Labor Code section 226, and conducting random in-person inspections of the Project site ("On-Site Visits"). On-Site Visits may include inspections of records, inspections of the Work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the Labor Commissioner/DLSE to ensure compliance with prevailing wage requirements. The Labor Commissioner/DLSE shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner/DLSE.

Any lawful activities conducted or any requests made by the Labor Commissioner/DLSE shall not be the basis for any delays, claims, costs, damages or liability of any kind against the District by the Contractor. Contractor and all Subcontractors shall cooperate and comply with any lawful requests by the Labor Commissioner/ DLSE. The failure of the Labor Commissioner, DLSE, or any other entity related to the Department of Industrial Relations to comply with any requirement imposed by the California Code of Regulations, Title 8, Chapter 8 shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Division 2, Part 7, Chapter 1 of the Labor Code.

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Prior to commencing any Work on the Project, the Contractor shall post the required notice/poster required under the California Code of Regulations and Labor Code section 1771.4 in both English and Spanish at a conspicuous, weatherproof area at the Project site. The required notice/poster is available on the Labor Commissioner's website.

13.8 RECORDS OF WAGES PAID

13.8.1 Payroll Records

- a. Pursuant to §1776 of the Labor Code, the Contractor and each Subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the Project.
- b. All payroll records as specified in Labor Code §1776 of the Contractor and all Subcontractors shall be certified and furnished directly to the Labor Commissioner in accordance with Labor Code §1771.4(a)(3) on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Payroll records as specified in Labor Code §1776 shall be certified and submitted to the District with each application for payment. All payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 2. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of Owner, the Division of Labor Standards Enforcement or the Division of Apprenticeship Standards of the Department of Industrial Relations.
 3. A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the Owner, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Paragraph (2) above, the requesting party shall, prior to being provided the records, reimburse the costs, according to law for the preparation by the Contractor, Subcontractor(s), and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.
- c. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division of Labor Standards Enforcement.
- d. The Contractor or Subcontractor(s) shall file a certified copy of all payroll records with the entity that requested such records within 10 calendar days after receipt of a written request.

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- e. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the Owner, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or the Subcontractor(s) performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records.
- f. The Contractor shall inform the Owner of the location of all payroll records, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
- g. The Contractor or Subcontractor(s) shall have 10 calendar days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that the Contractor or Subcontractor(s) fails to comply within the 10-day period, the Contractor or Subcontractor(s) shall, as a penalty to the Owner, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

Responsibility for compliance with this Article shall rest upon the Contractor.

13.8.2 Withholding of Contract Payments & Penalties

The Owner may withhold or delay contract payments to the Contractor and/or any Subcontractor if:

- a. The required prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations is not paid to all workers employed on the Project; or
- b. The Contractor or Subcontractor(s) fail to submit all required certified payroll records with each application for payment, but not less than once per month; or
- c. The Contractor or Subcontractor(s) submit incomplete or inadequate payroll records; or
- d. The Contractor or Subcontractor(s) fail to comply with the Labor Code requirements concerning apprentices; or

GENERAL CONDITIONS

- e. The Contractor or Subcontractor(s) fail to comply with any applicable state laws governing workers on public works projects.

13.9 APPRENTICES

13.9.1 Apprentice Wages and Definitions

All apprentices employed by the Contractor to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which he or she is employed, and as determined by the Director of the Department of Industrial Relations, and shall be employed only at the craft or trade to which he or she is registered. Only apprentices, as defined in §3077 of the Labor Code, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprenticeship agreements under Chapter 4 (commencing with §3070) of Division 3, are eligible to be employed under this Contract. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training, or in accordance with the rules and regulations of the California Apprenticeship Council.

13.9.2 Employment of Apprentices

Contractor agrees to comply with the requirements of Labor Code §1777.5. The Contractor awarded the Project, or any Subcontractor under him or her, when performing any of the Work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall employ apprentices in the ratio set forth in Labor Code §1777.5. The Contractor or any Subcontractor must apply to any apprenticeship program in the craft or trade that can provide apprentices to the Project site for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor upon the Contractor's or Subcontractor's request. "Apprenticeable craft or trade" as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. The ratio of work performed by apprentices to journeyman employed in a particular craft or trade on the Project shall be in accordance with Labor Code §1777.5.

13.9.3 Submission of Contract Information

Prior to commencing Work on the Project, the Contractor and Subcontractors shall submit contract award information to the applicable apprenticeship program(s) that can supply apprentices to the Project and make the request for the dispatch of apprentices in accordance with the Labor Code. The information submitted shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the Owner if requested. Within 60 days after concluding Work on the Project, the Contractor and Subcontractors shall submit to the Owner, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the Project.

GENERAL CONDITIONS

13.9.4 Apprentice Fund

The Contractor or any Subcontractor under him or her, who, in performing any of the Work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the Director determines is the prevailing amount of apprenticeship training contributions in the area of the Project. The Contractor and Subcontractors may take as a credit for payments to the California Apprenticeship Council any amounts paid by the Contractor or Subcontractor to an approved apprenticeship program that can supply apprentices to the Project. The Contractor and Subcontractors may add the amount of the contributions in computing his or her bid for the Contract.

13.9.5 Prime Contractor Compliance

The responsibility of compliance with Article 13 and §1777.5 of the Labor Code for all apprenticeable occupations is with the Prime Contractor. Any Contractor or Subcontractor that knowingly violates the provisions of this Article or Labor Code §1777.5 shall be subject to the penalties set forth in Labor Code §1777.7.

13.10 ASSIGNMENT OF ANTITRUST CLAIMS

13.10.1 Application

Pursuant to Government Code § 4551, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders Retention Payment to the Contractor, without further acknowledgment by the parties. If the Owner receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with § 4550) of Division 5 of Title 1 of the Government Code, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Owner any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the Owner as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

13.10.2 Assignment of Claim

Upon demand in writing by the assignor, the Owner shall, within one (1) year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose and the Owner has not been injured thereby or the Owner declines to file a court action for the cause of action.

13.11 STATE AND OWNER CONDUCTED AUDITS

Pursuant to and in accordance with the provisions of Government Code § 10532, or any amendments thereto, all books, records, and files of the Owner, the Contractor, or any Subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of five

GENERAL CONDITIONS

(5) years after Retention Payment is made or a Notice of Completion is Recorded, whichever occurs first. Contractor shall preserve and cause to be preserved such books, records, hard drives, electronic media, and files for the audit period.

Pursuant to the remedies under Public Contract Code Section 9201 and Government Code Section 930.2, Contractor, through execution of this Agreement, also agrees the Owner shall have the right to review and audit, upon reasonable notice, the books and records of the Contractor concerning any monies associated with the Project. The purpose of this Audit is to quickly and efficiently resolve disputes based on the actual costs incurred and to reduce the uncertainty in resolving disputes with limited information. The Owner shall perform any audits at its own cost and any such audit shall be performed by an independent auditor, having no direct or indirect relationship with the functions or activities being audited or with the business conducted by the Contractor or Owner. In the event the independent auditor determines that Change Orders, Response to Request for Proposals, Claims, Appeal of Claims, or other requests for payment the Auditor shall report the results of the Audit findings to the Owner and provide a copy to the Contractor after giving the Owner Board the opportunity for at least 10 days review. If the Contractor disputes the findings of the independent auditor, such dispute shall be handled in the manner set forth under Article 4.6.2 entitled Disputes.

If Contractor having agreed to the terms of this Contract fails to produce books or records requested by Auditor, such failure to produce books or records that were required to be preserved for audit, it shall be presumed that the information contained in the withheld books or records were unfavorable to the Contractor and the Auditor shall note this refusal in the results of the Audit findings for further evaluation by the Owner and the Owner's Board. The refusal to release records that are concerning monies associated with the Project may be used as a grounds to debar the Contractor for failure to preserve records under Article 13.11 and the failure to produce required audit records may also be used as a grounds for a negative finding against the Contractor depending on the significance of the records that are withheld by Contractor. Failure to produce Job Cost Data tied to Job cost categories and budgets shall be presumed an intentional failure to produce key audit records. Similarly, failure to produce daily time records (prepared at or near the time of the Work actually took place (See Article 3.16) shall be presumed an intentional failure to produce key audited records.

If Contractor is seeking costs for inefficiency, home office overhead, or unanticipated increased costs due to delays or acceleration, Contractor shall also produce copies of the original bid tabulation utilized in submitting Contractor's bid for the Project. This document shall be considered confidential and shall not be subject to disclosure through a Public Records Act and shall not be distributed to anyone other than the Owner and the Owner's counsel. This bid tabulation shall only be used in litigation, arbitration, evaluation of Claims or Disputes, Audit, and trial. If the records for the bid tabulation are kept on a computer, the Contractor shall also produce all metadata (in native format) that accompanies the bid tabulation for inspection to prove the authenticity of the underlying bid tabulation. Failure to produce the bid tabulation for review of inefficiency, home office overhead, or unanticipated increased costs due to delays or accelerations shall be considered material evidence that the bid tabulation was not favorable to the Contractor. This evidence shall be entered as a jury instruction for trial that the bid tabulation was not produced and the bid tabulation information was unfavorable to the Contractor. The evidence may also be used in Debarment Proceedings, and noted as an exception to an Audit Findings.

Upon notification of Contractor concerning the results of the audit and a reasonable time has passed for Contractor to respond to Audit Findings and if either there is no Dispute of the Audit findings under Article 4.6.2 or if the result after utilizing the Disputes Clause confirms the Audit findings, the Owner may seek reimbursement for overstated Claims, Change Orders, or Appeal of Claims and may also undertake debarment proceedings.

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13.12 STORM WATER POLLUTION PREVENTION

13.12.1 Application

This Section addresses the preparation, implementation and monitoring of a Storm Water Pollution Prevention Plan (SWPPP) for the purpose of preventing the discharge of pollutants from the construction site. This includes the elimination of pollution discharges such as improper dumping, spills or leakage from storage tanks or transfer areas. The Owner will not issue a Notice to Proceed until Contractor has prepared by a qualified individual and obtained approval of the Permit Registration Documents ("PRDs") that include a Notice of Intent, Construction Risk Calculation, Site Map, SWPPP, Annual Fee and any additional required documents from all applicable Local Governing Agencies including the Regional Water Quality Control Board. The Contractor shall also secure a certification that the Project has met all of the conditions of the General Construction Activity Storm Water Permit (GCASP) and comply with all applicable local, state and federal regulations governing storm water pollution prevention.

13.12.2 References and Materials

- California Stormwater Quality Association New Development and Redevelopment Best Management Practice Handbook
- 2009 California Stormwater Quality Association Construction BMP Handbook .
- State Water Resources Control Board (2009). Order 2009-0009-DWQ, NPDES General Permit No. CAS000002: Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbing Activities. Available on-line at:
- http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml. - Use materials of a class, grade and type needed to meet the performance described in the BMP Handbook.

13.12.3 Preparation and Approval

The Contractor shall prepare by a qualified individual the PRDs that include a Notice of Intent, Construction Risk Calculation, Site Map, SWPPP, Annual Fee and any additional required documents. The Contractor's Qualified SWPPP Developer ("QSD") shall prepare the Storm Water Pollution Prevention Plan (SWPPP) as required to comply with storm water pollution regulations for project sites with storm water discharges associated with construction activity such as clearing or demolition, grading, excavation and other land disturbances. The SWPPP shall apply to all areas that are directly related to construction activity, including but not limited to staging areas, storage yards, material borrow areas, and access roads.

13.12.3.1 The Contractor shall prepare and submit to the Local Governing Agencies and the Owner the SWPPP for review and approval if the project sites, new or existing, with land disturbance of 1 or more acres (or less than 1 acres if part of a common plan of development); the construction activity that results in land surface disturbances of less than one acre is part of a larger common plan of development or sale of one or more acres of disturbed land surface; or the construction activity associated with Linear Underground/Overhead Projects ("LUPs") including, but not limited to, those activities necessary for the installation of underground and overhead linear facilities (e.g., conduits, substructures, pipelines, towers, poles, cables, wires, connectors, switching, regulating and transforming equipment and associated ancillary facilities) and include, but are not limited to, underground utility mark-out, potholing, concrete and asphalt cutting and removal, trenching, excavation, boring and drilling, access road and pole/tower pad and

GENERAL CONDITIONS

cable/wire pull station, substation construction, substructure installation, construction of tower footings and/or foundations, pole and tower installations, pipeline installations, welding, concrete and/or pavement repair or replacement, and stockpile/borrow locations.

13.12.3.2 The Contractor shall also pay annual renewal fee(s) until the contract is completed and make all such checks payable to the State Water Resources Control Board. The Notice of Intent must be submitted at least two weeks prior to the commencement of construction activities.

13.12.3.3 The Contractor shall prepare the SWPPP by following the format in Sections 2, 3, 4 and Appendices A through F of the California Stormwater BMP Handbook - Construction, January 2009 edition, published by the California Stormwater Quality Association. The publication is available from:

California Stormwater
Quality Association
P.O. Box 2105
Menlo Park, CA 94026-2105
Phone: (650) 366-1042
E-mail: info@casqa.org

or

<https://www.casqa.org/store/products/tabid/154/p-167-construction-handbookportal-initial-subscription.aspx>

13.12.3.4 Where land disturbance is less than 1 acre, any BMPs indicated in the BMP Handbook needed to prevent or minimize storm water pollution shall be implemented at no extra cost to the Owner.

13.12.3.5 Within two weeks after Award of Contract by the Owner, the Contractor shall submit to the Owner's Civil Engineer one copy of the PRDs including the SWPPP for review. After the Owner's approval, the Contractor shall provide approved copies of the SWPPP as follows: one copy each to the Project Inspector, Construction Manager, Architect, Commissioned Architect and Owner's Civil Engineer

13.12.4 Implementation

The Contractor shall implement the Storm Water Pollution Prevention Plan by doing the following:

- a. Obtain a Waste Discharger Identification (WDID) number from the SWRCB before beginning construction. This number will be issued once your PRDs are administratively accepted and fee is received.
- b. Keep the SWPPP, REAPs, monitoring data on the construction site.
- c. Employ a Qualified SWPPP Practitioner (QSP) to implement the SWPPP during construction and develop Rain Event Action Plans ("REAPs").
- d. Install, inspect, maintain and monitor BMPs required by the General Permit.

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- e. Install perimeter controls prior to starting other construction work at the site.
- f. Contain on-site storm water at the jobsite. Do not drain on-site water directly into the storm drain.
- g. Implement the SWPPP.
- h. Provide SWPPP and BMP implementation training for those responsible for implementing the SWPPP.
- i. Designate trained personnel for the proper implementation of the SWPPP.
- j. Conduct monitoring, as required, and assess compliance with the Numeric Action Levels (NALs) or Numeric Effluent Limitations (NELs) appropriate to your project.
- k. Report monitoring data.
 - 1. Maintain a paper or electronic copy of all required records for three years from the date generated or date submitted, whichever is last. These records must be available at the construction site until construction is completed.
 - 2. Have a QSD revise the SWPPP as needed to reflect the phases of construction and to suit changing site conditions and instances when properly installed systems are ineffective.
 - 3. Assist the Owner with entering any necessary data or information into the Stormwater Multi-Application and Reporting System ("SMARTS") system.
- l. At the end of Construction Contract:
 - 1. Submit Notice of Termination (NOT) into the SMARTS when construction is complete and conditions of termination listed in the NOT have been satisfied. A copy of the NOT can be found at: http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml.
 - 2. Leave in place storm water pollution prevention controls needed for post-construction storm water management and remove those that are not needed as determined by the Owner. Thereafter, left-in-place controls will be maintained by the Owner.
 - 3. Provide Site Monitoring Reports, SWPPP revisions, Compliance Certifications and related documents to the Owner. Post-construction storm water operation and management plan as mentioned in the compliance certifications are considered to be in place at the end of the Construction Contract.

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13.12.5 Monitoring

The Contractor shall conduct examination of storm water pollution prevention controls as required by the State Water Resources Control Board (2009). Order 2009-0009-DWQ, NPDES General Permit No. CAS000002: Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbing Activities. This includes properly qualified personnel performing all required monitoring, testing, inspections and monitoring. The Contractor shall also conduct examination of storm water pollution prevention controls, as well as before and after each storm event in compliance with the State Water Resources Control Board Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit No. CAS000002, Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbance Activities (General Permit) (SWRCB, 2009).and at least once each 24-hour period during extended storm events to identify BMP effectiveness and implement repairs or BMP changes as soon as feasible. All maintenance related to a storm event should be completed within 48 hours of the storm event. The Contractor shall also prepare and maintain, at the jobsite, a log of each inspection using Site Monitoring Report forms.

13.12.6 Liabilities and Penalties

- a. Review of the SWPPP and inspection logs by the Owner shall not relieve the Contractor from liabilities arising from non-compliance with storm water pollution regulations.
- b. Payment of penalties for non-compliance by the Contractor shall be the sole responsibility of the Contractor and will not be reimbursed by the Owner.
- c. Compliance with the Clean Water Act pertaining to construction activity is the sole responsibility of the Contractor. For any fine(s) levied against the Owner due to non-compliance by the Contractor, the Owner will deduct from the final payment due the Contractor the total amount of the fine(s) levied on the Owner, plus legal and associated costs.
- d. The Contractor shall submit to the Owner a completed NOI for change of information (Construction Site Information and Material Handling/Management Practices).

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ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR FOR CAUSE

14.1.1 Grounds for Termination

The Contractor may terminate the Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons performing portions of the Work for whom the Contractor is contractually responsible, for only the following reasons:

- a. Issuance of an order of a court or other public authority having jurisdiction; or
- b. An act of the United State or California government, such as a declaration of national emergency.

14.1.2 Notice of Termination

If one of the above reasons exists, the Contractor may, upon written notice of seven (7) additional days to the Owner, terminate the Contract and recover from the Owner payment for Work executed and for reasonable costs verified by the Architect with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 Grounds for Termination

The Owner may terminate the Contractor and/or this Contract for the following reasons:

- a. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- b. Persistently or repeatedly is absent, without excuse, from the job site;
- c. Fails to make payment to Subcontractors, suppliers, materialmen, etc.;
- d. Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;
- e. Fails to provide a schedule or fails or refuses to update schedules required under the Contract;
- f. Falls behind on the Project and refuses or fails to undertake a recovery schedule;
- g. If the Contractor has been debarred from performing Work;
- h. Becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors; or
- i. Otherwise is in substantial breach of a provision of the Contract Documents.

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14.2.2 Notification of Termination

When any of the above reasons exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety written notice of seven (7) days, terminate the Contractor and/or this Contract and may, subject to any prior rights of the surety:

- a. Take possession of the Project and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- b. Accept assignment of Subcontracts. Contractor acknowledges and agrees that if the Owner (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the Owner which the Owner has chosen to accept;
- c. Complete the Work by any reasonable method the Owner may deem expedient, including contracting with a replacement contractor or contractors; and,
- d. Agree to accept a takeover and completion arrangement with Surety that is acceptable to the Owner Board.

14.2.3 Takeover and Completion of Work after Termination for Cause

A Termination for Cause is an urgent matter which requires immediate radiation since Project Work is open and incomplete, the site is subject to vandalism and theft, the Project site is considered a public nuisance, and there is a possibility of injury and deterioration of the Project Work and materials. Thus, the Owner shall be entitled to enter a takeover contract to either remediate the unfinished condition or complete the Work for this Project.

14.2.4 Payments Withheld

If the Owner terminates the Contract for one of the reasons stated in Paragraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is complete. All costs associated with the termination and completion of the Project shall be the responsibility of the Contractor and/or its surety.

14.2.5 Payments upon Completion

If the unpaid balance of the Contract Sum exceeds costs of completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor and its Surety shall pay the difference to the Owner. The amount to be paid to the Contractor, or Owner, as the case may be, shall be certified by the Architect upon application. This payment obligation shall survive completion of the Contract.

14.3 TERMINATION OF CONTRACT BY OWNER (CONTRACTOR NOT AT FAULT)

14.3.1 Termination for Convenience

Owner may terminate the Contract upon fifteen (15) calendar days of written notice to the Contractor and use any reasonable method the Owner deems expedient to complete the project, including contracting with replacement contractor or contractors, if it is found that reasons beyond the control of

GENERAL CONDITIONS

either the Owner or Contractor make it impossible or against the Owner's interest to complete the Work. In such a case, the Contractor shall have no claims against the Owner except: (1) the actual cost for labor, materials, and services performed which may be documented through timesheets, invoices, receipts, or otherwise, and (2) ten percent (10%) profit and overhead, and (3) five percent (5%) termination cost of the total of items (1) and (2). Contractor acknowledges and agrees that if the Owner (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the Owner which the Owner has chosen to accept.

14.3.2 [Reserved]

14.4 REMEDIES OTHER THAN TERMINATION

If a default occurs, the Owner may, without prejudice to any other right or remedy, including, without limitation, its right to terminate the Contract pursuant to Article 14.2, do any of the following:

- a. Permit the Contractor to continue under this Contract, but make good such deficiencies or complete the Contract by whatever method the Owner may deem expedient, and the cost and expense thereof shall be deducted from the Contract Price or paid by the Contractor to the Owner on demand;
- b. If the workmanship performed by the Contractor is faulty or defective materials are provided, erected or installed, then the Owner may order the Contractor to remove the faulty workmanship or defective materials and to replace the same with work or materials that conform to the Contract Documents, in which event the Contractor, at its sole costs and expense, shall proceed in accordance with the Owner's order and complete the same within the time period given by the Owner in its notice to the Contractor; or
- c. Initiate procedures to declare the Contractor a non-responsible bidder for a period of two (2) to five (5) years thereafter.

All amounts expended by the Owner in connection with the exercise of its rights hereunder shall accrue interest from the date expended until paid to the Owner at the maximum legal rate. The Owner may retain or withhold any such amounts from the Contract Price. If the Contractor is ordered to replace any faulty workmanship or defective materials pursuant to Paragraph (b) above, the Contractor shall replace the same with new work or materials approved by the Architect and the Owner, and, at its own cost, shall repair or replace, in a manner and to the extent the Architect and the Owner shall direct, all Work or material that is damaged, injured or destroyed by the removal of said faulty workmanship or defective material, or by the replacement of the same with acceptable work or materials. In no event shall anything in this Paragraph be deemed to constitute a waiver by the Owner of any other rights or remedies that it may have at law or in equity, it being acknowledged and agreed by the Contractor that the remedies set forth in this Paragraph are in addition to, and not in lieu of, any other rights or remedies that the Owner may have at law or in equity.

SUPPLEMENTAL CONDITIONS

SUPPLEMENTAL CONDITIONS

The following supplements modify the General Conditions. Where a portion of the General Conditions is modified and or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 8 – TIME

Article 8 Schedule Inclusion Requirements –The Contractor’s Baseline Schedule shall include the following Milestone Schedule:

RFP RECAP NO. 14-23/24

<i>Marshall Fundamental School Softball Field Renovation</i>	
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CLOSING DATE AND TIME: 2/8/24, 3:00 PM

[illegible]

BID FORM

Marshall Fundamental Softball Field Improvements Project

Marshall Fundamental School

990 N Allen Ave, Pasadena, CA 91104

Bid No. 14-23/24

FOR

PASADENA UNIFIED SCHOOL DISTRICT

CONTRACTOR
NAME: ABIGAIL ELECTRIC INC

ADDRESS: 3111 W. Ramona Rd APT H

ALHAMBRA CA 91803

TELEPHONE: (323) 691 - 0466

EMAIL OGOMEZ@ABIGAILELECTRIC.COM

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

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the Owner, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of:

BID NO. 14-23/24

Marshall Fundamental Softball Field Improvements Project

in the District described above, all in strict conformance with the drawings and other Contract Documents on file at the Owner Offices of said Owner for amounts set forth herein.

2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

Number Addendum #1	Number Addendum #2	Number Addendum #3	Number	Number	Number	Number	Number
_____	_____	_____	_____	_____	_____	_____	_____

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3. BID RESPONSE BY SCHOOL AND TOTAL INCLUDING ALLOWANCE IN WORDS AND NUMERICAL AMOUNT

a. Base Bid Marshall Fundamental Softball Field Improvements Project

Four Hundred Fourty Nine Thousand Sex Hundred Twelve Dollars and Eighty Cents _____ DOLLARS

b. Allowance

Sixty Thousand Dollars

\$60,000

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

(Total of items a and b above)

Five Hundred Nine Thousand Six Hundred Twelve and Eighty Cents _____ DOLLARS

(\$ 509,612.80 _____)

4. Allowances: Allowances as set forth above are to be used as compensation for items as set forth by the District. The amounts listed are to be included in the base bid and shall be listed separately.

5. TIME FOR COMPLETION: The Owner may give a notice to proceed within ninety (90) days of the award of the bid by the Owner. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Special Conditions or as otherwise set forth in the Agreement awarded after bids are opened. By submitting this bid, Contractor has thoroughly studied the Bid Scope Packages and agrees that the Contract Time is adequate for the timely and proper completion of the Bid Scope Packages. Further, Contractor has included in the analysis of the time required for the completion of the Work in Bid Scope Packages, the requisite time to complete the Punch List.

In the event that the Owner desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the Owner. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

It is understood that the Owner reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

6. Attached is bid security in the amount of not less than ten percent (10%) of the bid for all Bid Scope Packages:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

7. The required List(s) of Designated Subcontractors are attached hereto.

8. The required Non-Collusion Declaration is attached hereto.

9. The Request for Substitution Form(s), if applicable, are attached hereto.

10. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the Owner a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the Owner the Performance Bond and Payment Bond, all within five (5) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the Owner's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents or as otherwise set forth in the Agreement awarded after bids are opened.

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

Oscar Gomez - President/ CEO

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

12. PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

13. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: CA License # 1091626 General B & C-10

License Expiration Date: 05/31/2024

Name on License: Oscar Gomez

Class of License: General B & C-10

DIR Registration Number: PW-LR-1000898406

If the bidder is a joint venture, each member of the joint venture must include the above information.

14. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom a Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the Owner may declare the bidder's bid deposit or bond forfeited as damages.

15. The bidder declares that he/she has carefully examined the location(s) of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions, Special Conditions, Addenda, Specifications, and all other documents contained in the Project Manual, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

I agree to receive service of notices at the e-mail address listed below.

I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Abigail Electric Inc

Proper Name of Company

Oscar Gomez

Name of Bidder Representative

3111 W Ramona Rd Apt H

Street Address

Alhambra, CA, 91803

City, State, and Zip

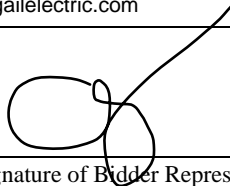
(323) 691-0466

Phone Number

ogomez@abigailelectric.com

E-Mail

By:



Signature of Bidder Representative

Date: 02/07/2024

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

All signatures must be made in permanent blue ink.

(INTENTIONALLY LEFT BLANK)

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION FORM**

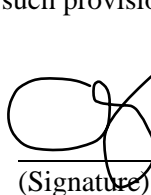
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

Labor Code Section 3700 in relevant part provides:

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

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public Owner, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

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



(Signature)

Oscar Gomez

(Print)

09/04/2023

(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

NON-COLLUSION DECLARATION

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

The undersigned declares:

I am the President [Title] of Abigail Electric Inc [Name of Company], the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 02/07/2024 [Date], at Alhambra [City], California [State].

Signed:  _____

Typed Name: Oscar Gomez

BID GUARANTEE FORM
(Use and submit only when not using a Bid Bond)

Accompanying this proposal is a cashier's check payable to the order of the Pasadena Unified School District or a certified check payable to the order of the Pasadena Unified School District in an amount equal to ten percent (10%) of the base bid for all Bid Scope Packages and alternates (\$ \$509,612.80).

The proceeds of this check shall become the property of said Owner, if, this proposal shall be accepted by the Owner through the Owner's Governing Board, and the undersigned fails to execute a Contract with and furnish the sureties required by the Owner within the required time; otherwise, said check is to be returned to the undersigned.

Abigail Electric Inc.

Bidder

Note: Use this form, in lieu of Bid Bond form, when a cashier's check or certified check is accompanying the bid

BID BOND FORM

Name of Principal Abigail Electric Inc.

Address 3111 West Ramona Road H

City of Alhambra, State of California

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

Address 3131 Camino del Rio N, Ste. 1450

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

THE CONDITION OF THE OBLIGATION OF THIS BOND IS THAT THE PRINCIPAL has submitted the accompanying
bid dated February 8, 2024for:

Bid Number14-23/24 - Marshall Fundamental Softball Field Improvements Project

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

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

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

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above-named on the 5th day of February, 20 24.

Abigail Electric Inc.

(Corporate Seal)

Principal

BY

Oscar Gomez

(Typed or Printed Name)

President

(Title)

SureTec Insurance Company

(Corporate Seal)

Surety

BY

Andrew J. Waterbury

(Typed or Printed Name)

Attorney-In-Fact

(Title)

Address: 2103 CityWest Blvd., Suite 1300

City, State, Zip: Houston, TX 77042

Phone Number: 713-812-0800

E-Mail: victor.ruiz@markel.com

(Attach Attorney-In-Fact Certificate)

CUPCCA Bid Number - *Bid Name*

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

COLORADO NOTARY ACKNOWLEDGEMENT (INDIVIDUAL)

State of Colorado

County of Denver

This record was acknowledged before me on February 5, 2024 (date) by
Andrew J. Waterbury (name[s] of individual[s]).

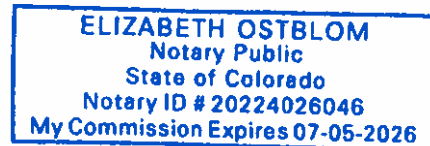


Signature of Notarial Officer
Elizabeth Ostblom
Notary Public

Title of Office

My Commission Expires: 07/05/2026

(Seal)



JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Karen A. Feggestad, Bradley J. Moody, Jody L. Anderson, Elizabeth Ostblom, Andrew J. Waterbury

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."


IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 24th day of January, 2023.

SureTec Insurance Company

By: 
Michael C. Keimig, President



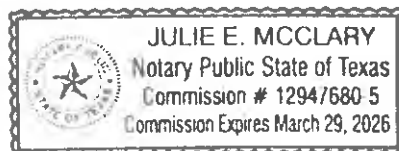
Markel Insurance Company

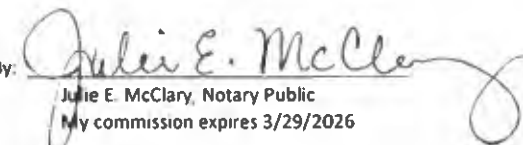
By: 
Lindey Jennings, Vice President

State of Texas
County of Harris.

On this 24th day of January, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By: 
Julie E. McClary, Notary Public
My commission expires 3/29/2026

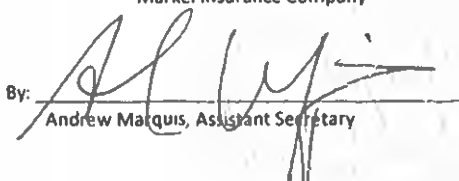
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 5th day of February, 2024.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Andrew Marquis, Assistant Secretary

Checklist of Mandatory Bid Forms

(For Contractor's use and reference only. Additional documents may be required so bidders should carefully review all Contract Documents and Bid Documents)

- ☐ Bid Form
- ☐ Designation of Subcontractors
- ☐ Non-Collusion Declaration
- ☐ Bid Bond (or Bid Guarantee form if Security is other than Bid Bond)
- ☐ Substitution Request Form (if Substitutions are being requested - If Substitution Request Form is not submitted then NO Substitutions will be allowed after the bids are opened)
- ☐ Contractor's Certificate Regarding Workers Compensation
- ☐ Contractor's Certificate Regarding Drug-Free Workplace
- ☐ Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy

DESIGNATION OF SUBCONTRACTORS

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each Bidder shall set forth below for each Bid Scope Package: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor, who will perform work or labor or work or improvement to be performed under this Contract, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a Contractor fails to specify a subcontractor, or if a Contractor specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent of the Contractor's total bid, the Contractor shall be deemed to have agreed that the Contractor is fully qualified to perform that portion, and that the Contractor alone shall perform that portion.

No Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.

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

NOTE: A separate list of subcontractors must be provided for each Bid Scope Package and must specify the applicable Bid Scope Package by name in the space provided. If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such Alternate.

DESIGNATION OF SUBCONTRACTORS FORM

BID SCOPE PACKAGE NO. ____

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	<i>E-Mail & Telephone*</i>	<i>DIR Registration Number*</i>

NONE

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	<i>E-Mail & Telephone*</i>	<i>DIR Registration Number*</i>

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

Proper Name of Bidder: Abigail Electric Inc.

Date: 02/07/2024

Name: Oscar Gomez

Signature of Bidder
Representative:

Address: 3111 W. Ramona Rd Apt H Alhambra CA 91803

Phone: 323-691-0466

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

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

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

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

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

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

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

DATE: 02/07/2024

Abigail Electric Inc

CONTRACTOR

By: _____

Signature

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

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

DATE: 02/07/2024 _____

Abigail Electric Inc

CONTRACTOR

By: _____

Signature

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

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

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

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

I. BACKGROUND:

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

Project Scope

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

II. STAFF ANALYSIS:

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

Attachment: Proposed Project Request

**APPROVED by the Board of
Education of the Pasadena
Unified School District on
the above mentioned date.**

III. FISCAL IMPACT:

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

Pasadena Unified School District

Board of Education Agenda

September 22, 2022

Submitted by: Leslie Barnes

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

Funding title/code:

Title: Measure O Capital Projects Fund.

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

21.3-97109.0-00000-850000-6270-0950000 - \$396,000

Approved:



Brian O. McDonald, Ed.D.
Superintendent

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

APPROVED by the Board of
Education of the Pasadena
Unified School District on
the above mentioned date.

MEASURE O PROGRAM

PROPOSED PROJECT REQUEST #006

Attachment: BR 1575-F

September 2, 2022

PASADENA
Unified School District

PROPOSED PROJECT TITLE	PROPOSED SCHOOL SITE	PROJECT PROPOSED ON
Marshall Softball Field Repair and Renovation	Marshall Fundamental	August 15, 2022

PROJECT SUMMARY:

BACKGROUND:

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

PROJECT DESCRIPTION

Project Scope

- 1) Remove existing first base, third base, home plate fencing
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- 7) In-field renovation
 - a. Grade and level infield including removal as required of grass edging around infield for proper infield dimensions. Provide for drainage.
 - b. Add additional infield material (Angel Mix) as required for correct transition to outfield grass
 - c. Install new Homeplate, pitchers' mound and bases with new mounts
 - d. Infield will meet CIF regulations
- 8) Install ADA Path of Travel Concrete Sidewalk
- 9) DSA Certification

NEXT STEPS

Board Approval: Submit the project summary to BOE for approval to proceed.

Bid/Award:

Architectural Services: Contract for design services

Construction: Advertise for bid and award for construction.

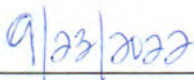
PROPOSED BUDGET SOURCE: MEASURE O (CAPITAL PROJECTS)

TARGET MILESTONES	PLANNED	PRELIMINARY BUDGET (ROM)	
Board Approval	Dec 2022	<u>HARD COSTS</u>	
Design Phase	Oct 2022	Design/Bid/Inspection	\$20,000.00
Obtain DSA Approval (if required)	Nov 2022	Construction	\$360,000.00
Bid/Award Phase	Dec 2022	Contingency/Other	\$36,000.00
Board Approval to Award (for Contract)	Jan 2023		
Construction Phase	Feb 2023	TOTAL	\$416,000.00

Michelle Bailey, Facilities Committee Chair


Dr. Leslie Barnes, Chief Finance & Operations Officer

Date


Date

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

Topic: APPROVAL OF AWARD FOR REQUEST FOR PROPOSALS (RFP) #15-23/24 TO AMAZING ELECTRIC, INC FOR THE RESTROOM RELOCATION ODYSSEY NORTH PROJECT

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approve the award of RFP #15-23/24 to Amazing Electric, Inc. for the Restroom Relocation Odyssey North Project.

Anticipated Effect on Student Outcomes: Implementation of Developer Fee Projects to ensure a modern, safe, and orderly environment that supports and inspires student learning.

I. BACKGROUND:

On September 22, 2022, BR 1575-F was approved to proceed with the preparation of bids and procurement for the Restroom Relocation Odyssey North Project. The estimated budget for this project was \$285,000. RFP 15-23/24 was issued on January 4, 2024, and Bids were received on February 8, 2024.

II. STAFF ANALYSIS:

Staff reviewed the ten submitted bids. Amazing Electric, Inc. was the lowest responsible bidder. As a result of this selection, the Board is requested to approve the Award to Amazing Electric, Inc. for a total project price of \$82,700.00. This includes the base contract of \$57,700 and District allowance of \$25,000.

Attachments: RFP #15-23/24, Bid Sheet, Amazing Electric, Inc. Proposal, BR 1586-F

III. FISCAL IMPACT:

Funds in the amount of \$82,700.00 are available in the Developers Fee Fund, as listed.

Pasadena Unified School District

Board of Education Agenda

March 28, 2024

Submitted by:

Elizabeth J. Blanco, Ed.D., Interim Superintendent

Funding title/code:

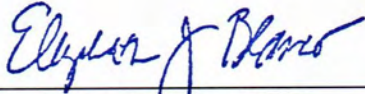
Title: Restroom Relocation Odyssey North Project

Code: 25.0-00000.0-00000-85000-6270-1040000

Title: Restroom Relocation Odyssey North Project

Code: 25.0-00000.0-00000-85000-6999-1040000

Approved:

A handwritten signature in blue ink, appearing to read "Elizabeth J. Blanco", written over a horizontal line.

Elizabeth J. Blanco, Ed. D.
Interim Superintendent

Originated by: Manuel Carrasco, Director of Facilities, Maintenance, Operations and Transportation



PASADENA UNIFIED SCHOOL DISTRICT

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

BIDDING DOCUMENTS

for

Restroom Relocation Odyssey North Project

AT

Audubon Elementary School

725 West Altadena Dr. Altadena, CA 91001

Bid No. 15-23/24

PASADENA UNIFIED SCHOOL DISTRICT

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

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NOTICE INVITING BIDS
PASADENA UNIFIED SCHOOL DISTRICT

NOTICE IS HEREBY GIVEN that the Pasadena Unified School District of Los Angeles County, California, acting by and through its Governing Board, hereinafter referred to as the "Owner" or "District", will receive prior **2:00 PM on the 8th day of February 2024** sealed bids for the award of a Contract for the following:

BID NO. 15-23/24

Restroom Relocation Odyssey North Project

All bids shall be made and presented only on the forms presented by the Owner. Bids shall be uploaded to PlanetBids. Bid Shall be opened and reviewed. The apparent lowest responsible bid will be notified. Any bids received after the time specified above or after any extensions due to material changes shall be returned unopened.

The Contract Time is 68 days.

CONTRACTOR should consult the General Conditions, Special Conditions, Supplementary Conditions, and General Requirements regarding Milestones and Liquidated Damages.

Basis of Award

A responsible bidder who submitted the lowest bid as determined by this section shall be awarded the contract, if it is awarded.

Allowances (See Section 13 of the Instructions to Bidders)

Allowances as set forth in the Bid Form are to be used as compensation for items as set forth by the District. The amounts listed in the Bid Form are to be included in the base bid and shall be listed separately. The Allowance is Controlled and Authorized by the District at its sole discretion.

Allowance for this Project Bid: \$25,000.

Miscellaneous Information

Bid documents are available on PlanetBids.

Bids shall be received as uploads to PlanetBids and shall be opened and results posted to PlanetBids.

There will be a mandatory **Pre-Bid Conference at 10:00 AM Wednesday January 17th, 2024, at Audubon Elementary School 725 West Altadena Dr. Altadena, CA 91001.** Any Contractor bidding on the Project who fails to attend the entire mandatory job walk and conference will be deemed a non-responsive bidder and will have its bid returned unopened.

Requests for Clarifications are Due by 4:00 PM Thursday January 25, 2024. See "Instructions to Bidders" Section 9 Interpretation of Plans and Documents/Pre-Bid Clarification.

Each bidder shall be a licensed contractor pursuant to the California Business and Professions Code, and be licensed to perform the work called for in the Contract Documents. The successful bidder must possess a valid and active Class B License at the time of award and throughout the duration of this Contract. The Contractor's California State License number shall be clearly stated on the bidder's proposal

Subcontractors shall be licensed pursuant to California law for the trades necessary to perform the Work called for in the Contract Documents.

Each bid must strictly conform with and be responsive to the Contract Documents as defined in the General Conditions.

The Owner shall award a Contract for the completion of each Bid Scope Package Project pursuant to Public Contract Code section 20118.1. Public Contract Code section 20118.1 authorizes school districts to contract with one of the three lowest responsible bidders for the procurement and/or maintenance of electronic data processing systems and supporting software in any manner the Governing Board deems appropriate including, but not limited to, negotiated procurement. Thus, the Owner may conduct post-bid discussions and negotiations with the three lowest responsible bidders and select the winning bidder or bidders based on these discussions. By submitting a bid, all bidders agree to engage in good-faith negotiations with the Owner if identified by the Owner as one of the three lowest responsible bidders and understand that a Contract may be negotiated and awarded to **ANY** of the three lowest responsible bidders who fits the needs and best interest of the Owner as solely determined by the Owner.

In accordance with California Public Contract Code Section 22300, the Owner will permit the substitution of securities for any moneys withheld by the Owner to ensure performance under the Contract.

Each bidder's bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the District; (3) a certified check made payable to the District; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure section 995.120, made payable to the District in the form set forth in the Contract Documents. Such bidder's security must be in an amount not less than ten percent (10%) of the maximum amount of bid as a guarantee that the bidder will enter into the proposed Contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds, insurance certificates and any other required documents. In the event of failure to enter into said Contract or provide the necessary documents, said security will be forfeited.

Prevailing wages are applicable to the Project. These per diem rates, including holiday and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes, are available from the Director of the Department of Industrial Relations. Pursuant to California Labor Code Sections 1720 et seq., it shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

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

The Contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

Separate payment and performance bonds, each in an amount equal to 100% of the total Contract amount issued by a California admitted surety as defined in California Code of Civil Procedure Section 995.120, are required, and shall be provided to the Owner prior to execution of the Contract and shall be in the form set forth in the Contract Documents.

Where applicable (including projects receiving funding under the State School Facilities Program), bidders must meet the requirements set forth in Public Contract Code Section 10115 et seq., Military and Veterans Code Section 999 et seq. and California Code of Regulations, Title 2, Section 1896.60 et seq. regarding Disabled Veteran Business Enterprise ("DVBE") Programs.

It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

PASADENA UNIFIED SCHOOL DISTRICT

INSTRUCTIONS TO BIDDERS

1. Preparation of Bid Form and Bidding Procedures. Proposals under these specifications shall be submitted on the blank forms furnished herewith including, but not limited to, the forms in the Special Conditions, at the time and place stated in the Notice Calling for Bids. Each bidder shall review and comply with all bidding instructions and requirements set forth in the Special Conditions. All blanks in the Bid Form must be appropriately filled in, and all proposed prices must be stated clearly and legibly in both words and numerals. All bids must be signed by the bidder in permanent ink and submitted in sealed envelopes, bearing on the outside, the bidder's name, address, telephone number, and California Contractor's License number, and the name of the Project for which the bid is submitted. The Owner reserves the right to reject any bid if all of the above information is not furnished. It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

2. Bid Security. Each bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the Owner; (3) a certified check made payable to the Owner; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure Section 995.120, made payable to the Owner, in the form set forth in the Contract Documents. Such bidder's security must be in an amount not less than **ten percent (10%)** of the maximum amount of such bidder's bid for all Bid Scope Packages as a guarantee that the bidder will enter into the Contract if selected by the Owner as one of the three lowest responsible bidders, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds, insurance certificates and any other required documents. In the event that a bidder is awarded the Contract and such bidder fails to enter into said Contract or provide the surety bond or bonds within five (5) calendar days after award of the Contract to bidder, said security will be forfeited.

3. Signature. The bid form, all bonds, all designations of subcontractors, the Contractor's Certificate, the Agreement, and all Guarantees must be signed in permanent ink in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

If bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from the President and one from the Secretary or Assistant Secretary. Alternatively, the signature of other authorized officers or agents may be affixed, if a certified copy of the resolution of the corporate board of directors authorizing them to do so is provided to the Owner. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal.

If bidder is a partnership, the true name of the firm shall first be set forth, together with the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a statement of partnership acknowledging the signer to be a general partner is presented to the Owner, in which case the general partner may sign.

Bids submitted as joint ventures must so state and be signed by each joint venturer.

Bids submitted by individuals must be signed by the bidder unless an up to date power-of-attorney is on file in the Owner office, in which case, said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where a fictitious name is used, it must be so indicated in the signature.

4. Modifications. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in the Owner's rejection of the bid as not being responsive to the Notice Inviting Bids. **No oral or telephonic modification of any bid submitted will be considered.**

5. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that the Owner determines that any bid is unintelligible, inconsistent, or ambiguous, the Owner may reject such bid as not being responsive to the Notice Inviting Bids.

6. Examination of Site and Contract Documents. Each bidder shall visit the site of the proposed work and become fully acquainted with the conditions relating to the construction and labor so that the facilities, difficulties, and restrictions attending the execution of the work under the Contract are fully understood. Bidders shall thoroughly examine and be familiar with the drawings, specifications and all other documents and requirements that are attached to and/or contained in the Project Manual. The failure or omission of any bidder to receive or examine any Contract Documents, Special Conditions, form, instrument, addendum, or other document or to visit the site and become acquainted with conditions there existing shall not relieve any bidder from obligations with respect to the bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section. Bidders shall not, at any time after submission of the bid, dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done.

7. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned upon demand therefor.

No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.

8. Agreements and Bonds. The Agreement form which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds which will be required to be furnished at the time of execution of the Agreement, are included in the bid documents and should be carefully examined by the bidder. The number of executed copies of the Agreement, the Performance Bond, and the Payment Bond required is two (2). Payment and Performance bonds must be executed by an admitted surety insurer as defined in Code of Civil Procedure 995.120.

9. Interpretation of Plans and Documents/Pre-Bid Clarification. If any prospective bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in, or omissions, a written request for an interpretation or correction thereof may be submitted to the Owner. The bidder submitting the request shall be responsible for its prompt delivery. **Any interpretation or correction of the Contract Documents will only be made by Addendum duly issued, and a copy of such Addendum will be made available for each contractor receiving a set of the Contract Documents.** No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation be binding on the Owner. If discrepancies on drawings, specifications or elsewhere in the Contract Documents are not covered by addenda, bidder shall include in their bid methods of construction and materials for the higher quality and complete assembly. Each request for clarification shall be submitted in writing, via email, to only the following persons:

TO: Sam Maissian, Project Manager at email: spo-maissions@pusd.us

CC: Reima McDade, Project Engineer at email: spo-mcdader@pusd.us

Each transmitted request shall contain the name of the person and/or firm filing the request, address, telephone and fax number, Specifications and/or Drawing number, and document title. Bidder is responsible for the legibility of hand written requests. Pre-bid clarification request shall be filed by **4:00 PM Thursday January 25, 2024**. Requests received after that date shall not be considered or responded to. A written response to timely pre-bid clarifications requests which materially affects the bidders price will be made by Addendum issued by the Pasadena Unified School District by **4:00 PM Thursday February 1, 2024**

10. Cone of Silence and Prohibited Communication

a. Maintain the Cone of Silence. Contractors shall maintain a Cone of Silence during required times of the contracting process to ensure that the process is shielded from even the appearance of undue influence. Contractors and their Representatives risk disqualification from consideration if they engage in prohibited communication during the restricted period(s).

b. Restricted Period. During the Competitive Contracting Process to ensure a level playing field with an open and uniform competitive contracting process, Contractors and their Representatives must maintain a Cone of Silence from the time when an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Interest and Bid (RFIB), Request for Quote, Request for Qualification, or any other solicitation release is announced until the time a contract award recommendation is made public by the Board Secretariat's posting of the board report for the contract to be approved. During the time under the Cone of Silence, Contractors and their Representatives are prohibited from making any contact on any part of a proposal, negotiation, or contract with any PUSD official as this could appear to be an attempt to curry favor or influence. An "PUSD official" is broadly defined to include "any board member, employee, consultant or advisory member of PUSD" who is involved in making recommendations or decisions for PUSD.

c. Prohibited Communication. Examples of prohibited communication by Contractors and their Representatives under the Cone of Silence include, but are not limited to:

- i. Contact of PUSD Officials, including members of the department initiating a contract, or members who will serve on an evaluation team for any contract information that is not uniformly available to all other bidders, proposers or contractors;
 - ii. Contact of PUSD Officials, including Board Members and their staff, to lobby on any aspect relating to a contract matter under consideration, negotiation, protest or dispute;
 - iii. Contact of PUSD Officials in the particular department requesting a competitive contract to discuss other business or partnership opportunities.
- d. Exceptions. The following are exceptions to the Cone of Silence and Prohibited Communications:
- i. Open and uniform communications which are made as part of the procurement process such as the pre-bid or pre-proposal meetings or other exchanges of information which are given to all proposers;

- ii. (ii) interviews or presentations to evaluation committee members which are part of the procurement process;
 - iii. (iii) clarification requests made in writing, under the terms expressly allowed for in an PUSD contracting document, to the appropriate designated contract official(s);
 - iv. (iv) negotiations with PUSD's designated negotiation team members;
 - v. (v) protests which follow the process outlined by PUSD's protest policies and procedures.
11. Bidders Interested in More Than One Bid. No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one prime bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or making a prime proposal.
12. Award of Contract. A Contract will be awarded to any one of the three (3) lowest responsive responsible bidders for any or all of the Bid Scope Packages pursuant to Public Contract Code section 20118.1 and by action of the governing Board. The Owner reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. In the event an award is made to a bidder, and such bidder fails or refuses to execute the Contract and provide the required documents within Ten (10) calendar days after award of the Contract to bidder, the Owner may award the Contract to one of the remaining three lowest responsible and responsive bidders or release all bidders. **Each bid must conform and be responsive to the Contract Documents as defined in the General Conditions.**
13. Bid Protest Procedure. Any bidder may file a bid protest. The protest shall be filed in writing with the Owner's Director of Facilities not less than three (3) working days after the Notice of Intent to Award (NOITA) is issued and posted to PlanetBids. An e-mail address shall be provided and, by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the Protest and Protest related questions. The protest shall specify the reasons and facts upon which the protest is based.
- a. Resolution of Bid Controversy: Once a bid protest is received, all interested parties will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder being protested will be given an opportunity to rebut the evidence and present evidence that such apparent low bidder should be allowed to perform the Work. If deemed appropriate by the Owner, an informal hearing will be held. Owner will issue a written decision within fifteen (15) days of receipt of the protest, unless factors beyond the Owner's reasonable control prevent such resolution. The Decision on the Bid Protest will be copied to all parties involved in the protest.
 - b. Finality. The decision concerning the Bid controversy will be final and not subject to any further Appeals.
 - c. Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.
14. Allowances. Allowances as set forth in the Bid Form are to be used as compensation for items as set forth by the District. The amounts listed in the Bid Form are to be included in the base bid and shall be listed separately. The Allowance is Controlled and Authorized by the District at its sole discretion.
15. Alternates. If alternate bids are called for, the Contract may be awarded at the election of the Governing Board to one of the three lowest responsible responsive bidders using the method and procedures outlined in the Notice Inviting Bids and as specified in the section entitled Alternate/Deductive Bid Alternates.
16. Listing Subcontractors. Each bidder shall submit with his bid, on the form furnished with the Contract Documents, a list of the names, license numbers, scopes of work, locations of the places of business, contact information, and Department of Industrial Relations ("DIR") registration numbers of each subcontractor who will perform work or labor or render service to the bidder in or about the project, or a subcontractor who under subcontract to the bidder, specially fabricates and installs a portion of the work, in an amount in excess of one-half of 1 percent of the bidder's total bid as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100, et seq.) Pursuant to Labor Code section 1725.5, all subcontractors (of any tier) performing work on this Project must be properly registered with DIR.
17. Workers' Compensation. In accordance with the provisions of Labor Code Section 3700, the successful bidder as the Contractor shall secure payment of compensation to all employees. The Contractor shall sign and file with the Owner the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as a part of the Bid Package.
18. Contractor's License. To perform the work required by this notice, the Contractor must possess the Contractor's License as specified in the Notice Inviting Bids, and the Contractor must maintain the license throughout the duration of the Contract. If, at the time of award of the Contract, bidder is not licensed to perform the Project in accordance with Division 3, Chapter 9, of the

Business and Professions Code for the State of California and the Notice to Contractors calling for bids, such bid will not be considered and the Contractor will forfeit its bid security to the Owner.

19. Preference for Materials and Substitutions.

a. Request for Substitution. Bidder may, unless otherwise stated, offer any material, process, article, etc., which is materially equal or better in every respect to that so indicated or specified in the Contract Documents ("Specified Item") and which will completely accomplish the purpose of such Specified Item. However, any alternative item shall not be reviewed, considered or accepted/rejected by the Owner until after the bids are opened and the three lowest responsible bidders are identified. Once the three lowest bidders are identified, the Owner may consider any substitution item as part of its post-bid discussions with the three lowest responsible bidders pursuant to Public Contract Code section 20118.1. All bids will be assessed based on the prices provided by the bidders for the Specified Items. Therefore, all bidders must supply prices for the items listed in the Contract Documents even if the bidder plans to submit an alternative item in place of any of the Specified Items. Any bidder who fails to provide a price for any of the Specified items, or attempts to replace the Specified Item price with a substituted item's price, shall be deemed non-responsive.

b. If bidder desires to offer a substitution for a Specified Item, such bidder must make a request in writing on the Owner's Request for Substitution form ("Request Form") that is included in the Special Conditions and must submit the completed Request Form with the bidder's bid. The Request Form must be accompanied by evidence as to whether the proposed substitution:

1. Is equal in quality, service, and ability to the Specified Item;
2. Will entail no changes in detail, construction and scheduling of related work;
3. Will be acceptable in consideration of the required design and artistic effect;
4. Will provide no cost disadvantage to the Owner;
5. Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
6. Will require no change in the construction schedule.

The Request Form will not be reviewed, assessed or considered until the Owner opens the bids and identifies the three lowest responsible bidders. In completing the Request for Substitution Form, bidder must state with respect to each requested substitution whether bidder will agree to provide the Specified Item in the event that the Owner denies bidder's request for substitution of a Specified Item. In the event that bidder does not agree in the Request Form to provide the Specified Item and the Owner denies the requested substitution, the bidder's bid shall be considered non-responsive. In the event that bidder has agreed in the Request Form to provide the Specified Item and the Owner denies bidder's requested substitution for a Specified Item, bidder shall execute the Agreement and provide the Specified Item without any additional cost or charge to the Owner, and if bidder fails to execute the Agreement with the Specified Item(s), bidder's bid bond will be forfeited. Pursuant to Public Contract Code section 20118.1, the Owner may choose any of the three lowest responsible bidders. Thus, it is up to the sole and exclusive discretion of the Owner whether to consider any alternative items after bids are opened and the three lowest bidders are identified.

After the bids are opened, if requested by the Owner, the bidder shall provide, within five (5) calendar days of opening such bids, any and all drawings, specification, samples, performance data, calculations, and other information as may be required to assist the Architect and the Owner in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the bidder.

The Owner will make its final decision as to whether the bidder's request for substitution for any Specified Items will be granted during the post-bid discussions with the three lowest responsible bidders. The Owner shall have sole discretion in deciding as to whether a proposed request for substitution is equal to or better than a Specified Item. The Owner, at its sole discretion, shall determine if and how the substitutions are assessed, reviewed, or considered. Any request for substitution which is granted by the Owner shall be documented and processed through a Change Order. The Owner may condition its approval of any substitution upon delivery to the Owner of an extended warranty or other assurances of adequate performance of the substitution. Any and all risks of delay due to DSA, or any other governmental agency having jurisdiction shall be on the bidder. Nothing stated herein shall obligate the Owner to consider, review or accept any substituted items.

20. Disqualification of Bidders and Proposals. More than one proposal for the same Bid Scope Package from any individual, firm, partnership, corporation, or association under the same or different names will not be accepted; and reasonable grounds for believing that any bidder is interested in more than one proposal for the same Bid Scope Package will be cause for rejecting all proposals in which such bidder is interested and the bidder will forfeit their bid security to the Owner.

21. Unbalanced or Altered Bids. Proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the bidder has been omitted may be rejected. If, in the Owner's sole discretion, it determines any pricing, costs or other information submitted by a bidder may result in an unbalanced bid, the Owner may deem such bid non-responsive. A bid may be determined by the Owner to be unbalanced if the bid is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if

there is a reasonable doubt that the bid will result in the lowest overall cost to the Owner even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advanced payment.

22. Employment of Apprentices. The Contractor and all Subcontractors shall comply with the provisions of California Labor Code including, but not limited to sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices. The Contractor and any Subcontractor under him shall comply with the requirements of said sections, including applicable portions of all subsequent amendments in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code sections, for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

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

24. Wage Rates, Travel and Subsistence.

a. The Contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. Pursuant to Labor Code Sections 1770 et. seq., the Owner has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the Owner to any interested party on request and are also available from the Director of the Department of Industrial Relations. The Contractor shall obtain copies of the above-referenced prevailing wage sheets and post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

b. Any worker employed to perform work on the Project and such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

c. Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law.

d. These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the administrative office of the Owner, located as noted above and are also available from the Director of the Department of Industrial Relations. It is the Contractor's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

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

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

26. Obtaining Bidding Documents. Bidding Documents, may be obtained from:

Bidder shall utilize a complete set of Bidding Documents in preparing a bid. The failure or omission of bidder to receive any Bidding Document, form, instrument, Addendum, or other document shall not relieve bidder from any obligations with respect to the bid and/or Contract.

27. Addenda. Clarification or any other notice of a change in the Bidding Documents will be issued only by the Owner and only in the form of a written Addendum, transmitted by fax, e-mail, or available for pick up to all who are known by the issuing office to have received a complete set of Bidding Documents. Any other purported Addenda are void and unenforceable.

Bidder is responsible for ascertaining the disposition of all Addenda issued regardless of Owner notification and to acknowledge all Addenda in the submitted sealed bid prior to the bid opening. Copies of Addendum will be made available for inspection wherever Bidding Documents are on file for inspection. Each Addendum will be numbered, dated, and identified with the Project number. Oral statements or any instructions in any form, other than Addendum as described above, shall be void and unenforceable. Any Addendum issued by the Owner and not noted as being acknowledged by bidder as required in the Bid Form, may result in the bid being deemed non-responsive.

Checklist of Mandatory Bid Forms

(For Contractor's use and reference only. Additional documents may be required so bidders should carefully review all Contract Documents and Bid Documents)

- ☐ Bid Form
- ☐ Designation of Subcontractors
- ☐ Non-Collusion Declaration
- ☐ Bid Bond (or Bid Guarantee form if Security is other than Bid Bond)
- ☐ Substitution Request Form (if Substitutions are being requested - If Substitution Request Form is not submitted then NO Substitutions will be allowed after the bids are opened)
- ☐ Contractor's Certificate Regarding Workers Compensation
- ☐ Contractor's Certificate Regarding Drug-Free Workplace
- ☐ Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy

PROJECT NAME:	Restroom Relocation Odyssey North Project		
BID NUMBER:	15-23/24		
TO:	Sam Maissian Project Manager	EMAIL:	spo-maissions@pusd.us

DATE:			
FROM:		EMAIL:	
DOCUMENT/DIVISION NUMBER:		DRAWING NUMBER:	

REQUESTED CLARIFICATION:
RESPONSE TO CLARIFICATION:

Restroom Relocation Odyssey North Project
Pasadena Unified School District

DESIGNATION OF SUBCONTRACTORS

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each Bidder shall set forth below for each Bid Scope Package: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor, who will perform work or labor or work or improvement to be performed under this Contract, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a Contractor fails to specify a subcontractor, or if a Contractor specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent of the Contractor's total bid, the Contractor shall be deemed to have agreed that the Contractor is fully qualified to perform that portion, and that the Contractor alone shall perform that portion.

No Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.

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

NOTE: A separate list of subcontractors must be provided for each Bid Scope Package and must specify the applicable Bid Scope Package by name in the space provided. If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such Alternate.

DESIGNATION OF SUBCONTRACTORS FORM

BID SCOPE PACKAGE NO. ____

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	<i>E-Mail & Telephone*</i>	<i>DIR Registration Number*</i>

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	<i>E-Mail & Telephone*</i>	<i>DIR Registration Number*</i>

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

Proper Name of Bidder: _____

Date: _____

Name: _____

Signature of Bidder _____

Representative: _____

Address: _____

Phone: _____

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

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

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

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

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

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

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

DATE: _____

CONTRACTOR

By: _____
Signature

**CONTRACTOR’S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND
TOBACCO-FREE CAMPUS POLICY**

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

DATE: _____

CONTRACTOR

By: _____
Signature

BID FORM

Restroom Relocation Odyssey North Project

Audubon Elementary School

725 West Altadena Dr. Altadena, CA 91001

Bid No. 11-22/23

FOR

PASADENA UNIFIED SCHOOL DISTRICT

CONTRACTOR
NAME:

ADDRESS:

TELEPHONE: ()

FAX: ()

EMAIL

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

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the Owner, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of:

BID NO. 15- 23/24

Restroom Relocation Odyssey North Project

in the District described above, all in strict conformance with the drawings and other Contract Documents on file at the Owner Offices of said Owner for amounts set forth herein.

2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

Number	Number	Number	Number	Number	Number	Number	Number
_____	_____	_____	_____	_____	_____	_____	_____

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3. BID RESPONSE BY SCHOOL AND TOTAL INCLUDING ALLOWANCE IN WORDS AND NUMERICAL AMOUNT

a. Base Bid

_____ DOLLARS

(\$ _____)

b. Allowance

Twenty-five Thousand Dollars

(\$25,000)

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

(Total of items a and b above)

_____ DOLLARS

(\$ _____)

4. Allowances: Allowances as set forth above are to be used as compensation for items as set forth by the District. The amounts listed are to be included in the base bid and shall be listed separately.

5. **TIME FOR COMPLETION:** The Owner may give a notice to proceed within ninety (90) days of the award of the bid by the Owner. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Special Conditions or as otherwise set forth in the Agreement awarded after bids are opened. By submitting this bid, Contractor has thoroughly studied the Bid Scope Packages and agrees that the Contract Time is adequate for the timely and proper completion of the Bid Scope Packages. Further, Contractor has included in the analysis of the time required for the completion of the Work in Bid Scope Packages, the requisite time to complete the Punch List.

In the event that the Owner desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the Owner. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

It is understood that the Owner reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

6. Attached is bid security in the amount of not less than ten percent (10%) of the bid for all Bid Scope Packages:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

7. The required List(s) of Designated Subcontractors are attached hereto.

8. The required Non-Collusion Declaration is attached hereto.

9. The Request for Substitution Form(s), if applicable, are attached hereto.

10. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the Owner a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the Owner the Performance Bond and Payment Bond, all within five (5) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the Owner's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents or as otherwise set forth in the Agreement awarded after bids are opened.

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

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

12. PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

13. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: _____

License Expiration Date: _____

Name on License: _____

Class of License: _____

DIR Registration Number: _____

If the bidder is a joint venture, each member of the joint venture must include the above information.

14. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom a Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the Owner may declare the bidder's bid deposit or bond forfeited as damages.

15. The bidder declares that he/she has carefully examined the location(s) of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions, Special Conditions, Addenda, Specifications, and all other documents contained in the Project Manual, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

I agree to receive service of notices at the e-mail address listed below.

I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Proper Name of Company

Name of Bidder Representative

Street Address

City, State, and Zip

()

Phone Number

()

Fax Number

E-Mail

By: _____ Date: _____
Signature of Bidder Representative

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

All signatures must be made in permanent blue ink.

(INTENTIONALLY LEFT BLANK)

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION FORM**

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

Labor Code Section 3700 in relevant part provides:

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

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public Owner, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

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

(Signature)

(Print)

(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

NON-COLLUSION DECLARATION

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company], the party making the foregoing bid.

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

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

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

Signed: _____

Typed Name: _____

BID GUARANTEE FORM
(Use and submit only when not using a Bid Bond)

Accompanying this proposal is a cashier's check payable to the order of the Pasadena Unified School District or a certified check payable to the order of the Pasadena Unified School District in an amount equal to ten percent (10%) of the base bid for all Bid Scope Packages and alternates (\$_____).

The proceeds of this check shall become the property of said Owner, if, this proposal shall be accepted by the Owner through the Owner's Governing Board, and the undersigned fails to execute a Contract with and furnish the sureties required by the Owner within the required time; otherwise, said check is to be returned to the undersigned.

Bidder

Note: Use this form, in lieu of Bid Bond form, when a cashier's check or certified check is accompanying the bid

BID BOND FORM

Name of Principal _____

Address _____

City of _____, State of _____

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

Address _____

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

THE CONDITION OF THE OBLIGATION OF THIS BOND IS THAT THE PRINCIPAL has submitted the accompanying bid dated _____, 20__ for:

Bid No. 11-22/23 Restroom Relocation Odyssey North Project

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

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

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

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above-named on the ____ day of _____, 20____.

Principal

(Corporate Seal)

BY _____

(Typed or Printed Name)

(Title)

Surety

(Corporate Seal)

BY _____

Address: _____

(Typed or Printed Name)

City, State, Zip: _____

Phone Number: _____

(Title)

E-Mail: _____

(Attach Attorney-In-Fact Certificate)

Bid Number 11-22/23 Restroom Relocation Odyssey North Project

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

AGREEMENT FORM

THIS AGREEMENT, entered into this ____ day of _____, 20__ in the County of Los Angeles of the State of California, by and between the Pasadena Unified School District, hereinafter called the "Owner" or the "District", and _____, hereinafter called the "Contractor".

WITNESSETH that the Owner and the Contractor for the consideration stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with *Restroom Relocation Odyssey North Project* Bid No. 15-23/24 (the "Project") in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The Owner may give notice to proceed within ninety (90) days of the award of the bid by the Owner. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion (See Article 1.1.46) of the Work within Sixty Eight (68) calendar days from receipt of the Notice to Proceed. This shall be called Contract Time. (See Article 8.1.1). It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project is adequate for the timely and proper completion of the Project within the Contract time.

In the event that the Owner desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the Owner. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the Owner's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the Owner within ten (10) days after receipt by the Contractor of the Owner's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the Owner, the Owner shall only be obligated to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the Owner shall have the authority to award the Contract to one of the remaining three lowest responsible bidders pursuant to Public Contract Code section 20118.1.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the Owner the sum of Five Hundred Dollars (\$500) per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the Owner may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions). This Article shall not be construed as preventing the Owner from the recovery of damages (actual or other) under the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of _____ DOLLARS (\$ _____), said sum being the total amount stipulated between the Owner and Contractor, pursuant to the terms and conditions of the Contract Documents, for the completion of the Scope of Work set forth in Article I above. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the Owner, subject to the monetary limitations set forth in Public Contract Code Section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the Owner and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, Owner, Architect, Construction Manager, Inspector, the State of California and their officers,

employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the Owner, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required 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 herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

- Notice Inviting Bids
- Instructions to Bidders
- Designation of Subcontractors
- Non-Collusion Declaration
- Bid Bond
- Bid Form
- Contractor's Certificate Regarding Worker's Compensation
- Agreement Form
- Payment Bond
- Performance Bond
- Guarantee
- Escrow Agreement for Security Deposit In Lieu of Retention
- Workers' Compensation/Employers Liability Endorsement
- General Liability Endorsement
- Automobile Liability Endorsement
- General Conditions
- Supplementary and Special Conditions
- Specifications
- All Addenda as Issued
- Drawings/Plans
- Requirements, Reports and/or Documents in the Project Manual or Other Documents Issued to Bidders

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the Owner and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

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

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code Section 8546.7 (and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the Owner and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

ARTICLE 10 - CONTRACTOR'S LICENSE: The Contractor must possess throughout the Project a Class _____ Contractor's License, issued by the State of California, which must be current and in good standing.

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

DISTRICT:

CONTRACTOR:

Typed or Printed Name

Typed or Printed Name

Title

Title

Signature

Signature

Dated: _____

Type or Printed Name

Title (Authorized Officers or Agents)

Signature

(CORPORATE SEAL)

PAYMENT BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the PASADENA UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 9550;

NOW, THEREFORE, We, _____, the undersigned Contractor, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the PASADENA UNIFIED SCHOOL DISTRICT and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ Dollars (\$ _____), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any

person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for
service for service of process in California)

Telephone: _____

Telephone: _____

STATE OF CALIFORNIA)

) ss.

COUNTY OF)

On _____ before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

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

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the PASADENA UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the PASADENA UNIFIED SCHOOL DISTRICT in the sum of _____ Dollars (\$ _____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract Price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligee under the Contract and any modifications thereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract. Obligee shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligee may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligee, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 20__.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$_____ (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for
service for service of process in California)

Telephone: _____

Telephone: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

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

WITNESS my hand and official seal.

(SEAL)

Notary Public in and for said State

Commission expires: _____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

GUARANTEE

Guarantee for _____. We hereby guarantee that the _____, which we have installed in _____ has been done in accordance with the Contract Documents, including without limitation, the drawings and specifications, and that the work as installed will fulfill the requirements included in the bid documents. The undersigned and its surety agrees to repair or replace any or all such work, together with any other adjacent work, which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of one year from the date of the Notice of Completion of the above-mentioned structure by the Pasadena Unified School District, ordinary wear and tear and unusual abuse or neglect excepted.

In the event the undersigned or its surety fails to comply with the above-mentioned conditions within a reasonable period of time, as determined by the Owner, but not later than ten (10) days after being notified in writing by the Owner or within forty-eight (48) hours in the case of an emergency or urgent matter, the undersigned and its surety authorizes the Owner to proceed to have said defects repaired and made good at the expense of the undersigned and its surety, who will pay the costs and charges therefor upon demand. The undersigned and its surety shall be jointly and severally liable for any costs arising from the Owner's enforcement of this Guarantee.

Countersigned

(Proper Name)

(Proper Name)

By: _____

By: _____

(Signature of Subcontract or Contractor)

(Signature of General Contractor if for Subcontractor)

Representatives to be contacted for service:

Name: _____

Address: _____

Phone Number: _____

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between the Pasadena Unified School District, _____, _____, California _____, hereinafter called "Owner", and _____ whose address is _____, hereinafter called "Contractor", and _____ whose address is _____, hereinafter called "Escrow Agent".

For the consideration hereinafter set forth, the Owner, Contractor and Escrow Agent agree as follows:

1. Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for Retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for _____ in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the Retention earnings directly to the escrow agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as Retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of the Owner, and shall designate the Contractor as beneficial owner.
2. The Owner shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
3. When the Owner makes payments of Retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.
5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days' written notice to the Escrow Agent from the Owner of the notice of default under Article 2.2, Article 9.6 or Article 14, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.
8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees

and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payment of fees and charges.

9. Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

On behalf of Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date set forth above.

OWNER

CONTRACTOR

Title

Title

Name

Name

Signature

Signature

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

_____ certifies that it has performed one of the following:

[Name of contractor/consultant]

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

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

OR

- ☐ Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:
- ☐ 1. The installation of a physical barrier at the worksite to limit contact with pupils.
 - ☐ 2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

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

Date _____, 20____

[Name of Contractor/Consultant]

By its: _____

ATTACHMENT A:

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

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

GENERAL CONDITIONS

ARTICLE 1 DEFINITIONS

1.1 BASIC DEFINITIONS

NOTE: The following shall not be construed as a comprehensive list of all definitions in the Contract Documents and there may be other definitions set forth in the Contract Documents. Additionally, any references to any DSA forms, documents or requirements shall be construed to incorporate any updates, supplements, or additions. The Contractor shall be required to meet the latest DSA requirements applicable to the Project.

1.1.1 Action of the Governing Board is a vote of a majority of the Owner's Governing Board.

1.1.2 Approval means written authorization through action of the Governing Board.

1.1.3 Architect means the architect, engineer, or other design professional engaged by the Owner to design and perform general observation of the work of construction and interpret the Drawings and Specifications for the Project. Also see Article 4.

1.1.4 As-Builts are a set of Plans and Specifications maintained by the Contractor clearly showing all changes, revisions, substitutions, field changes, final locations, and other significant features of the Project. The As-Builts shall be maintained continuously throughout the Work for the Project and is both a prerequisite to the issuance of Pay Application and a requirement for Contract Close-Out. See Article 3.17

1.1.5 Beneficial Occupancy is the point in time when a building or buildings are fit for occupancy is fit for occupancy and its intended use. Basic requirements are the building is safe, at or near Substantial Completion, and all life safety is operational. The fact that a building is occupied does not mean that the building is ready for Beneficial Occupancy if there are elements that are unsafe or if life safety items are not operational. Taking occupancy on a structure that is under a fire watch is not considered beneficial occupancy. Further, taking of Beneficial Occupancy is not a point in time when retention is due unless the entire school has obtained a Certificate of Substantial Completion that meets the definition of 1.1.46.

1.1.6 Claims. A Claim is a request for payment, supported by back-up documentation which includes, invoices time sheets, or other documents substantiating legitimacy or entitlement that is submitted during the Project or immediately following the Project made prior to the Final Retention Payment Application and prior to Final Completion of the Project. A "Claim" means a separate demand by the Contractor for (1) time extension, (2) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (3) and amount the payment of which is disputed by the Owner. See Article 4.6.

1.1.7 Change Order (CO). A CO is a written instrument prepared by the Architect and signed by the Owner (as authorized by the Owner's Governing Board), the Contractor, and the Architect, stating their agreement upon (1) A description of a change in the Work, (2) The amount of the adjustment in the Contract Sum, if any; and (3) The extent of the adjustment in the Contract Time, if any. See Article 7.2.

1.1.8 Change Order Request (COR). A COR is a written request supported by backup documentation prepared by the Contractor requesting that the Owner and the Architect issue a CO based

GENERAL CONDITIONS

upon a proposed change, or a change that results in an adjustment in cost, time or both, or arising from an RFP, CCD or ICD. (See Article 7.6)

1.1.9 Close-Out means the process for Final Completion of the Project, but also includes the requirements for the DSA Certification that the Project is Complete (See DSA Certification Guide). See Article 9.9.

1.1.10 Construction Change Document (CCD). A Construction Change Document is a DSA term that is utilized to address changes to the DSA approved Plans and Specifications. There are two types of Construction Change Documents. (1) DSA approved CCD Category A (DSA Form 140) for work affecting Structural, Access or Fire-Life Safety of the Project which will require a DSA approval; and, (2) CCD Category B (DSA Form 141) for work NOT affecting Structural Safety, Access Compliance or Fire and Life Safety that will not require a DSA approval (except to confirm that no Approval is required). See Article 7.3.

1.1.11 Complete means that all Work in the Contract Documents is finished, the requirements of the Contract Documents have been met, the Project has been Closed Out, and all Work has ceased on the Project. This may also be referred to as Final Completion. In most cases, the recording of a Notice of Completion shall represent Completion of the Project. Beneficial Occupancy does not mean the Work is Complete.

1.1.12 Completion Date is the date when all Work for the Project shall be Substantially Complete and is the date assigned at the end of the Contract Time for the Project. See Article 1.1.46.

1.1.13 Construction Manager. The Construction Manager is a consultant to the Owner contracted to assist in Project planning, management and construction of the Project. If there is a Construction Manager, they may assist in various aspects of the Project including, but not limited to Monitoring the progress of the construction, reviewing and monitoring the schedule, progress of work, monitoring pay requests, facilitating communications, advising the Owner and its Board of Education on various aspects of the construction process, monitoring the RFI, COR, CCD, ICD, RFP, Claims, Disputes and other Project related processes.

1.1.14 Contract or Agreement when the terms are used in these General Conditions shall be references to the Contract Documents as defined herein.

1.1.15 Contract Documents (sometimes referred to as Construction Documents) consist of the Agreement between Owner and Contractor (hereinafter the Agreement or Contract), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to bid, instructions to bidders, notice to bidders, and the requirements contained in the Bid Documents, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is a written amendment to the Contract signed by parties, a Change Order, a Construction Change Document, or a written order for a minor change in the Work issued by the Architect. The Contract Documents collectively form the Contract. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Architect and Contractor, between the Owner and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance

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and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

1.1.16 Contract Time is the time period specified in the Contract Documents in which the Project shall be completed. This is sometimes referred to a Contract Duration, or "time in which the Contractor has to complete the Project". See Article 8.1.1

1.1.17 Contractor, Owner, and Architect are those mentioned as such in the Agreement. They are treated throughout the Contract Documents as if they are of singular number and neuter gender. Any reference to "Owner" shall mean "District" or Pasadena Unified School District.

1.1.18 Cure is the act of remedying a material failure to perform under the terms of the Contract Documents during the time provided to correct Contractor's Default. Specific time periods are provided to Cure and Correct a Contractor Default under Article 14 and for a Partial Default under Article 2.2 as well as elsewhere in the Contract Documents.

1.1.19 Days means calendar days unless otherwise specifically stated.

1.1.20 Default is a material breach of Contract. A Termination for Cause under Article 14 is a declaration of Default of the Contract and shall act as a demand upon the Surety to perform under the terms of the Performance Bond. Partial Defaults may also be tendered to the Surety at Owner's discretion. See Article 2.2.

1.1.21 Dispute. A dispute is a disagreement on terms or conditions of the Project where the Contractor's opinion of the Project, Payment, Change Order or Request for Proposal differs from that of the Owner or Architect. A dispute only rises to the level of a claim once the dispute is assembled with back-up documentation and presented for evaluation. See Article 4.6

1.1.22 District/Owner Representative is the person designated by the Owner to represent the Owner during the Construction for the Project. This Owner representative shall have the delegated authority. This Owner representative may be an employee of the Owner, and may also include Construction Managers who shall have the authorities as set forth in Article 1.1.13. In some cases, the Owner and its Board may be assisted by a Construction Manager. When a Construction Manager is assisting the Owner, the Contractor, Architect, and Inspector shall have a primary contact with the Owner's Construction Manager who will advise the Owner.

1.1.23 Drawings or Plans are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect. Sometimes Drawings will also be included in Addenda, Change Orders, and Specifications.

1.1.24 DSA is the Division of State Architect. DSA is the agency that provides design and construction oversight for K-12 Schools, Community Colleges, and State Funded Charter School Projects. DSA is the responsible agency for this Project and Contractor has submitted a bid for the Project since Contractor is familiar with Contractor's responsibilities under the DSA requirements more thoroughly set forth at Title 24 of the California Code of Regulations. Contractor agrees to abide by the jurisdiction of DSA and shall construct the Project to conform with the approved Plans, Specifications, Addenda, and

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Change Orders (inclusive of approved CCD's and ICD's issued by the Owner pending CCD approval). The DSA website is at <http://www.dgs.ca.gov/dsa>.

1.1.25 Emergency shall be defined as a sudden, unexpected occurrence, involving a clear and imminent threat to the continuation of school classes, a critical path delay that will result in not being able to occupy the school when students arrive to use the facility, danger from the facility or from outside the facility, Act of God, or other action which requires immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services.

1.1.26 [Reserved]

1.1.27 Immediate Change Directive. (ICD) A written order prepared by the Architect and signed by the Owner and the Architect, directing a change in the Work where the Work must proceed immediately and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. See Article 7.3

1.1.28 Inspector of Record (IOR) or Project Inspector (PI) is the individual retained by the Owner in accordance with Title 24 of the California Code of Regulations and who will be assigned to the Project

1.1.29 Notice of Non-Compliance (DSA Form 154) is a document issued by the Inspector if there is a deviation from the DSA approved Plans, Specifications, and Change Orders. See Article 7.1.2.

1.1.30 Payment Application, Pay Application or Certificate of Payment is the Contractor's certified representation of the actual level of Work performed on the Project. Payment Applications are sometimes also called "Certificate of Payment", "Request for Payment", or similar terms, and shall follow the Schedule of Values that are approved by the Architect, Inspector and Owner. See Article 9.3.

1.1.31 The Project is the complete construction of the Work identified in Article I of the Agreement between Owner and Contractor and which is performed in accordance with the Contract Documents.

1.1.32 The Project Manual is the volume assembled for the Work which may include, without limitation, the bidding requirements, sample forms, Conditions of the Contract, Reports and Specifications.

1.1.33 Provide shall include "provide complete in place," that is "furnish and install complete."

1.1.34 Punch List/ Punch Item/ Incomplete Punch Item is a list of minor repair items, prepared after the issuance of a Certificate of Substantial Completion, by the Inspector and Architect of Work required in order to complete the Contract Documents and ensure compliance with the DSA Approved Plans so the Project may be Closed Out. Issuance of the Retention Payment is dependent of the proper completion of the Punch List. See Article 9.9.

1.1.34.1 *Contractor's List of Punch Items* is a list of minor repair items the Contractor submits when the Contractor considers the Work Substantially Complete. Submission of this List of Incomplete Punch Items is the Contractor's representation that the Project is Substantially Complete. See Article 9.9.1

1.1.35 A Request for Information (RFI) is a written request prepared by the Contractor requesting the Architect to provide additional information necessary to clarify or amplify an item which the

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Contractor believes is not clearly shown or called for in the Drawings or Specifications, or to address problems which have arisen under field conditions. See Article 7.4.

1.1.36 A Request for Proposal (RFP) is a written request prepared by the Architect (and/or CM) requesting the Contractor to submit to an estimate of the effect of a proposed change on the Contract Price and (if applicable) the Contract Time. See Article 7.5.

1.1.37 Safety Orders are those issued by any city, county, state or federal agency having jurisdiction over the Project.

1.1.38 Schedule is the Contractor's view of the practical way in which the Work will be accomplished. See. Article 8 of the General Conditions.

1.1.39 Schedule of Values is a detailed breakdown of the Contract Price for each Project, building, Phase of Work or Site as determined by the Owner. This Schedule of Values shall adequately detail the price for the Work so Progress Payments Applications can be meaningfully reviewed by the Inspector, Architect of Record, Engineer of Record, and Owner. (See Article 9.2)

1.1.40 Separate Contracts are Contracts that the Owner may have with other Contractors, vendors, suppliers, or entities to perform Work on the Project. This may include, but is not limited to Multi-Prime Trade Contractors, furniture installers, testing agencies, clean-up contractors, or network or low voltage contractors. Contractor shall plan for certain other contractors that may also be working on the Project site and address these other contractors in Contractor's Schedule. See Article 6.

1.1.41 Site refers to the grounds of the Project as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work.

1.1.42 Specifications are that portion of the Contract Documents consisting of the written requirements for material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.

1.1.43 Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these Specifications within limits specified. Federal, state and local regulations are incorporated into the Contract Documents by reference.

1.1.44 Stop Work Order, or an Order to Comply, is issued when either (1) the Work proceeds without DSA approval; (2) the Work proceeds without a DSA Inspector of Record, or (3) where DSA determines that the Work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the Work in the affected area shall cease until DSA withdraws the Stop Work Order. Pursuant to Education Code Section 17307.5(b) and Education Code Section 81133.5, the Owner shall not be held liable in any action filed against the Owner for any delays caused by compliance with the Stop Work Order.

1.1.45 Subcontractor, as used herein, includes those having direct or indirect contracts with Contractor and ones who furnished labor, material or services for a special design according to Plans, Drawings, and Specifications of this Work.

1.1.46 Substantial Completion is not reached unless and until each of the following three (3) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and Incomplete Punch Items (See Article 9.9.1.1); (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card, all building systems

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including mechanical, electrical and plumbing are all functioning; and (3) the Project is fit for occupancy and its intended use. For the purposes of this Contract, any references to Completion Date means Substantial Completion Date.

1.1.47 Substitution is a change in product, material, equipment, or method of construction from those required by the Construction Documents proposed by the Contractor. For this Project, a Substitution is subject to the filing of a Construction Substitution Request Form at the time of bid and meeting the requirements of Article 3.10.

1.1.48 Supplementary Conditions/ Supplementary General Conditions or Special Conditions are terms that are sometimes used interchangeably and refer to any additional requirements or changes to the General Conditions as noted. In this set of General Conditions, the term used shall be Supplementary Conditions. However, Specifications or other documents may reference Special Conditions, which shall mean the same and Supplementary Conditions.

1.1.49 Surety is the person, firm, or corporation that executes as a bid bond, payment bond or performance bond guarantor on the Contractor's Bid, Contractor's Performance on the Contract and Payment of the Contractor's Subcontractors, material suppliers, vendors and labor on the Project. The Surety is bound to the same extent as the Contractor is bound once a Default occurs. A default includes a Termination for Substantial Failure to Perform under Article 14, but also includes any breach of Contract and is subject to the requirements and responsibilities as set forth in the Performance Bond.

1.1.50 Work shall include all labor, materials, services and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents. It shall include the initial obligation of any Contractor or Subcontractor who performs any portion of the Work, to visit the Site of the proposed Work (a continuing obligation after the commencement of the Work), to fully acquaint and familiarize itself with the conditions as they exist and the character of the operations to be carried out under the Contract Documents, and make such investigation as it may see fit so that it shall fully understand the facilities, physical conditions, and restrictions attending the Work under the Contract Documents. Each Contractor and its Subcontractors shall also thoroughly examine and become familiar with the Drawings, Specifications, and associated Contract Documents and bid documents before preparing and submitting any bid.

1.1.51 Workers include laborers, workers, and mechanics.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 Correlation and Intent

1.2.1.1 *Documents Complementary and Inclusive.* The Contract Documents are complementary and are intended to include all items required for the proper execution and completion of the Work. All Contract Documents form the Contractor's Contract with the Owner. Any item of Work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by Contractor as if shown or mentioned in both. The Contractor is bound to provide the Work complete and is under a legal duty to carefully study plans and schedule operations well ahead of time and identify inconsistencies with the Plans and Specifications and call such inconsistencies to the attention of the Architect or Registered Engineer through the Inspector under Article 4-343(b) of Title 24.

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1.2.1.2 *Work to be Complete.* Contractor has thoroughly studied the Contract Documents and understands that the Owner contracted with Contractor to provide a complete Project which means complete systems and buildings. Work includes, but is not limited to materials, workmanship, and manufacture of fabrication of components for the Project.

1.2.1.3 *Coverage of the Drawings and Specifications.* The Drawings and Specifications generally describe the Work to be performed by Contractor. Generally, the Specifications describe Work which cannot be readily indicated on the Drawings and indicate types, qualities, and methods of installation of the various materials and equipment required for the Work. It is not intended to mention every item of Work in the Specifications, which can be adequately shown on the Drawings, or to show on the Drawings all items of Work described or required by the Specifications even if they are of such nature that they could have been shown. All materials or labor for Work, which is shown on either the Drawings or the Specifications (or is reasonably inferable therefrom as being necessary to complete the Work), shall be provided by the Contractor.

1.2.1.4 *Conflicts.* In the event there is a discrepancy between the various Contract Documents, it is intended that the more stringent, higher quality, and greater quantity of Work shall apply.

1.2.1.5 *Conformance with Laws.* Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, even if through mistake or otherwise any such provision is not inserted, or is not correctly inserted.

Before commencing any portion of the Work, Contractor shall check and review the Drawings and Specifications for such portion for conformance and compliance with all laws, ordinances, codes, rules and regulations of all governmental authorities and public and municipal utilities affecting the construction. (See Title 24 Section 4-343)

The Contractor shall bear all expenses of correcting Work done contrary to said laws, ordinances, rules, and regulations if the Contractor performed same (1) without first consulting the Architect for further instructions regarding said Work or (2) disregarded the Architect's instructions regarding said Work.

1.2.1.6 *[Reserved]*

1.2.1.7 *Typical Parts and Sections.* Whenever typical parts or sections of the Work are completely detailed on the Drawings, and other parts or sections which are of the same construction are shown in outline only, the complete or more detailed shall apply to the Work which is shown in outline.

1.2.1.8 *Dimensions.* Dimensions of Work shall not be determined by scale or rule. Figured dimensions shall be followed at all times. If figured dimensions are lacking on Drawings, Architect shall supply them on request. The Architect's decisions on matters relating to aesthetic effect will be final.

1.2.2 Addenda and Deferred Approvals

1.2.2.1 *Addenda* are the changes in Specifications, Drawings, Contract Documents, and Plans which have been authorized in writing by the Owner or Architect, and which alter, explain, or clarify the Contract Documents. Addenda shall govern over all other Contract Documents. Subsequent addenda issued shall govern over prior addenda unless otherwise specified in the addenda.

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1.2.2.2 *Deferred Approvals.* Deferred Approvals are Submittals that are reviewed by the Architect (or Engineer of Record) and submitted to DSA for approval based on thorough detailing of manufacturer and Project specific design. See Article 3.9.1 and 3.9.3. Contractor is responsible for all Deferred Approval requirements set forth in the Contract Documents. Contractor is responsible to comply with all laws, building codes, Title 24 and regulations necessary to obtain all necessary approvals, including those required from the Division of the State Architect (“DSA”) and the State Fire Marshall. Contractor shall not be granted an extension of time for failure to plan, schedule for and obtain necessary approvals. Contractor shall Schedule all deferred approval items in the Baseline Schedule and Schedule Updates under Article 3.9.6

1.2.2.3 [Reserved]

1.2.3 Rules of Document Interpretation

1.2.3.1 If Contractor observes that Drawings and Specifications are in conflict, Contractor shall, prior to commencing work, notify the Architect in writing for the purposes of obtaining an interpretation of the Contact Documents.

1.2.3.2 In the case of conflict or inconsistencies, the order of precedence shall be as follows:

- a. General Conditions take precedence over Drawings and Specifications.
- b. Supplemental Conditions and Special Conditions take precedence over General Conditions.
- c. The Agreement Form shall take precedence over the Supplemental Conditions and Special Conditions.
- d. In the case of disagreement or conflict between or within Specifications, and Drawings, the more stringent, higher quality, and greater quantity of Work shall apply.
- e. Addenda shall take precedence over Drawings and Specifications.
- f. General Conditions shall take precedence over Addenda.
- g. Drawings and Specifications take precedence over the Soils Report.

1.3 OWNERSHIP AND USE OF ARCHITECT’S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

The Drawings, Specifications, and other Contract Documents for the Project are the property of the Owner and/or Architect pursuant Contract requirements between the Owner and Architect. Neither the Contractor nor any Subcontractor, or material or equipment supplier shall own or claim a Copyright in the Drawings, Specifications, and other documents prepared by the Architect and/or Owner.

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1.4 INFORMATION AND SERVICES REQUIRED OF THE OWNER

1.4.1 Utilities

1.4.1.1 *Location of Point of Connection.* The locations shown for the point of connection are approximate. It shall be the responsibility of the Contractor to determine the exact location of all service connections.

1.4.1.2 *Regional Notification Center.* Contractor, except in an emergency, shall contact the appropriate regional notification center at least two (2) working days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the Owner, and obtain an inquiry identification number from that notification center. See Government Code Section 4216.3. No excavation shall be commenced and carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the Owner has been given the identification number by the Contractor. Any damages arising from failure to make appropriate regional notification shall be at the sole risk of Contractor. Contractor shall solely be responsible for any fines, penalties or damages for violation of this Article and Government Code Section 4216.6 or 4216.7. Any delays caused by failure to make appropriate regional notification shall be at the sole risk of Contractor and shall not be considered for extension of time pursuant to Paragraph 8.4.

1.4.1.3 *Utilities - Removal and Restoration.* The Owner has endeavored to determine the existence of utilities at the Site of the Work from the records of the Owner of known utilities in the vicinity of the Work. The positions of these utilities as derived from such records are shown in the Contract Documents. Thus, the locations of the Main or Trunklines located on the Drawings are approximate locations and not exact.

No excavations were made to verify the locations shown for underground utilities.

Contractor shall coordinate its Work with all utilities, including, but not limited to electricity, water, gas and telephone and meet with said utilities prior to the start of any work. Contractor shall show timing of all utility coordination activities under the Scheduling requirements of Article 8.

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ARTICLE 2 OWNER

2.1 [Reserved]

2.2 OWNER'S RIGHT TO CARRY OUT THE WORK DUE TO PARTIAL DEFAULT IN A SPECIFIC SEGREGATED AREA OF WORK (TWO (2) BUSINESS DAY NOTICE TO CURE AND CORRECT)

If the Contractor Defaults or neglects to carry out the Work in accordance with the Contract Documents, the Owner may provide a two (2) business day written notice to cure (a shorter period of time in the case of Emergency or a critical path delay as defined in Article 2.2.1) Contractor's Partial Default in a specific segregated area of work. The Owner's right to issue a Partial Default of the Contractor's Work and take over that segregated area of Work includes, but is not limited to:

1. Failure to supply adequate workers on the entire Project or any part thereof;
2. Failure to supply a sufficient quantity of materials;
3. Failure to perform any provision of this Contract;
4. Failure to comply with safety requirements, or due to Contractor is creation of an unsafe condition;
5. Cases of bona fide emergency;
6. Failure to order materials in a timely manner;
7. Failure to prepare deferred-approval items or Shop Drawings in a timely manner;
8. Failure to comply with Contractor's Baseline or Update Schedule, meet critical Milestones which would result in a Delay to the Critical Path, or Delay the Contract Time;
9. Failure to comply with the Subletting and Subcontracting Fair Practices, Public Contract Code section 4100, et seq.
10. Failure to meet the requirements of the American's with Disabilities Act;
11. Failure to complete Punch List work;
12. Failure to proceed on an Immediate Change Directive; and/or
13. Failure to correct a Notice of Deviation.

If during the two (2) business day period, the Contractor fails to Cure and correct the deficiency noted in the notice of Partial Default with diligence and promptness, the Owner may correct such deficiencies without prejudice to other remedies the Owner may have, including a Termination for Cause as set forth in Article 14. If there are inadequate funds remaining the Project balance or in the Retention Escrow to address at least 150% of the costs set forth in the Article 2.2 notice, the Owner may copy the Surety on the written notice of Partial Default. If a notice to the Surety is provided, except in the cases of Emergency or Critical Path Delay, the Surety has the option to take over and complete the Work described

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in the written notice if Surety personally delivers notice to Owner that it intends to perform such work. In the case where written notice has been provided, the Owner shall allow Surety seven (7) days to perform the Work.

2.2.1 Service of Notice of Partial Default with Right to Cure

A written notice of Partial Default and right to Cure under Article 2.2 (“Article 2.2 Notice” or “Notice of Partial Default”) shall be served by facsimile (with a copy provided by e-mail to the e-mail address provided on the Bid submitted and copied to the Project Superintendent).

2.2.2 Shortened Time for Partial Default in the Case of Emergencies.

In an Emergency situation, the Owner may correct any of the deficiencies described in Article 2.2 without prejudice to other remedies by providing service of written notice of Emergency requiring a shortened time for Partial Default specifying the time given to Cure, if any.

2.2.3 Shortened Time for Partial Default in the Case of Critical Path Delay

In the case of critical path delay, the Owner may correct any of the deficiencies described in Article 2.2 without prejudice to other remedies providing service of written notice of Critical Path Delay to the Contractor with a specific description of the critical path delay items noting the line item or area of Work that is on the Critical Path and prescribe the length of shortened time to Cure, if any.

2.2.4 Written Notice of Partial Default to be Deducted by Deductive Change Order

The Owner shall have the right to determine the reasonable value of the Article 2.2 Partial Default Work, or if there is an actual value for the Work, shall use that value and issue a Deductive Change Orders under Article 7.7.4.

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ARTICLE 3 THE CONTRACTOR

3.1 SUPERVISION AND CONSTRUCTION PROCEDURES

3.1.1 Contractor

The Contractor shall continually supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures; and shall coordinate all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. The Contractor shall not perform the Work without utilizing the Contract Documents or, where required, approved Submittals, Shop Drawings, or Samples for any such portion of the Work. If any of the Work is performed by contractors retained directly by the Owner, Contractor shall be responsible for the coordination and sequencing of the work of those other contractors so as to avoid any impact on the Project Schedule pursuant to the requirements of Article 6 and Article 8. Specific duties of the Contractor shall include those set out in Section 43 of Title 21 of the California Code of Regulations and Section 4-343 of Title 24 of the California Code of Regulations. These duties include, but are not limited to the following:

1. *Responsibilities.* It is the duty of the Contractor to complete the Work covered by his or her Contract in accordance with the approved Plans and Specifications. The Contractor in no way is relieved of any responsibility by the activities of the Architect, Engineer, Inspector or DSA in the performance of their duties.
2. *Performance of the Work.* The Contractor shall carefully study the approved Plans and Specifications and shall plan its schedule of operations well ahead of time. If at any time it is discovered that work is being done which is not in accordance with the approved Plans and Specifications, the Contractor shall correct the Work immediately.

3.1.2 Contractor Responsibility to Study the Plans and Specifications

All inconsistencies or timing or sequences which appear to be in error in the Plans and Specifications shall promptly be called to the attention of the Architect or, Engineer, for interpretation or correction. Local conditions which may affect the structure shall be brought to the Architect's attention at once. In no case, shall the instruction of the Architect be construed to cause work to be done which is not in conformity with the approved Plans, Specifications, change orders, construction change documents, and as required by law. (See Title 24 Section 4-343)

3.1.3 All Work Under the Direction of Inspector

Pursuant to Title 24 requirements, the Contractor shall not carry on Work except with the knowledge of the Inspector. (See Title 24 generally)

3.1.4 Contractor to Establish Timing and Protocol with Inspector

Contractor shall establish a protocol for requesting inspection with Inspector so as to not delay the Work and provide adequate time for the Inspector to perform inspection. If such a protocol is not established ahead of time, Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. The DSA requirements under PR 13-01 specifically give the Special Inspector fourteen (14) days to post to the DSA website. Contractor is responsible for delays and for failure to plan.

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For some Projects, there may be a need to incrementally install certain assemblies. It is up to Contractor to identify areas and assemblies that may be constructed incrementally. Contractor must identify and establish incremental areas of construction and establish protocols with Inspector for DSA 152 approvals so they may be presented to DSA. See PR-13 item 1.17 for further discussion.

3.1.5 Verified Reports

The Contractor shall make and submit to the office from time to time, verified reports as required in Title 24 Section 4-366. As part of the Close-Out of the Project (see Article 9.9), Contractor shall be required to execute a Form 6-C as required under Title 24 Sections 4-343.

Contractor shall fully comply with any and all reporting requirements of Education Code Sections 17315, et seq., in the manner prescribed by Title 24, as applicable.

3.1.6 Contractor Responsibility

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the Work under direct or indirect contract with the Contractor or any of its Subcontractors.

3.1.7 Obligations not Changed by Architect's Actions

The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract or by tests, inspections, or approvals required or performed by persons other than the Contractor.

3.1.8 Acceptance/Approval of Work

The Contractor shall be responsible to determine when any completed portions of the Work already performed under this Contract or provided pursuant to Article 6 are suitable to receive subsequent Work thereon.

3.2 SUPERVISION

3.2.1 Supervision

Unless personally present on the Project site where the Work is being performed, the Contractor shall keep on the Work at all times during its progress a competent, English speaking construction Superintendent satisfactory to the Owner. The Superintendent shall represent the Contractor in its absence and shall be fully authorized to receive and fulfill any instruction from the Architect, the Inspector, the Owner or any other Owner representative (including CM in the cases where the Owner has a CM representative). All Requests for Information shall be originated by the Superintendent and responses thereto shall be given to the Superintendent. The Superintendent shall have authority to bind Contractor through the Superintendent's acts. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be binding on the Contractor. Before commencing the Work, Contractor shall give written notice to Owner (and CM representative) and Architect of the name and a Statement of Qualifications of such superintendent. If superintendent proves to be unsatisfactory to Contractor and ceases to be employed by Contractor, Contractor shall notify Owner and Architect in writing. A replacement superintendent must be approved by the Owner prior to performing additional work.

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3.2.2 Staff

Notwithstanding other requirements of the Contract Documents, the Contractor and each Subcontractor shall: (1) furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; (2) organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and (3) keep an adequate force of skilled and fit workers on the job to complete the Work in accordance with all requirements of the Contract Documents.

3.2.3 Right to Remove

Owner shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material or equipment supplier.

3.3 LABOR AND MATERIALS

3.3.1 Contractor to Provide

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, air conditioning, utilities, transportation, and other facilities, services and permits necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.3.2 Quality

Unless otherwise specified, all materials and equipment to be permanently installed in the Project shall be new and shall be of the highest quality or as specifically stated in the Contract Documents. The Contractor shall, if requested, furnish satisfactory evidence as to kind and quality of all materials and equipment within ten (10) days of a written request by the Owner, including furnishing the Owner with bona fide copies of invoices for materials or services provided on the Project. All labor shall be performed by workers skilled in their respective trades, and shall be of the same or higher quality as with the standards of other school construction.

3.3.3 Replacement

Any work, materials, or equipment, which do not conform to these requirements or the standards set forth in the Contract Documents, may be disapproved by the Owner, in which case, they shall be removed and replaced by the Contractor at no additional cost or extension of time to the Owner.

3.3.4 Discipline

The Contractor shall enforce strict discipline and good order among the Contractor's and Subcontractor's employees, and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. As used in this subsection, "unfit" includes any person who the Owner concludes is improperly skilled for the task assigned to that person, who fails to comply with the requirements of this article, or who creates safety hazards which jeopardize other persons and/or property.

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3.3.5 Fingerprinting (Applicable at the time Project is Occupied and on all Projects where Workers will come in Contact with Pupils, such as Modernization Projects)

If applicable, Contractor shall comply with the applicable provisions of Education Code Section 45125.1 in a method as determined by the Owner. Pursuant to Education Code section 45125.1, Contractor shall either conduct criminal background checks of all employees of Contractor assigned to the Project site, and shall certify that no employees who have been convicted of serious or violent felonies, as specified in Education Code Section 45125.1, will have contact with pupils, by utilizing the Certification Regarding Background Checks and the corresponding Attachment "A" as found in the Contract Documents or shall be separated by a physical barrier from students.

If it is determined that Contractor must provide certification of employees, as part of such certification, Contractor must provide the Owner with a list of all employees providing services pursuant to this Agreement, and designate which sites such employees will be assigned. In performing the services set forth in this Agreement, Contractor shall not utilize any employees who are not included on the above-referenced list.

At Owner's sole discretion, Owner may make a finding, as authorized under Education Code section 45125.1, that Contractor's employees will have only "limited contact" with pupils. Contractor's failure to comply with this law shall be considered a material breach of this Agreement upon where this Agreement may be terminated, at Owner's sole discretion, without any further compensation to Contractor.

In the case of new construction Projects where there are no students, if the Project Schedule provides for Beneficial Occupancy or portions of the Project or if the Project should be delayed, then Contractor, at no additional costs, shall meet the requirements of either fingerprinting or providing a physical barrier as required by the Owner.

3.3.6 Noise, Drugs, Tobacco, and Alcohol

Contractor shall take all steps necessary to insure that employees of Contractor or any of its subcontractors' employees do not use, consume, or work under the influence of any alcohol, tobacco or illegal drugs while on the project. Contractor shall further prevent any of its employees or its subcontractor employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the project. Likewise, Contractor shall prevent its employees or subcontractor's employees from bringing any animal onto the project. Contractors shall not violate any written school policies.

3.3.7 Delivery of Material

Contractor shall place orders for materials or equipment so that the Work may be completed in accordance with the Construction schedule for the Work as set forth in Article 8 of this Agreement. Contractor shall, upon demand from the Architect, furnish to the Architect documentary evidence including, but not limited to purchase orders, invoices, bills of materials, work orders and bills of lading, showing that orders have been placed. Contractor shall have a system to receive materials and to ensure that the proper materials are being delivered, including in the case of critical materials to the Project, checking the delivery against Shop Drawings and ensuring that the materials meet the requirements of not only the Plans and Specifications, but also the approved Shop Drawings and Submittals and in conformance with Contractor's plan for delivery of materials (including but not limited to Contractor's representations in the Schedules for the Project and Contractor's equipment and materials schedule under Article 3.7.2.2). Contractor shall be responsible for all costs of accepting non-conforming materials delivered to the Project

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given Contractor's responsibilities and system for acceptance of deliveries. Contractor shall notify Inspector and Owner Representative (including CM) as early as possible, in writing, of the delivery of materials for the Project. The deliveries shall include documentation identifying the shipment sufficiently so that the Inspector, Architect or Owner Representative (including CM) may review the materials that are received.

Under no circumstances shall materials be delivered to the Project site that are meant for another Project.

3.3.8 Liens and Other Security Interests of Subcontractors and Material Suppliers

No material, supplies, or equipment for the Work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by it, to Owner free from any claims, security interests, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract shall have any right to place a lien upon the premises or any improvement or appurtenance thereof, except that Contractor may install metering devices or other equipment of a utility company or political subdivision, title to which is commonly retained by the utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise Owner as to its owner within five (5) days of such installation in writing, prior to making the installation.

Contractor agrees to indemnify, defend and hold the Owner harmless from any liens, stop notices, or assertion of security interests, including judgments and levies. If after written notice Contractor fails to address the lien, stop notice, or other security interest, the Owner may proceed to address the lien, stop notice or claim and seek reimbursement from Contractor.

3.3.8.1 *Stop Notice Releases.* All Stop Notice Releases shall be notarized and either executed by the same person who filed the Stop Notice or from an officer of the Trade Contractor or manager of Trade Contractor authorized to release Stop Notices.

3.3.9 Title to Materials

The title to new materials or equipment for the Work of this Contract shall remain with Contractor until incorporated in the Work of this Contract until Final Acceptance of the Project; no part of said materials shall be removed from its place of storage, and Contractor shall keep an accurate inventory of all said materials and equipment in a manner satisfactory to the Owner or its authorized representative. Responsibility for materials remains with Contractor and Contractor shall replace materials in case of loss. Owner similarly may pay for materials stored off site, but Contractor shall remain responsible for the materials that are stored off site.

3.3.10 [Reserved]

3.3.11 Noise Control

The Contractor shall be responsible for the installation of noise reducing devices on construction equipment. Contractor shall comply with the requirements of the city and county having jurisdiction with regard to noise ordinances governing construction sites and activities. If school is in session at any point during the progress of the Project, and, in the Owner's reasonable discretion, the noise

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from such Work disrupts or disturbs the students or faculty or the normal operation of the school, at the Owner's request, the Contractor shall schedule the performance of all such Work around normal school hours or make other arrangements so that the Work does not cause such disruption or disturbance. There are specific periods of testing at operational schools and it is critical that Contractor control noise during periods of testing. In no event shall Contractor have a right to receive additional compensation or an extension to the Contract time as a result of any such rescheduling or the making of such arrangements. These controls shall be implemented during site preparation and construction. All noise related issues, including school operations, and noise during testing should be detailed in the Schedule provided pursuant to Article 8

3.4 WARRANTY

The Contractor warrants to the Owner and Architect that material and equipment furnished under the Contract will be of the highest quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty to Owner includes, but is not limited to, the following representations:

1. In addition to any other warranties provided elsewhere, Contractor shall, and hereby does, warrant all Work after the date of Notice of Completion of Work by Owner and shall repair or replace any or all such Work, together with any other Work, which may be displaced in so doing that may prove defective in workmanship or materials within a one (1) year period from date of Final Completion which shall be no later than the final date of Punch List as noted at Article 9.11) without expense whatsoever to Owner, ordinary wear and tear, unusual abuse or neglect excepted. Owner will give notice of observed defects with reasonable promptness. Contractor shall notify Owner upon completion of repairs.
2. In the event of failure of Contractor to comply with above mentioned conditions within one week after being notified in writing, Owner is hereby authorized to proceed to have defects repaired and made good at expense of Contractor who hereby agrees to pay costs and charges therefore immediately on demand.
3. This Article does not in any way limit the guarantee on any items for which a longer warranty is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish Owner all appropriate guarantee or warranty certificates upon completion of the project.

3.5 TAXES

Contractor will pay all applicable Federal, State, and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Contract Documents. Owner is exempt from Federal Excise Tax, and a Certificate of Exemption shall be provided upon request.

3.6 PERMITS, FEES AND NOTICES

3.6.1 Payment

The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are necessary after execution of the Contract and are legally required by any authority having jurisdiction over the Project, except those

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required by the Division of the State Architect (DSA). Owner shall be responsible for all testing and inspection as required by the DSA on-site or within the distance limitations set forth in Paragraph 13.5.2, unless a different mileage range is specified in the Supplemental Conditions.

3.6.1.1 *DSA Fees.* DSA policy is to charge CCD review fees for processing and approval of changes in the Plans and Specifications through the Construction Change Document process. Contractor is specifically directed to the current DSA IR A-30 which provides fee structure and charges that will be incurred for proceeding with respect to the CCD process, a process that must be followed for each change in the Plans and Specifications.

3.6.2 Compliance

The Contractor shall comply with and give notices required by any law, ordinance, rule, regulation, and lawful order of public authorities bearing on performance of the Work. Specifically, the Division of State Architect provides State oversight of the Project and enforcement of Title 24 rules and regulations. Contractor is directed to the DSA website at <http://www/dgs/ca/gov/dsa/home>. There will be local governmental oversight from City, County or both. Finally, Regional Water Quality Control Board, State Fire Marshall, local fire marshal, Department of Industrial Relations, Department of Labor Standards Enforcement, and Air Quality Management Owner (Local and State) are some of the agencies that provide oversight and may require specific permits, fees, or provide oversight over the Project. Contractor represents understanding and specialized knowledge of the rules governing Owners and Contractor shall maintain compliance over the applicable rules and will file all documents required in order to ensure compliance with State, local, and other rules that apply to the Project.

3.7 SUBMITTALS REQUIRED AT THE COMMENCEMENT OF THE PROJECT

3.7.1 Requirements Within Ten (10) Calendar Days

Within ten (10) calendar days after Notice to Proceed, Contractor shall submit the following:

3.7.1.1 Detailed Schedule of Values (See Article 9.2)

3.7.1.2 Submittal Listing and Schedule for Submittals

3.7.1.3 Critical Path Schedule (See Article 8)

3.7.2 Requirements Within Thirty-Five (35) Calendar Days

Unless otherwise shortened by the Contract Documents, within thirty-five (35) calendar days after Notice to Proceed, Contractor shall submit the following:

3.7.2.1 *All Submittals for the Project* except those specifically agreed upon by Owner and Architect, in writing, and shall be specifically incorporated into the Submittal section of the Schedule so as to not delay the Work. The agreement to allow a later Submittal does not mean that Article 3.3.7 is waived.

3.8 DOCUMENTS, SAMPLES, AND COMPUTER AT THE SITE

The Contractor shall maintain at the Site for the Owner one current copy of the California Building Code, Titles 19 and 24 of the California Code of Regulations, any other document required by DSA, and one record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in

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good order and marked currently to record changes and selections made during construction. In addition, the Contractor shall maintain at the Site approved Shop Drawings, Product Data, Samples, and similar required Submittals. These documents shall be available to the Architect and shall be delivered to the Architect for delivery to the Owner upon completion of the Work.

Contractor shall have an operational computer with internet access so Contractor can review and post documents as required for the Project, including but not limited to the filing and posting of DSA required documents for the Project.

Contractor shall be prepared to post and review documents posted to the DSA Project website.

3.9 SUBMITTALS INCLUDING SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.9.1 Definitions

3.9.1.1 *Deferred Approvals.* Approval of certain aspects of the construction may be deferred until the construction Contract has been awarded. To facilitate the design process, DSA grants deferred approval to the design and detailing of certain elements of the Project at the request of the Architect or Engineer of Record. Design elements that may be deferred may include, but are not limited to Access floors, Bleachers, Elevator guide rails and related elevator systems, Exterior wall systems - precast concrete, glass fiber reinforced concrete, etc. , Skylights, Window wall systems, storefronts, Stage rigging, and other systems as noted in the Contract Documents. (Also see Article 1.2.2 and 3.9.3)

3.9.1.2 *Shop Drawings.* The term “Shop Drawings” as used herein means drawings, diagrams, equipment or product schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work, and includes: illustrations; fabrication, erection, layout and setting drawings; manufacturer’s standard drawings; schedules; descriptive literature, instructions, catalogs, and brochures; performance and test data including charts; wiring and control diagrams; and all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment, or systems and their position conform to the requirements of the Contract Documents.

3.9.1.3 *Manufactured* applies to standard units usually mass-produced, and “Fabricated” means items specifically assembled or made out of selected materials to meet individual design requirements. Shop Drawings shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

3.9.1.4 *Submittals* is a term used interchangeably and sometimes refers to Shop Drawings, Product Data, and Samples since all subcontractor submissions are tracked in a Submittal Log and may include any of the noted items. However, generally, a Submittal is a manufacturer's product information and product data including description, characteristics, size, physical characteristics, and requirements to prepare the jobsite for receiving of the particular manufactured item.

3.9.1.5 *Samples.* The term “samples” as used herein are physical examples furnished by Contractor to illustrate materials, equipment, or quality and includes natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the Specifications, and any other samples as may be required by the Architect to determine whether the kind, quality, construction, finish, color, and

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other characteristics of the materials, etc., proposed by the Contractor conform to the required characteristics of the various parts of the Work. All Work shall be in accordance with the approved samples.

3.9.2 Shop Drawings.

3.9.2.1 *When Shop Drawings Are Required.* Shop Drawings are required for prefabricated components and for installation and coordination of these prefabricated components into the Project. In addition, Shop Drawings, are prepared to address the actual size and installation of components from various subcontractors and provides an opportunity for the Contractor to coordinate and address conflicts between the subcontracting trades.

3.9.2.2 *Shop Drawing Requirements.* The Contractor shall obtain and submit with Shop Drawings all seismic and other calculations and all product data from equipment manufacturers. "Product data" as used herein are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.

3.9.2.3 *Not a Reproduction of Architectural or Engineering Drawings.* The Shop Drawings are not a reproduction of the architectural or engineering drawings. Instead, they must show more detail than the Construction Documents and details the fabrication and/or installation of the items to the manufacturer's production crew or Contractor's installation crews.

3.9.2.4 *Shop Drawings Engineering Requirements:* Some Shop Drawings require an engineer stamp to be affixed on the Drawings and calculations. In such cases, a current and valid engineering stamp shall be affixed by a California registered engineer. No out of State engineers shall stamp Shop Drawings. (See DSA IR A-18). In most cases, an engineer means California registered mechanical, structural, electrical or plumbing engineer. California Registered Civil Engineers will not be accepted for structural details unless specifically approved by DSA.

3.9.3 Deferred Approvals

Deferred approvals shall be submitted and processed to ensure all DSA and other governmental approvals are secured so as to not delay the Project. There may be additional requirements for deferred approvals at Division 1 of the Specifications. All deferred approvals shall be prepared by Contractor or Contractor's agent early enough so as to not delay the Project. Contractor is aware that Title 24 California Code of Regulations Section 4-317 have specific requirements for deferred approval as to governing agencies and as to the Architect and Engineer for the Project. As a result, any delay associated with the time for approval by applicable agencies or by the Architect or Architect's consultants shall be Contractor's. Contractor is required to comply with inclusion of Deferred Approvals in the Schedule as required under Article 3.9.6

3.9.3.1 *DSA Approvals Required Prior to Work.* No work on a deferred approval item may proceed on the components until DSA approval is received. Contractor has provided DSA approval time and allowed adequate time for any DSA revisions in Contractor's Schedule as required pursuant to Article 8.

3.9.4 Submittals and Samples

3.9.4.1 *Information Required With Submittals:* Manufacturer, trade name, model or type number and quantities: Information provided must be of sufficient detail to allow Architect and

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Engineer to compare the submitted item with the specified products and acceptable products listed, in the Specifications and addenda.

3.9.4.2 *Finish Characteristics:* The Architect reviews the available finishes and selects the appropriate finish, if the finish was not previously specified in the documents. The Contractor should confirm that finish requirements in the Specification are being met by the product.

3.9.4.3 *Contractor Responsible for Jobsite Dimensions:* Some material is custom-fabricated to job conditions, requiring dimensions from the jobsite. These jobsite dimensions are provided by the Contractor as part of the Contractor's responsibilities for the Project and shall be provided prior to release of the product for manufacture. Contractor shall not rely on Architect or Engineers to provide jobsite dimensions.

3.9.5 Submittal Submission Procedure

3.9.5.1 *Transmittal Letter and Other Requirements.* All Submittals must be properly identified with the name of the Project and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" on the submissions, all qualifications, departures, or deviations from the Contract Documents. Shop Drawings, for each section of the Work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor.

3.9.5.2 *Copies Required.* Each Submittal shall include one (1) legible, reproducible (if electronic is available, electronic copies shall also be provided) and five (5) legible prints of each drawing or schedule, table, cut sheet, etc., including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the Specifications, until final acceptance thereof is obtained. Subcontractor shall submit copies, in an amount as requested by the Contractor, of: (1) manufacturers' descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; (2) wiring diagrams and controls; (3) schedules; (4) all seismic calculations and other calculations; and (5) other pertinent information as required by the Owner or Architect. See also Division 1.

3.9.5.3 *Corrections.* The Contractor shall make all corrections required by Architect, Owner or CM and shall resubmit, as required by Architect or CM, corrected copies of Shop Drawings or new samples until approved. Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections required by the Architect on previous submissions. Professional services required for more than one (1) re-review of required Submittals of Shop Drawings, product data, or samples are subject to charge to the Contractor pursuant to Paragraph 4.5.

3.9.5.4 *Approval Prior to Commencement of Work.* No portion of the Work requiring a Shop Drawing or sample submission or other Submittal shall be commenced until the submission has been reviewed by Contractor and Architect (and CM, if applicable) and approved by Architect (and CM where applicable) unless specifically directed in writing by the Architect. All such portions of the Work shall be in accordance with approved Shop Drawings and samples.

3.9.5.5 *Owner's Property.* All Submittals, Shop Drawings, computer disks, BIM modeling information, clash checks, schedules, annotated Specifications, samples and other Submittals shall become the Owner's property upon receipt by the Owner or Architect.

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3.9.6 Schedule Requirements for Submittals

Contractor shall obtain and shall submit all required Submittals (i.e. Shop Drawings, Deferred Approvals, Samples, etc.), in accordance with Contractor's "Schedule for Submission of Shop Drawings and Samples" as required in the scheduling portion of the General Conditions at Articles 8 and the Specifications with such promptness as to cause no delay in its own Work or in that of any other contractor or subcontractor.

3.9.6.1 *Consideration of Schedule.* Contractor has considered lead times, DSA or other agency governmental review times, Architect or Engineer review times, manufacturing seasons, and specific long lead procurement concerns for all submittals for the Project.

3.9.7 General Submittal Requirements

3.9.7.1 *Contractor Submittal Representations.* By submitting Shop Drawings, product data, samples, etc., the Contractor represents that it has determined and verified all materials, field measurements, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents, including the construction schedule.

3.9.7.2 *[Reserved].*

3.9.7.3 *No Deviation from Contract Documents.* The submission of the Shop Drawings, product data, samples, etc., shall not deviate from the *requirements* of the Contract Documents including detailing and design intent which is specifically outlined in Contract Documents except as specifically authorized by the Architect or through an accepted substitution pursuant to Paragraph 3.10.4. All deviations from the Contract Documents shall be narratively described in a transmittal accompanying the Shop Drawings. However, Shop Drawings shall not be used as a means of requesting a substitution, the procedure for which is defined in Paragraph 3.10.4, "Substitutions."

3.9.7.4 *[Reserved]*

3.9.7.5 *Incomplete Submittals.* Any submission, which in Architect's opinion is incomplete, contains errors, or has been checked superficially will be returned unreviewed by the Architect for resubmission by the Contractor.

3.9.7.6 *[Reserved]*

3.9.7.7 Extent of Review. In reviewing Shop Drawings, the Architect will not verify dimensions and field conditions. The Architect will review and approve Shop Drawings, product data, samples, etc., for aesthetics and for conformance with the design concept of the Work and the information in the Contract Documents. The Architect's review shall neither be construed as a complete check which relieves the Contractor, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the Contractor has, in writing, called the Architect's attention to the deviations at the time of submission. The Architect's review shall not relieve the Contractor or Subcontractors from responsibility for errors of any sort in Shop Drawings or schedules, for proper fitting of the Work, coordination of the differing subcontractor trades and Shop Drawings and Work which is not indicated on the Shop Drawings at the time of submission of Shop Drawings. Contractor and Subcontractors shall be solely responsible for any quantities which may be shown on the Submittals or Contract Documents.

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3.10 SUBSTITUTIONS

3.10.1 Definition

A Substitution is a change in product, material, equipment, or method of construction from those required by the Construction Documents proposed by the Contractor. For this Project, a Substitution is subject to the filing of a Construction Substitution Request Form at the time of bid and meeting the requirements of this Article.

3.10.2 One Product Specified

Unless the Specifications state that no substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction or any specific name, make, trade name, or catalog number, with or without the words “or equal,” such specification shall be deemed to be used for the purpose of facilitating description of the material, process, or article desired and shall be deemed to be followed by the words “or equal.” Subject to the requirements of properly submitting a Request for Substitution as addressed in the Instructions to Bidders and the Special Conditions, the Contractor may, unless otherwise stated, offer any material, process, article, etc., which shall be materially equal or better in every respect to that so indicated or specified in the Contract Documents (“Specified Item”) and which will completely accomplish the purpose of such Specified Item. However, any substitute item shall not be reviewed, considered or accepted/rejected by the Owner until after the bids are opened and the three lowest responsible bidders are identified. Once the three lowest bidders are identified, the Owner may consider any substitute item as part of its post-bid discussions with the three lowest responsible bidders pursuant to Public Contract Code section 20118.1. All bids will be assessed based on the prices provided by the bidders for the Specified Items. Therefore, all bidders must supply prices for the items listed in the Contract Documents even if the bidder plans to submit a substitute item in place of any of the Specified Items. Any bidder who fails to provide a price for any of the Specified items, or attempts to replace the Specified Item with a substitute item, shall be deemed non-responsive.

3.10.3 Products Specified Which Are Commercially Unavailable

If the Contractor fails to make a request for substitutions for products, prior to the submission of its bid, and such products subsequently become commercially unavailable, the Contractor may request a substitution for such commercially unavailable item. The decision to grant this request is solely at the Owner’s discretion. The written approval of the Owner, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material. The Owner may condition its approval of the substitution upon the delivery to Owner of an extended warranty or other assurances of adequate performance of the substitution as well as an equitable deduction in the Contract price should the substituted item cost less than the Specified Item. All risks of delay due the approval of a requested substitution by the DSA, or any other governmental agency having jurisdiction, shall be on the requesting party. All additional costs, DSA review costs, all procurement and construction delays, and all costs for review by the Architect or its consultants shall be the responsibility of the Contractor and will be deducted from Contractor’s pay request. Nothing stated herein shall obligate the Owner to consider, review or accept any alternative items.

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3.11 INTEGRATION OF WORK

3.11.1 Scope

The Contractor shall be responsible for cutting, fitting, or patching to complete the Work and to make all parts fit together properly. Contractor shall be responsible for ensuring that all trades are coordinated and scheduled so as to ensure the timely and proper execution of the work. When modifying existing work or installing new Work adjacent to existing work, Contractor shall match, as closely as conditions of Site and materials will allow, the finishes, textures, and colors of the original work, refinishing existing work at no additional cost to Owner. All cost caused by defective or ill-timed work shall be borne by Contractor. Contractor shall be solely responsible for protecting existing work on adjacent properties and shall obtain all required permits for shoring and excavations near property lines.

3.12 CLEANING UP

3.12.1 Contractor's Responsibility to Clean Up

Contractor at all times shall keep premises free from debris such as waste, dust, excess water, storm water runoffs, rubbish, and excess materials and equipment. Contractor shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises and dispose of it in a lawful manner. Disposal receipts or dump tickets shall be furnished to the Architect within five (5) days of request.

Contractor shall remove rubbish and debris resulting from the Work on a daily basis. Contractor shall maintain the structures and Site in a clean and orderly condition at all times until acceptance of the project by the Owner. Contractor shall keep its access driveways and adjacent streets, sidewalks, gutters and drains free of rubbish, debris and excess water by cleaning and removal each day. All concrete, sidewalks, and paths of travel shall be broom cleaned daily.

3.12.2 General Final Clean-Up

Upon completion of Work, Contractor shall employ experience workers or professional cleaners for final cleaning. Contractor shall clean each surface to the condition expected in a normal commercial, building cleaning and maintenance program including, but not limited to, the performance of the following:

- a. Clean interior and exterior of buildings, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected, so surfaces are free from foreign material or discoloration;
- b. Clean the Project site. The grounds should be cleared of any Contractor equipment, raked clean of debris and trash removed. Sweep paved areas broom clean;
- c. Repair or replace any damaged materials. Replace any chipped or broken glass;
- d. Remove any and all stains;
- e. Remove labels that aren't permanent labels;

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- f. Clean and polish all glass, plumbing fixtures, equipment, finish hardware and similar finish surfaces. Remove any glazing compounds;
- g. Remove temporary utilities, fencing, barricades, planking, sanitary facilities and similar temporary facilities from Site;
- h. Remove temporary film that remains on any hardware, doors or other surfaces; and
- i. Seal the bottom and tops of all doors.

3.12.3 Special Clean-Up.

In addition to the general cleaning, the following special cleaning shall be done at the completion of the Work in accordance with the Specifications including, but not limited to:

- a. Remove putty stains from glazing, then wash and polish glazing;
- b. Remove marks, stains, fingerprints and other soil or dirt from painted, stained or decorated work;
- c. Remove temporary protection and clean and polish floors and waxed surfaces;
- d. Clean and polish hardware and plumbing trim; remove stains, dust, dirt, plaster and paint;
- e. Wipe surfaces of mechanical and electrical equipment;
- f. Remove spots, soil, plaster and paint from tile work, and wash tile;
- g. Clean all fixtures and equipment, remove excess lubrication, clean light fixtures and lamps, polish metal surfaces;
- h. Vacuum-clean carpeted surfaces; and
- i. Remove debris from roofs, down spout and drainage system.

3.12.4 Failure to Cleanup

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, and the cost thereof shall be the responsibility of the Contractor pursuant to Article 2.2 and seek a Deductive Change Order.

3.13 ACCESS TO WORK

The Contractor shall provide the Owner, the Architect, Engineers and the Inspector of Record, access to the Work in preparation and progress wherever located. Contractor shall provide safe and proper facilities for such access so that Owner's representatives may perform their functions.

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3.14 ROYALTIES AND PATENTS

3.14.1 Payment and Indemnity for Infringement

Contractor shall hold and save the Owner and its officers, agents, and employees, the Construction Manager, the Architect, and the Architect's consultants harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically provided in the Contract Documents, and unless such liability arises from the sole negligence, or active negligence, or willful misconduct of the Owner, the Architect, or the Architect's consultants.

3.15 [Reserved]

3.16 [Reserved]

3.17 AS-BUILT DRAWINGS AND ANNOTATED SPECIFICATIONS

Throughout the duration of the Project, Contractor shall maintain on a current basis an accurate and complete set of As-Built Drawings (and Annotated Specifications) clearly showing all changes, revisions to Specifications and substitutions during construction, including, without limitation, field changes and the final location of all electrical and mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant features. In case a Specification allows Contractor to elect one of several brands, makes, or types of material or equipment, the annotations shall show which of the allowable items the Contractor has furnished. The Contractor will update the As-Built Drawings and Annotated Specifications as often as necessary to keep them current, but no less often than weekly.

Contractor shall update As-Built Drawings with complete information on an area of Work at or near the time when the Work is being performed and prior to any DSA 152 sign off and prior to any Work being covered.

The As Built Drawings and Annotated Specifications shall be kept at the Site and available for review and inspection by the Owner and the Architect. Failure to maintain and update the As Built Drawings is a basis to withhold Progress Payments pursuant to Article 9.6.

3.17.1 Upon Beneficial Occupancy

Contractor shall obtain and pay for reproducible Plans upon Beneficial Occupancy. Contractor shall deliver Plans to Owner Representative (Construction Manager if one is hired for the Project).

3.17.2 As-Built at Completion of Work

On completion of the Work and prior to and as a condition precedent to Application for Retention Payment, the Contractor will provide one neatly prepared and complete set of As-Built Drawings and Annotated Specifications to the Owner. Contractor shall certify the As-Built as a complete and accurate reflection of the actual construction conditions of the Work by affixing a Stamp indicating the Drawings are As-Built and Certifying Accuracy on the final set of As-Built. Failure to deliver a complete Record Set of Drawings may result in significant withholdings to ensure Work is properly documented. See Article 9.9.1.

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3.18 EQUIPMENT MANUALS

Contractor shall obtain and furnish three (3) complete sets of manuals containing the manufacturers' instructions for maintenance and operation of each item of equipment and apparatus furnished under the Contract Documents and any additional data specifically requested under the various sections of the Specifications for each division of the Work. The manuals shall be arranged in logical, sequential order, labeled, indexed, and placed in three-ring binders. At the completion of its Work, the Contractor shall certify, by endorsement thereon, that each of the manuals is complete, accurate, and covers all of its Work. Prior to submittal of Contractor's Application for Retention Payment, and as a further condition to its approval by the Architect, each Subcontractor shall deliver the manuals, arranged in logical, sequential order, labeled, indexed, endorsed, and placed in three-ring binders, to the Contractor, who shall assemble these manuals for all divisions of the Work, review them for completeness, and submit them to the Owner through the Architect.

3.19 DIR REGISTRATION

Strict compliance with all DIR registration requirements in accordance with Labor Code sections 1725.5 and 1771.1 is a material obligation of the Contractor and all of its subcontractors (of any tier) under the Contract Documents. The foregoing includes, without limitation, compliance with DIR registration requirements at all times during performance of the Work by the Contractor and all of its subcontractors of any tier. The failure of the Contractor and all subcontractors of any tier to be properly registered with DIR at all times during performance of the Work is a material breach of the Contract and subject to termination for cause.

An affirmative and ongoing obligation of the Contractor under the Contract Documents is the verification that all subcontractors of any tier are at all times during performance of the Work are in full and strict compliance with the DIR registration requirements. The Contractor shall not permit or allow any subcontractor of any tier to perform any Work without the Contractor's verification that all subcontractors are in full and strict compliance with the DIR registration requirements. Any subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code section 1771.1. Contractor or its subcontractors of any tier shall not be entitled to any additional costs or time arising from or in any way related to compliance with the DIR registration requirements.

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ARTICLE 4 ADMINISTRATION OF THE CONTRACT AND CLAIMS

4.1 ARCHITECT

4.1.1 Replacement of Architect

In the case of the termination of the Architect, the Owner may appoint an Architect or another construction professional or may perform such functions with its own licensed professional personnel. The status of the replacement Architect under the Contract Documents shall be the same as that of the former Architect.

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.1 Status

Pursuant to Titles 2 of the California Code of Regulations and as required pursuant to the Field Act, Education Code 17280 et. seq., the Architect will provide administration of the Contract Documents and the Work, and will be the Owner's representative during construction, as well as during the one (1) year period following the commencement of any warranties. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

4.2.2 Site Visits

The Architect will visit the Site at intervals necessary in the judgment of the Architect to become generally familiar with the progress and quality of the Work and to determine in general if the Work is being performed in accordance with the Contract Documents and as otherwise required by DSA.

4.2.3 Limitations of Construction Responsibility

The Architect, Owner and CM shall not have control over, charge of, or be responsible for construction means, methods, techniques, schedules, sequences or procedures, fabrication, procurement, shipment, delivery, receipt, installation, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract Documents. The Architect, Owner and CM shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, their agents or employees, or any other persons or entities performing or supplying portions of the Work. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect, Owner or CM in the Architect, Owner or CM's administration of the Contract Documents, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

4.2.4 Communications Facilitating Contract Administration

Except where a CM is on the Project, or as otherwise provided in the Contract Documents or when direct communications are warranted by special circumstances, the Owner and the Contractor shall communicate through the Architect. In the cases where a CM is hired for the Project, all communication shall be through the CM (unless otherwise directed) with copies to the Owner, Architect and Inspector. Where direct communication is necessary between the Owner and the Contractor, the Owner's communication shall be through the Owner's authorized designated person. Contractor shall not rely upon any communications from the Owner that is not from the Owner's authorized designee. Communications

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by and with the Architect's consultants shall be through the Architect. Copies of all communication shall be sent to the Architect, Owner Representative and Inspector.

4.2.5 Payment Applications

The Architect will review and make recommendations to the Owner regarding the amounts due the Contractor on the Certificates for Payment pursuant to Article 9.3.4 and subject to the Inspector's review, (CM review, if applicable) and Architect's observation. This review of Payment Applications is sometimes called a "Pencil Draft." Return of a Pencil Draft shall constitute the Owner's dispute of the Pay Application that has been submitted. Contractor shall promptly respond to Pencil Drafts or Contractor's Pay Applications may be delayed. Contractor's failure to promptly respond to a Pencil Draft shall qualify as a delay in the Prompt Payment of a Request for Payment or Request for Retention.

4.2.6 Rejection of Work

In addition to the rights, duties, and obligations of the Inspector under this Article, the Architect may recommend to the Owner that the Owner reject Work which does not conform to the Contract Documents. Contractor shall, without charge, replace or correct Work found by the Owner to not be in conformance to Contract requirements. Contractor shall promptly segregate and remove rejected materials from the Project site.

This section does not address a Notice of Non-Compliance and the remedies associated with a Notice of Non-Compliance which are addressed at Article 7.1.2.

4.3 PROJECT INSPECTOR

4.3.1 General

One or more project inspectors employed by the Owner and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s) duties are as specifically defined in Title 24 Section 4-333 and 4-342 and in DSA IR A-8.

4.3.2 Inspector's Duties and DSA Noted Timelines for Inspection

All Work shall be under the observation of the Inspector. The Inspector shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable superintendence. The Inspector is not authorized to make changes in the Drawings or Specifications nor shall the Inspector's approval of the Work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.

Inspector shall electronically post DSA required documents on the DSA electronic posting website. It is the Contractor's responsibility to determine the status of posting and determine if all the criteria for sign off of a category of Work on the Project Inspection Card (Form DSA 152) as defined more thoroughly in the most current version of the DSA 152 manual posted on the DSA website.

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Inspector may collaborate with Contractor about approval of areas that may be constructed and approved incrementally under the DSA 152 card pursuant to the guidelines of PR-13 at Article 1.17. Inspector shall work with Contractor to present incremental approval proposals to DSA.

4.3.3 Inspector's Authority to Reject or Stop Work

The Inspector shall have the authority to reject Work whenever provisions of the Contract Documents are not being complied with, and Contractor shall instruct its Subcontractors and employees accordingly. In addition, the Inspector may stop any Work that poses a probable risk of harm to persons or property. The Contractor shall instruct its employees, Subcontractors, material and equipment suppliers, etc., accordingly. The absence of any Stop Work Order or rejection of any portion of the Work shall not relieve the Contractor from any of its obligations pursuant to the Contract Documents.

4.3.4 [Reserved]

4.3.5 Testing Times

The Owner will provide inspection and testing at its cost during the normal eight (8) hour day Monday through Friday (except holidays). Work by the Contractor outside of the normal eight (8) hour day shall constitute an authorization from the Contractor to the Owner to provide inspection and testing as required outside of the normal eight (8) hour day. Contractor shall provide adequate time for inspections so as to not delay the Work. .

4.3.6 Special Inspection Out of State, Out of Country or Remote from Project

If Contractor has a subcontractor or supplier that requires in plant or special inspections or tests that are out of the Country, out of State or a Distance of more than 200 miles from the Project site, the Owner shall provide the Special Inspector or individual performing tests time for inspection and testing during normal work hours. Contractor, however, is responsible for the cost of travel, housing, food, out of area premiums that may be in the Inspector/Testing Agreement with Owner, or other expenses necessary to ensure proper inspection or testing is provided by a DSA Certified Inspector, Special Inspector, or individual performing tests. In some cases all three (DSA Inspector, Special Inspector, and Testing) may be required. In addition, if the DSA Certified Inspector, Special Inspector, or individual performing test has contractual travel clauses or special rates for out of town inspection, Contractor is responsible for all costs associated with the contractual travel costs in addition to all other costs. Arrangements for inspection and/or testing shall be made far enough in advance so as to not delay the Work.

4.4 STOP WORK ORDER

DSA may issue a Stop Work Order, or an Order to Comply, when either (1) the Work proceeds without DSA approval; (2) the Work proceeds without a DSA Inspector of Record, or (3) where DSA determines that the Work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the Work in the affected area shall cease until DSA withdraws the Stop Work Order. See Education Code Section 17307.5(b) and Education Code Section 81133.5.

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4.5 RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE OWNER FOR PROFESSIONAL SERVICES

If at any time prior to the completion of the requirements under the Contract Documents, the Owner is required to provide or secure additional professional services (including CM, Inspection, Architect, Engineering and Special Consultant Services) for any reason by any act of the Contractor, the Owner may seek a Deductive Change Order for any costs incurred for any such additional services, which costs shall be deducted from the next progress payment. A Deductive Change Order shall be independent from any other Owner remedies and shall not be considered a waiver of any Owner rights or remedies. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. Additional services shall include, but shall not be limited to, the following:

- a. Services made necessary by the default of the Contractor (Article 14 or Article 2.2).
- b. Services made necessary due to the defects or deficiencies in the Work of the Contractor (Article 2.2 and Article 9.6).
- c. Spurious or frivolous RFI's issued that do not conform to the requirements of Article 7.4. Issuance of the same RFI after receiving an answer from the Architect or Engineer.
- d. Review of Schedules that are provided by Contractor that do not Conform with the Requirements of Article 8.
- e. Preparation of a CCD or ICD to correct a Contractor Deficiency, or Contractor Caused Notice of Non-Compliance (Article 7.3).
- f. Review of Incomplete Shop Drawings or Submittals, including the submission of Piecemeal Shop Drawings or Submittals unless piecemeal Submittals are specifically agreed upon by Owner (Article 3.9).
- g. Services required by failure of the Contractor to perform according to any provision of the Contract Documents.
- h. Services in connection with evaluating substitutions of products, materials, equipment, Subcontractors' proposed by the Contractor, and making subsequent revisions to Drawings, Specifications, obtaining DSA approvals, DSA costs for review of CCD's, other governmental agency review costs, and providing other documentation required (except for the situation where the specified item is no longer manufactured or available) (Article 3.10).
- i. Services for evaluating and processing Claims or Disputes submitted by the Contractor in connection with the Work outside the established Change Order process.
- j. Services required by the failure of the Contractor to prosecute the Work in a timely manner in compliance within the specified time of completion.
- k. Services in conjunction with the testing, adjusting, balancing and start-up of equipment other than the normal amount customarily associated for the type of Work involved.
- l. Services in conjunction with more than one (1) re-review of Submittals of Shop Drawings, product data, samples, RFI's etc.

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4.6 DISPUTES AND CLAIMS

4.6.1 Decision of Architect

Disputes between Owner and Contractor involving money or time, including those alleging an error or omission by the Architect shall be referred initially to the Architect for action within ten (10) days after Contractor's Article 7 request for Change is denied. A decision by the Architect, as provided in Paragraph 4.6.5, shall be required as a condition precedent to proceeding with remedies set forth in Paragraph 4.6.9 as to all such matters arising prior to the date Retention Payment Application is due, regardless of whether such matters relate to execution and progress of the Work, or the extent to which the Work has reached Final Completion.

The condition precedent of an Architect decision shall be waived if: (1) the position of Architect is vacant; (2) the Architect has not received evidence or has failed to render a decision within agreed time limit; (3) the Architect has failed to take action required under Paragraph 4.6.5 within thirty (30) days after the Claim is made, forty-five (45) days have passed after the Claim has been referred to the Architect; or (4) the Claim relates to a Stop Notice Claim not arising from any extra change order or Immediate Change Directive for which approval has not been provided.

4.6.2 [Reserved]

4.6.3 [Reserved]

4.6.4 [Reserved]

4.6.5 Architect's Written Decision

If a Dispute has not been resolved after consideration of the foregoing and of other evidence presented by the parties or requested by the Architect, the Architect (or Architect through CM) shall provide a written decision twenty (20) days after the Architect's preliminary decision rendered in accordance with Paragraph 4.6.1. Upon expiration of such time period, the Architect (or Architect through CM) will render to the parties its written decision relative to the Dispute, including any change in the Contract Sum or Contract Time or both.

The Architect may also request reasonable additional time to complete Architect's written decision.

If the resolution of the Dispute by the Architect is not satisfactory to the Contractor and copies of all back-up documentation of costs and the basis for the Dispute is fully articulated in a package of material that is complete, the Contractor may then submit a Claim to the Owner under Article 4.6.9

4.6.6 Continuing Contract Performance

Pending final resolution of a Dispute or Claim, including, negotiation, mediation, arbitration, or litigation, the Contractor shall proceed diligently with performance of the Contract, and the Owner shall continue to make any undisputed payments in accordance with the Contract (less any withholdings or offsets). If the Dispute or Claim is not resolved, Contractor agrees it will neither rescind the Contract nor stop the progress of the work, but Contractor's sole remedy shall be to submit such controversy to determination by a court of competent jurisdiction in the county where the project is located, after the project has been completed, and not before.

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4.6.6.1 *Owner's Option to Submit Individual Disputes to Arbitration during Claims and Disputes Process.* At the Owner's sole option, in order to more efficiently resolve claims during the Project and prior to the completion of the Claims Process, pursuant to Government Code Section 9201, the Owner may submit individual Disputes or Claims for binding arbitration and Contractor agrees to the resolution of for each individual Dispute or Claim by an Arbitrator, including resolution of time and delays. If binding arbitration is utilized for individual disputes, such resolution is full and final as to that particular Dispute or Claim. THIS INDIVIDUAL DISPUTE ARBITRATION PROCESS IS NOT AN ARBITRATION CLAUSE AND SHALL NOT BE CONSTRUED AS AN AGREEMENT TO ARBITRATE. THIS INDIVIDUAL DISPUTES ARBITRATION PROCESS IS FOR THE SOLE PURPOSE OF STREAMLINING AND RESOLVING CLAIMS DURING CONSTRUCTION AND SHALL BE REQUESTED ON SPECIFIC INDIVIDUAL ITEMS BY THE OWNER PRIOR TO RETENTION PAYMENT (EVEN IF THERE ARE DEDUCTIONS MADE FROM RETENTION PAYMENT) WHICH REPRESENTS THE FINAL COMPLETION OF THE PROJECT.

- a. If there is no Retention remaining on the Project, Individual Disputes initiated prior to Project Final Completion shall continue until a final disposition of the Arbitration or resolution of the individual Claim or Dispute.
- b. No Tolling. The Arbitration process shall not toll the Disputes, Claims, or Appeals process under Article 4.6 or the requirement to submit claims to Court under Article 4.6.9.4.

4.6.7 [Reserved]

4.6.8 Dispute Concerning Extension of Time.

If Contractor and Owner cannot agree upon an extension of time, whether compensable or not, then Contractor must have first completed the procedures set forth in Paragraph 8.4. Upon completion of the procedures set forth under Paragraph 8.4, Contractor must then comply with the requirements in this Article including those set forth under Paragraph 4.6.9.

4.6.9 Claims Procedures

Pursuant to the remedies under Public Contract Code Section 9201 and Government Code Section 930.2, Contractor, through execution of this Agreement, also agrees to comply with the Claims requirements of Article 4.6 to quickly and efficiently resolve disputes. Further, to provide a level of accuracy to the records submitted, the Owner shall have the right to audit books and records pursuant to Article 13.11 based on the actual costs incurred and to reduce the uncertainty in resolving disputes with limited information.

4.6.9.1 *Procedure Applicable to All Claims*

- a. Definition of Claim: A "Claim" is where a Dispute between the parties rises to the level where backup documentation is assembled and provided to the Owner as a separate demand by the Contractor for (1) time extension, (2) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (3) and amount the payment of which is disputed by the Owner.

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- b. Filing Claim Is Not Basis to Discontinue Work: The Contractor shall promptly comply with Work under the Contract or Work requested by the Owner even though a written claim has been filed. The Contractor and the Owner shall make good faith efforts to resolve any and all claims that may arise during the performance of the Work covered by this Contract.
- c. Claim Notification: The Contractor shall within seven (7) calendar days after the Written Decision of the Architect, or if the time period for Architect's Decision has passed under Article 4.6.1, submit a notification, in writing, with the Owner (and the Owner's CM) stating clearly the basis for the claim. If the notification is not submitted within seven (7) days after the Written Decision of the Architect or the passage of time under Article 4.6.1, the Contractor shall be deemed to have waived all right to assert the claim, and the claim shall be denied. Claims submitted after the Retention Payment date shall also be considered null and void by the Owner. All claims shall be reviewed pursuant to Article 4.6.1 through 4.6.5.

The Formal Notification of Claim must be presented as follows:

- (1) All documentation submitted pursuant to Article 4.6 to the Architect shall be submitted with the "claim."
 - (2) Any additional or supporting documentation that Contractor believes is relevant should be submitted at this time.
- d. Formal Claim Appeal Submission: If the Contractor does not concur with the Owner's decision regarding the Claim Notification, the Contractor will issue a formal Claim Appeal within fourteen (14) days of receipt of the Owner's decision and all detailed information in support of the Claim Appeal within thirty (30) days. All appeals shall be submitted before Retention Payment. If the Claim Appeal is not submitted within fourteen (14) calendar days and detailed information within thirty (30) days, the Contractor shall be deemed to have waived its right to assert the Claim and the Claim shall be denied. Contractor's failure to submit any detailed information which is in the possession of Contractor shall render such information inadmissible by Contractor at trial or arbitration.
 - e. Appeal Claim Format: The Contractor shall provide all written detailed documentation which supports the claim, including but not limited to: arguments, justifications, cost, estimates, Schedule analysis and detailed documentation. The format of the Claim Appeal shall be as follows:
 - 1. Cover letter.
 - 2. Summary of factual basis of Claim and amount of claim.
 - 3. Summary of the basis of the Claim, including the specific clause and section under the Contract under which the claim is made.
 - 4. Documents relating to the Claim, including:

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- a. Specifications sections in question.
- b. Relevant portions of the Drawings
- c. Applicable Clarifications (RFI's)
- d. Other relevant information, including responses that were received.
- e. Break down of all costs associated with the Claim.
- f. Applicable Daily reports and logs.
- g. For Claims involving overhead, cost escalation, acceleration, disruption or increased costs, a full version of job costs reports organized by category of work or Schedule of Values with budget information tracked against actual costs. Any and all supporting back-up data, including the original bid (and associated original unaltered metadata). Certification: The Contractor (and subcontractors, if applicable) shall submit with the claim a certification under penalty of perjury:

1. That the Contractor has reviewed the claim and that such claim is made in good faith;
2. Supporting data are accurate and complete to the best of the Contractor's knowledge and belief;
3. The amount requested accurately reflects the amount of compensation for which the Contractor believes the Owner is liable; and
4. That the Contractor is familiar with Government Code Sections 12650 et seq. and Penal Code Section 72 and that false claims can lead to substantial fines and/or imprisonment.

f. Signature of Certification: If the Contractor is not an individual, the certification shall be executed by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

g. Mandatory Claim Appeal Procedure: The Contractor's Claim Appeal shall be denied if it fails to follow the requirements of this Article.

4.6.9.2 Owner (through CM or Owner's Agent or Attorney) May Request Additional Information: Within thirty (30) days of receipt of the Claim Appeal and the information under this Article, the Owner may request in writing any additional documentation supporting the claim or documentation relating to defenses to the claim which the Owner may assert. Nothing in the claims procedures set forth in this Article 4 of the General Conditions shall act to waive or relieve the Contractor from meeting the requirements set forth in Government Code section 900 et seq.

4.6.9.3 *Binding Arbitration of Individual Claim Issues.* To expedite resolution of Claims pursuant to Public Contract Code Section 9201, at the Owner's sole option, the Owner may submit individual Claims to Arbitration prior to Retention Payment consistent with the requirements of Article 4.6.6.1.

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4.6.9.4 *Resolution of Claims in Court of Competent Jurisdiction.* If Claims are not resolved under the procedure set forth and pursuant to Article 4.6.9, such claim or controversy shall be submitted to a court in the County of the location of the Project after the Project has been completed, and not before.

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ARTICLE 5 SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 Subcontractual Relations Bound to Same Contract Terms at General Contractor

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the same obligations and responsibilities, assumed by Contractor pursuant to the Contract Documents.

5.1.2 Subcontractor Licenses

All Subcontractors shall be properly licensed by the California State Licensing Board. All Subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. No portion of the Work is permitted to be performed by a subcontractor of any tier unless the Subcontractor is properly registered with DIR. Any Subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code section 1771.1.

5.1.3 Substitution of Subcontractor

Substitution of Subcontractors shall be permitted only as authorized under Public Contract Code §§ 4107 et. seq. Any substitutions of Subcontractors shall not result in any increase in the Contract Price or result in the granting of any extension of time for the completion of the Project.

5.1.4 Contingent Assignment of Subcontracts and Other Contracts

Each subcontract, purchase order, vendor contract or agreement for any portion of the Work is hereby assigned by the Contractor to the Owner provided that:

- a. Such assignment is effective only after Termination of this Contract with the Contractor by the Owner as provided under Article 14 and only for those subcontracts and other contracts and agreements that the Owner accepts by notifying the Subcontractor or Materialman (as may be applicable) in writing; and
- b. Such assignment is subject to the prior rights of the Surety(ies) obligated under the Payment Bond and Performance Bond.
- c. The Contractor shall include adequate provisions for this contingent assignment of subcontracts and other contracts and agreements in each such document.

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ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 Separate Contracts.

6.1.1.1 Owner reserves the right to let other contracts in connection with this Work. Contractor shall afford other contractors reasonable opportunity for (1) introduction and storage of their materials; (2) access to the Work; and (3) execution of their work. Contractor shall properly connect and coordinate its work with that of other Contractors.

6.1.1.2 Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by Owner in prosecution of the Project and the potential impact of such Work on the Baseline Schedule or Schedule updates.

6.1.1.3 Nothing herein contained shall be interpreted as granting to Contractor the exclusive occupancy at the site of Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project Site. If execution of any contract by the Owner is likely to cause interference with Contractor's performance of this Contract, once Contractor provides Owner timely written notice and identifies the Schedule Conflict, Owner shall decide which contractor shall cease work temporarily and which contractor shall continue, or whether Work can be coordinated so that contractors may proceed simultaneously.

6.1.1.4 Owner shall not be responsible for any damages suffered or extra costs incurred by Contractor resulting directly or indirectly from award or performance or attempted performance of any other contract or contracts at the Project necessary for the performance of the Project (examples include Electrical Utility Contractor, separate offsite contractor, a separate grading contractor, furniture installation etc.).

6.2 [Reserved]

6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Paragraph 3.12, the Owner may clean up and allocate the cost among those it deems responsible.

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ARTICLE 7 CHANGES IN THE WORK

7.1 CHANGES

7.1.1 No Changes Without Authorization

There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order, Change Order Request, Immediate Change Directive, or order by the Architect for a minor change in the Work as herein provided. Owner shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the Owner's Governing Board or designated representative with delegated authority (subject to Board ratification) has authorized the same and the cost thereof approved in writing by Change Order or executed Construction Change Document. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order.

7.1.2 Notices of Non-Compliance

Contractor deviation or changes from approved Plans and Specifications may result in the issuance of a Notice of Non-Compliance (See DSA Form 154). Contractor is specifically notified that deviations from the Plans and Specifications, whether major or minor, may result in the requirement to obtain a DSA Construction Change Document to correct the Notice of Non-Compliance. (See Article 7.3.1 for Definition of CCD). In some cases, the lack of a DSA approved CCD AND verification from the Inspector that a Notice of Non-Compliance has been corrected may result in a critical path delay to the next stage of Work on the Project. Specifically, a deviation from approved Plans and Specifications may prevent approval of the category of Work listed in the DSA 152 Project Inspection Card. Any delays that are caused by the Contractor's deviation from approved Plans and Specifications shall be the Contractor's responsibility.

7.1.3 Architect Authority

The Architect will have authority to order minor changes in the Work that do not involve DSA Approval not involving any adjustment in the Contract Sum, or an extension of the Contract Time.

7.2 CHANGE ORDERS ("CO")

A CO is a written instrument prepared by the Architect and signed by the Owner (as authorized by the Owner's Governing Board), the Contractor, and the Architect stating their agreement upon all of the following:

- a. A description of a change in the Work;
- b. The amount of the adjustment in the Contract Sum, if any; and
- c. The extent of the adjustment in the Contract Time, if any.

A CO may be comprised of ICD's, Response to RFP's and COR's

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7.3 CONSTRUCTION CHANGE DOCUMENT (CCD Category A, and CCD Category B) and IMMEDIATE CHANGE DIRECTIVE (ICD)

7.3.1 Definitions

7.3.1.1 *Construction Change Document (CCD)*. A Construction Change Document is a DSA term that is utilized to address changes to the DSA approved Plans and Specifications. There are two types of Construction Change Documents. (1) DSA approved CCD Category A (DSA Form 140) for Work affecting Structural, Access or Fire-Life Safety of the Project which will require a DSA approval; and, (2) CCD Category B (DSA Form 141) for work NOT affecting Structural Safety, Access Compliance or Fire and Life Safety that will not require a DSA approval (except to confirm that no Approval is required);

7.3.1.2 *Immediate Change Directive (ICD)*. An Immediate Change Directive is a written order to the Contractor prepared by the Architect and signed by the Owner (and CM if there is a CM on the Project) and the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by ICD, without invalidating the Contract, direct immediate changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Sum and Contract Time will be adjusted accordingly.

In the case of an Immediate Change Directive being issued, Contractor must commence Work immediately or delays from failure to perform the ICD shall be the responsibility of Contractor and the failure to move forward with Work immediately shall also be grounds for Termination under Article 14.

An ICD does not automatically trigger an Article 7.6 Dispute or Claim. Contractor must timely follow the procedures outlined at Article 7.6 and 4.6 where applicable.

Refer to Division 1 for a copy of the proposed Immediate Change Directive form.

7.3.2 Use to Direct Change

An ICD shall be used to move work forward immediately and to avoid delay. In some cases, an ICD shall be issued in the absence of agreement on the terms of a CO, COR, or RFP. A copy of an ICD form is provided in Division 1. The anticipated not to exceed price for the Work will be inserted into the ICD. In the case of an ICD issued to correct Contractor Deficiencies or to correct a Contractor caused Notice of Non-Compliance, the ICD may be issued with \$0 and 0 time. Contractor may prepare a COR associated with the ICD pursuant to Article 7. However, Contractor shall proceed with all Work required under an Approved ICD immediately upon issuance. Failure to proceed with the Work under an ICD shall be grounds for Termination for Cause under Article 14 or take over the Work under Article 2.2.

If adequate time exists, an ICD may be subject of an RFP for pricing and determination if any time that may be required. However, if an RFP is not completed, Contractor shall immediately commence Work when an ICD is issued. If the RFP is incomplete, it may still be completed to be submitted for Pricing Purposes as long as the PR is submitted within the timeline provided by the PR, or within 10 days following issuance of the ICD.

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7.3.3 ICD Issued Over a Notice of Non-Compliance or to Cover Work Subject to a DSA 152 Sign Off

In some cases, an ICD shall be for the purpose of proceeding with Work to keep the Project on Schedule and as an acknowledgement by the Owner that Contractor is proceeding with Work contrary to a Notice of Non-Compliance, prior to issuance of a DSA approved CCD Category A, or to direct the covering of Work which has not yet received a DSA 152 Inspection Approval to move forward.

7.3.3.1 *Contractor Compliance with all Aspects of an ICD.* Contractor is to undertake the ICD and comply with all aspects of the Work outlined in the ICD. Inspector is to inspect the Work pursuant to the ICD. Failure to follow the ICD may result in deduction of the ICD Work under Article 2.2 or Termination of the Contractor pursuant to Article 14. .

7.3.3.2 *Exception in the Case of DSA Issued Stop Work Order.* Contractor must proceed with an ICD even if a CCD has not been approved by DSA except in the case of a DSA issued Stop Work Order. If a DSA Stop Work Order is issued, Contractor must stop work and wait further direction from the Owner.

7.3.3.3 *ICD Due to Contractor Deficiency or Contractor Caused Notice of Non-Compliance.* If an ICD is issued to correct a Contractor Deficiency or a Contractor caused notice of Non-Compliance, Contractor specifically acknowledges responsibility for all consequential damages associated with the Contractor Deficiency or Contractor Caused Notice of Non-Compliance and all consequential damages and costs incurred to correct the deficiency under Article 4.5

7.4 REQUEST FOR INFORMATION (“RFI”)

7.4.1 Definition

An RFI is a written request prepared by the Contractor requesting the Architect to provide additional information necessary to clarify or amplify an item which the Contractor believes is not clearly shown or called for in the Drawings or Specifications, or to address problems which have arisen under field conditions.

7.4.1.1 An RFI shall not be used as a vehicle to generate time extensions.

7.4.1.2 Resubmission of the same or similar RFI is not acceptable. RFI's that are similar should be addressed in Project meetings where the requestor (Contractor, subcontractor or vendor) is able to address the particular issue with the Architect or Engineer and a resolution addressed in the minutes.

7.4.1.3 An RFI response applicable to a specific area cannot be extended to other situations unless specifically addressed in writing within the RFI or in a separate RFI.

7.4.1.4 RFI's should provide a proposed solution and should adequately describe the problem that has arisen.

7.4.2 Scope

The RFI shall reference all the applicable Contract Documents including Specification section, detail, page numbers, drawing numbers, and sheet numbers, etc. The Contractor shall make

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suggestions and interpretations of the issue raised by the RFI. An RFI cannot modify the Contract Cost, Contract Time, or the Contract Documents.

7.4.3 Response Time

The Architect must respond to a RFI within a reasonable time after receiving such request. If the Architect's response results in a change in the Work, then such change shall be effected by a written CO, COR RFP or ICD, if appropriate. If the Architect cannot respond to the RFI within a reasonable time, the Architect shall notify the Contractor, with a copy to the Inspector and the Owner, of the amount of time that will be required to respond.

7.4.4 Costs Incurred

The Contractor shall be responsible for any costs incurred for professional services as more fully set forth in Article 4.5, which shall be subject to a Deductive Change Order, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request. Owner, at its sole discretion, shall issue a Deductive Change Order to Contractor for all such professional services arising from this Article.

7.5 REQUEST FOR PROPOSAL ("RFP")

7.5.1 Definition

An RFP is a written request prepared by the Architect (and/or CM) requesting the Contractor to submit to the Owner and the Architect an estimate of the effect of a proposed change on the Contract Price and (if applicable) the Contract Time. If Architect issues a Bulletin, the Changed items in the Bulletin shall be addressed as an RFP and all responses shall be prepared to a Bulletin as addressed in this Article 7.5. A form RFP is included in the Division 1 documents.

7.5.2 Scope

An RFP shall contain adequate information, including any necessary Drawings and Specifications, to enable Contractor to provide the cost breakdowns required by Paragraph 7.7. The Contractor shall not be entitled to any Additional Compensation for preparing a response to an RFP, whether ultimately accepted or not.

7.5.3 Response Time

Contractor shall respond to an RFP within ten (10) days or the time period otherwise set forth in the RFP.

7.6 CHANGE ORDER REQUEST ("COR")

7.6.1 Definition

A COR is a written request prepared by the Contractor supported by backup documentation requesting that the Owner and the Architect issue a CO based upon a proposed change, cost, time, or cost and time that may be incurred on the Project or arising from an RFP, ICD, or CCD.

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7.6.2 Changes in Price

A COR shall include breakdowns per Paragraph 7.7 to validate any change in Contract Price due to proposed change or claim.

7.6.3 Changes in Time

A COR shall also include any additional time required to complete the Project only if the delay is a critical path delay. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Project Schedule as defined in Article 8 of the General Contract. A schedule fragment showing the time delay must be submitted with the COR. Any changes in time will be granted only if there is an impact to the critical path. If Contractor fails to request a time extension in a COR, then the Contractor is thereafter precluded from requesting or claiming a delay.

7.6.4 Notice of Change

Contractor shall submit a written Notice of Change to the Owner and the Architect if any instruction, request, drawing, specification, action, condition, omission, default, deduction, deletion, or other circumstance occurs that impacts the Contract Sum as defined in Article 9.1, the critical path, or the Contract Time as defined in Article 8.1.1. Such Notice of Change shall be provided prior to the commencement of performance of the Work affected and no later than five (5) Days after the discovery date of such circumstance by Contractor. Once a timely Notice of Change has been submitted to the Owner and Architect, Contractor shall thereafter submit a fully complete COR as required by Article 7.6 and Article 7.7. FAILURE BY THE CONTRACTOR TO PROVIDE A COMPLETE AND TIMELY NOTICE OF CHANGE AND/OR COR WHERE A NOTICE OF CHANGE AND/OR COR IS REQUIRED BY THIS ARTICLE 7.6 AND ARTICLE 7.7 SHALL CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OF OR RELATED TO SUCH CHANGE BY MEANS OF THE DISPUTES AND CLAIMS PROCESS (SEE ARTICLE 4.6) OR BY ANY OTHER LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS.

7.7 COST OF CHANGE ORDERS

7.7.1 Scope

At the time a request is made for a change that impacts the Contract Sum as defined in Paragraph 9.1, the critical path, or the Contract Time as defined in Paragraph 8.1.1, the Contractor shall provide the Owner and the Architect, with a written estimate of the effect of the proposed CO upon the Contract Sum and the actual or estimated cost of construction, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices, and wage rates required for the change, and the effect upon the Contract Time of such CO. Changes may be made by Owner by an appropriate written CO, or, at the Owner's option, such changes shall be implemented immediately upon the Contractor's receipt of an appropriate written Construction Change Document.

Owner may, as provided by law and without affecting the validity of this Agreement, order changes, modification, deletions and extra work by issuance of written CO or Construction Change Documents from time to time during the progress of the Project, Contract sum being adjusted accordingly.

7.7.1.1 *Time and Material Charges.* If the Owner orders Work on a "time and material" basis, timesheets shall be signed daily by the Inspector or Owner Designee at or near the time the Work is

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actually undertaken and shall show the hours worked, and the Work actually completed. No time sheets shall be signed the next day. A copy shall be provided to the Person signing the document at the time the document is signed, but not before 10 am the following day.

7.7.2 Determination of Cost

The amount of the increase or decrease in the Contract Price from a CO or COR, if any, shall be determined in one or more of the following ways as applicable to a specific situation:

- a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation. If an agreement cannot be reached within fifteen (15) days after submission and negotiation of Contractor's proposal, Contractor may submit pursuant to Paragraph 7.7.3. Submission of sums which have no basis in fact are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code Section 12650 et. seq.);
 1. If the Owner objects to 7.7.2(a) as a method for submission due to inaccuracies in the submitted amount, overstatement of manpower or time required to perform the CO, or unreliability of the data provided, the Owner may either have the Architect or a professional estimator determine the cost for the CO, and the applicable time extension, or the Contractor shall utilize Paragraph 7.7.2(d) or 7.7.3.
 2. Once the Owner provides a written objection to use of Article 7.7.2(a) due to unreliability of the estimated price, the Contractor shall no longer utilize mutual acceptance of a lump sum as a method for submission of CO's and shall provide a breakdown of estimated or actual costs pursuant to Article 7.7.2(d) or 7.7.3.
- b. By unit prices contained in Contractor's original bid and incorporated in the Project documents or fixed by subsequent agreement between Owner and Contractor;
- c. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee. However, in the case of disagreement, Contractor must utilize the procedure under section 7.7.3; or
- d. By cost of material and labor and percentage of overhead and profit. If the value is determined by this method the following requirements shall apply:
 1. *Basis for Establishing Costs*
 - i. Labor will be the actual cost for wages prevailing locally for each craft or type of workers at the time the extra Work is done, plus employer payments of payroll taxes and workers compensation insurance (exclude insurance costs as part of the Overhead and Profit mark-up), health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State, or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. In no case shall the total labor costs exceed the applicable prevailing wage

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rate for that particular classification. The use of a labor classification which would increase the extra Work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

- ii. Materials shall be at invoice or lowest current price at which such materials are locally available and delivered to the Site in the quantities involved, plus sales tax, freight, and delivery. The Owner reserves the right to approve materials and sources of supply or to supply materials to the Contractor if necessary for the progress of the Work. No markup shall be applied to any material provided by the Owner.
- iii. Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of \$250 or less.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies or distributors at the time the Work is performed. Rates applied shall be appropriate based on actual equipment need and usage. Monthly, weekly or other extended use rates that results in the lowest cost shall be applied if equipment is used on site for extended periods.

The rental rates paid shall include all associated costs, including the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

If tool and equipment charges are part of a Dispute, Claim, or Appeal, the Owner reserves the right to utilize actual costs for tools and equipment or a depreciation rate for equipment based on audit finding under Article 13.11 and deduct any rental charges that exceed actual or depreciated costs.

- e. Other Items. The Owner may authorize other items which may be required on the extra work. Such items include labor, services, material, and equipment which are different in their nature from those required by the Work, and which are of a type not ordinarily available from the Contractor or any of the Subcontractors. Invoices covering all such items in detail shall be submitted with the request for payment.
- f. Invoices. Vendors' invoices for material, equipment rentals, and other expenditures shall be submitted with the COR. If the request for payment is not substantiated by invoices or other documentation, the Owner may establish the cost of the item involved at the lowest price which was current at the time of the Daily Report.
- g. Overhead. Overhead, including direct and indirect costs, shall be submitted with the COR and include: field overhead, home office overhead, off-site supervision,

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CO preparation/negotiation/research, time delays, project interference and disruption, additional guaranty and warranty durations, on-site supervision, additional temporary protection, additional temporary utilities, additional material handling costs, liability and property damage insurance, and additional safety equipment costs.

7.7.3 Format for COR or CO's

The following format shall be used as applicable by the Owner and the Contractor to communicate proposed additions to the Contract. All costs submitted shall be actual costs and labor shall be unburdened labor. Refer to Division 1 for a copy of the Construction Change Order form.

		<u>EXTRA</u>	<u>CREDIT</u>
(a)	Material (attach itemized quantity and unit cost plus sales tax)	_____	_____
(b)	Labor (attach itemized hours and rates)	_____	_____
(c)	Equipment (attach invoices)	_____	_____
(d)	Subtotal	_____	_____
(e)	Total Overhead and Profit (inclusive of Liability and Property Damage Insurance): Not to exceed fifteen percent (15%) of Item (d).	_____	_____
(f)	Subtotal	_____	_____
(g)	Bond not to exceed one percent (1%) of Item (d)	_____	_____
(h)	TOTAL	_____	_____
(i)	Time	_____	_____

The undersigned Contractor approves the foregoing Change Order or Immediate Change Directive as to the changes, if any, and the Contract price specified for each item and as to the extension of time allowed, if any, for completion of the entire Work on account of said Change Order or Immediate Change Directive, and agrees to furnish all labor, materials and service and perform all Work necessary to complete any additional Work specified therein, for the consideration stated herein. It is understood that said Change Order or Immediate Change Directive shall be effective when approved by the Governing Board of the Owner.

It is expressly understood that the value of such extra Work or changes, as determined by any of the aforementioned methods, expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages or time extensions not included are deemed waived.

The Contractor expressly acknowledges and agrees that any change in the Work performed shall not be deemed to constitute a delay or other basis for claiming additional compensation based on theories including, but not limited to, acceleration, suspension or disruption to the Project.

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7.7.3.1 *Adjustment for Time and Compensable Delay.* A CO shall also include any additional time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Project Schedule as defined in Article 8 of the General Contract. A schedule fragment showing the time delay must be submitted with the CO. Any changes in time will be granted only if there is an impact to the critical path. If Contractor fails to request a time extension in a CO, then the Contractor is thereafter precluded from requesting or claiming a delay.

7.7.4 Deductive Change Orders

All Deductive Change Order(s) must be prepared utilizing the form under Paragraph 7.7.3 (a)-(d) only setting forth the actual costs incurred. Except in the case of an Article 2.2 or 9.6 Deductive Change Order where no mark-up shall be allowed, Contractor will be allowed a maximum of 5% total profit and overhead. Unilateral Deductive Change Orders

For Unilateral Deductive Change Orders, or where credits are due from Contractor for Allowances, Deductive Items, Inspection, Damage, DSA CCD review costs, Architect or Inspector costs for after hours or corrective services, Work removed from the Agreement under Article 2.2 or Article 9.6, there shall be no mark-up.

Owner may, any time after a Deductive Change Order is presented to Contractor by Owner for items under Article 2.2 or Article 9.6 of if there is disagreement as to the Deductive Change Order, issue a unilateral Deductive Change Order on the Project and deduct the Deductive Change Order from a Progress Payment, Final Payment, or Retention.

7.7.5 [Reserved]

7.7.6 Notice Required

If the Contractor desires to initiate a Dispute for an increase in the Contract Price, or any extension in the Contract Time for completion, Contractor shall notify the applicable party responsible for addressing the Dispute or Claim pursuant to Article 4.6.

7.7.7 Alteration to Change Order Language

Contractor shall not alter or reserve time in COR's, CO's or ICD's. Contractor shall execute finalized CO's and proceed under Paragraph 7.7.7 and Paragraph 4.6 with proper notice. If Contractor intends to reserve time without an approved CPM schedule prepared pursuant to Article 8 or without submitting a schedule fragment showing delay to critical path, then Contractor may be prosecuted pursuant to the False Claim Act.

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ARTICLE 8 TIME AND SCHEDULE

8.1 DEFINITIONS

8.1.1 Contract Time

Contractor shall perform and reach Substantial Completion (See Article 1.1.46) within the time specified in the Agreement Form..

8.1.2 [Reserved]

8.1.3 Computation of Time

The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

8.1.4 [Reserved]

8.2 HOURS OF WORK

8.2.1 Sufficient Forces

Contractors and Subcontractors shall continuously furnish sufficient forces to ensure the prosecution of the Work in accordance with the Construction Schedule.

8.2.2 Performance During Working Hours

Work shall be performed during regular working hours as set forth in the Special Conditions and as permitted by the appropriate governmental agency except that in the event of an emergency, or when required to complete the Work in accordance with job progress, Work may be performed outside of regular working hours with the advance written consent of the Owner and approval of any required governmental agencies.

8.2.3 Costs for After Hours Inspections

If the Contractor elects to perform Work outside the Inspector’s regular working hours, costs of any inspections required outside regular working hours shall be invoiced to the Contractor by the Owner and a Deductive Change Order from the next Progress Payment as a Deductive Change Order.

8.3 PROGRESS AND COMPLETION

8.3.1 Time of the Essence

Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

8.3.2 Baseline Schedule Requirements

8.3.2.1 *Timing:* Within ten (10) calendar days after Notice to Proceed, Contractor shall submit a practical schedule showing the order in which the Contractor proposes to perform the Work, and

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the dates on which the Contractor contemplates starting and completing the salient categories of the Work. This first schedule which outlines the Contractor's view of the practical way in which the Work will be accomplished is the Baseline Schedule. If the Contractor Fails to submit the Baseline Schedule with the ten (10) days noted then Owner may withhold processing and approval of progress payments pursuant to Article 9.4 and 9.6.

8.3.2.2 *[Reserved]*.

8.3.2.3 *Schedule Must Be Within the Given Contract Time.* The schedule shall not exceed time limits set forth in the Contract Documents and shall comply with all of the scheduling requirements as set forth in the Specifications.

8.3.2.4 *Submittals Must Be Incorporated (See Article 3.7.2 and 3.9.6):* Contractor shall include Submittals as line items in the Baseline Schedule as required under Article 3.7.2 and 3.9.6. Submittals shall not delay the Work, Milestones, or the Completion Date. Failure to include Submittals in the Baseline Schedule shall be deemed a material breach by the Contractor.

8.3.2.5 *[Reserved]*

8.3.2.6 *No Early Completion.* Contractor shall not submit a schedule showing early completion without indicating float time through the date set for Project completion by Owner. Contractor's schedule shall account for all days past early completion as float which belongs to the Project. Usage of float shall not entitle Contractor to any delay claim or damages due to delay.

8.3.2.7 *Use of Schedule Provided in Bid Documents.* In some cases, the Bid will include a preliminary schedule indicating milestones and construction sequences for the Project along with general timing for the Project. The preliminary schedule is not intended to serve as the Baseline Schedule utilized for construction. It is up to the Contractor to study and develop a Baseline Schedule to address the actual durations and sequences of Work that is anticipated while maintaining the Milestones provided by the Owner. Contractor shall obtain information from Contractor's subcontractors and vendors on the planning, progress, delivery of equipment, coordination, and timing of availability of subcontractors so a practical plan of Work is fully developed and represented in the Baseline Schedule.

8.3.2.8 *Incorrect Logic, Durations, Sequences, or Critical Path.* The Owner may reject or indicate durations, sequences, critical path or logic are not acceptable and request changes. The electronic copy of the schedule shall have adequate information so logic ties, duration, sequences and critical path may be reviewed electronically. Contractor is to diligently rebuild and resubmit the schedule to represent the Contractor's plan to complete the Work and maintain milestones at the next Progress meeting, or before the next progress meeting. If Contractor is not able to build a schedule that is acceptable to the Owner or Architect, the Owner reserves the right to utilize the unapproved originally submitted Baseline (See Article 8.3.2.12) and the comments submitted to hold Contractor accountable for timely delivery of Work and maintenance of Milestones. Furthermore, Contractor's representations in Baseline, if unacceptable, may also be used as a basis for termination of the Contract under Article 14 if Contractor fails to adequately maintain the schedule and falls significantly behind without undertaking the efforts to either submit and follow a recovery schedule or fail to submit a recovery schedule and make no effort toward recovery on the Project.

8.3.2.9 *Contractor Responsibility Even if Schedule Issues Are Not Discovered.* Failure on the Part of the Owner to discover errors or omissions in schedules submitted shall not be construed to be an approval of the error or omission and a flawed schedule is not grounds for a time extension.

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8.3.2.9.1 [Reserved]

8.3.2.10 *[Reserved]*.

8.3.2.11 *Failure to Meet Requirements.* Failure of the Contractor to provide proper schedules as required by this Article and Article 9 is a material breach of the Contract and grounds for Termination pursuant to Article 14. The Owner, at its sole discretion, may choose, instead, to withhold, in whole or in part, any Progress Payments or Retention amounts otherwise payable to the Contractor.

8.3.2.12 *Use of an Unapproved Baseline Schedule.* If Schedule Submitted is unacceptable to the Owner (i.e. failing to meet the requirements of Article 8.3.2) and Contractor does not incorporate or address the written comments to the schedule and a Baseline Schedule is not approved, but due to extreme necessity, the Owner moves forward without an approved Baseline Schedule, Contractor shall diligently revise and meet Schedule update requirements of Article 8 and incorporate all Article 8.3.2 comments in all updates). However, for purposes of Termination pursuant to Article 14, the Schedule initially submitted shall be treated as a Baseline Schedule with durations shortened to accommodate all Float and other mandatory Schedule Requirements under Article 8.3.2.1 as well as incorporate all 8.3.2 revisions from Owner or Architect that are noted.

8.3.3 Update Schedules

8.3.3.1 *Updates Shall Be Based on Approved Baseline Schedule.* Except in the case where there has not been agreement as to a Baseline Schedule as addressed in Article 8.3.2.4, after there has been agreement as to the Baseline Schedule, the Baseline Schedule shall be used to build future schedule updates. Schedule Updates shall be a CPM based schedule consistent with the Baseline Schedule requirements of 8.3.2

In the case of utilization of Article 8.3.2.4 and no Baseline has been approved, Schedule updates shall be provided monthly and each update shall incorporate all comments and revisions noted as not complying with the requirements of Article 8.3.2. Contractor shall be held to the Article 8.3.2.4 Unapproved Baseline Schedule, inclusive of all Milestones, adjusted for comments and all required Baseline Schedule Inclusions under Article 8.3.2.1.

8.3.3.2 *Schedule Updates.* Contractor shall update the schedule each month to address actual start dates and durations, the percent complete on activities, actual completion dates, estimated remaining duration for the Work in progress, estimated start dates for Work scheduled to start at future times and changes in duration of Work items

8.3.3.3 *[Reserved]*

8.3.3.4 *Recovery Schedule.* In addition to providing a schedule update every thirty (30) days, the Contractor, if requested by the Architect or Owner, shall take the steps necessary to improve Contractor's progress and demonstrate to the Owner and Architect that the Contractor has seriously considered how the lost time, the Completion Date, or the milestones that are required to be met within the terms of the Contract. Contractor shall immediately provide a Recovery Schedule showing how the Completion Date will be met. In no case, shall a Recovery Schedule be provided later than ten (10) days following the request for a Recovery Schedule from the Architect or Owner.

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8.4 EXTENSIONS OF TIME - LIQUIDATED DAMAGES

8.4.1 Liquidated Damages

CONTRACTOR AND OWNER HEREBY AGREE THAT THE EXACT AMOUNT OF DAMAGES FOR FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED IS EXTREMELY DIFFICULT OR IMPOSSIBLE TO DETERMINE. IF THE WORK IS NOT SUBSTANTIALLY COMPLETED IN THE TIME SET FORTH IN THE AGREEMENT, IT IS UNDERSTOOD THAT THE OWNER WILL SUFFER DAMAGES. IT BEING IMPRACTICAL AND UNFEASIBLE TO DETERMINE THE AMOUNT OF ACTUAL DAMAGE, IT IS AGREED THE CONTRACTOR SHALL PAY TO THE OWNER THE AMOUNT LIQUIDATED DAMAGES SET FORTH IN THE AGREEMENT, FOR EACH CALENDAR DAY OF DELAY IN REACHING SUBSTANTIAL COMPLETION (SEE ART 1.1.46). ANY LIQUIDATED DAMAGES RECOVERED BY THE OWNER SHALL NOT, HOWEVER, LIMIT THE OWNER'S RIGHT TO SEPARATELY RECOVER ANY ACTUAL OUT-OF-POCKET DAMAGES IT SUFFERS DUE TO CONTRACTOR'S DELAY. CONTRACTOR AND HIS SURETY SHALL BE LIABLE FOR THE AMOUNT THEREOF PURSUANT TO GOVERNMENT CODE SECTION 53069.85.

8.4.2 Delay

Except and only to the extent provided under Article 7 and Article 8, by signing the Agreement, Contractor agrees to (a) bear the risk of delays to completion of the Work; and (b) that Contractor's bid for the Contract was made with full knowledge of this risk.

8.4.3 [Reserved]

8.4.4 Notice by Contractor Required

The Contractor shall within five (5) calendar days of beginning of any such delay notify the Owner in writing of causes of delay with justification and supporting documentation. Claims relating to time extensions shall be made in accordance with applicable provisions of Article 7.

8.4.4.1 [Reserved]

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ARTICLE 9 PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 COST BREAKDOWN

9.2.1 [Reserved]

9.2.2 Information and Preparation of Schedule of Values

9.2.2.1 *Break Down of Schedule of Values.* Schedule of Values shall be broken down by Project, site, building, milestone, or other meaningful method to measure the level of Project Completion as determined by the Owner.

9.2.2.2 *Based on Contractor Bid Costs.* The Schedule of Values shall be based on the costs from Contractor's bid to the Owner. However, the submission of the Schedule of Values shall not be front loaded so the Contractor is paid a greater value than the value of the Work actually performed and shall not shift funds from parts of the Project that are later to Work that is performed earlier.

9.2.2.3 *Largest Dollar Value for Each Line Item.* Identify subcontractors and materials suppliers proposed to provide portions of Work equal to or greater than ten thousand dollars (\$10,000) or one-half (1/2) of one percent (1%) of their Contract Price, whichever is less.

9.2.2.4 *Allowances.* Any Allowances provided for in the Contract shall be a line item in the Schedule of Values.

9.2.2.5 *Labor and Materials Shall Be Separate.* Labor and Materials shall be broken into two separate line items unless specifically agreed in writing by the Owner.

9.2.3 Owner Approval Required

The Owner shall review all submissions received pursuant to Paragraph 9.2 in a timely manner. All submissions must be approved by the Owner before becoming the basis of any payment.

9.3 PROGRESS PAYMENTS

9.3.1 Payments to Contractor

Unless there is a resolution indicating that the Work for the Project is sufficiently complex, within thirty (30) days after approval of the Request for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as certified by Architect and Inspector and verified by Contractor) up to the last day of the previous month, less the aggregate of previous payments. The value of the Work completed shall be the Contractor's best estimate. Work completed as estimated shall be an approximation or estimate only and no mistake, inaccuracy, error or falsification in said any approved estimate shall operate to release the Contractor, or any surety upon any bond, from damages arising from such Work, or from the Owner's enforcement of each and every provision of this Contract

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including but not limited to the Performance Bond and Payment Bond. The Owner shall have the right to subsequently to correct any mistake, inaccuracy, error or falsification made or otherwise set forth in any approved Request for Payment and such correction may occur in any future Payment Application or in the Retention Payment to the Contractor.

9.3.2 Purchase of Materials and Equipment and Cost Fluctuations

The Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from Owner to assure that there will be no delays or cost fluctuations due to market fluctuations or procurement difficulties. Contractor further understands and incorporates into Contractor's bid cost any wage rate increases during the Project for the Contractor's labor force as well as all other subcontractor and vendor labor forces.

9.3.3 No Waiver

No payment by Owner hereunder shall be interpreted so as to imply that Owner has inspected, approved, or accepted any part of the Work. Contractor specifically understands that Title 24 Section 4-343 that:

“It is the duty of the contractor to complete the work covered by his or her contract in accordance with the approved Plans and Specifications therefore. The contractor in no way is relieved of any responsibility by the activities of the Architect, Engineer, Inspector or DSA in the performance of such duties...In no case, however, shall the instruction of the Architect or registered Engineer be construed to cause work to be done with is not in conformity with the approved Plans, Specifications, and change orders... “

9.3.4 Issuance of Certificate of Payment

The Architect shall, within seven (7) days after receipt of the Contractor's Application for Payment, either approve such payment or notify the Contractor in writing of the Architect's reasons for withholding approval in whole or in part as provided in Paragraph 9.6. The review of the Contractor's Application for Payment by the Architect is based on the Architect's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. In some cases, the Architect may act upon or rely on the evaluation of the Work by the Inspector. This review of Payment Applications is sometimes called a "Pencil Draft." Owner's return of a Pencil Draft shall constitute the Owner's dispute of the Pay Application that has been submitted. Contractor shall promptly respond to Pencil Drafts or Contractor's Pay Applications may be delayed. Contractor's failure to promptly respond to a Pencil Draft shall qualify as a delay in the Prompt Payment of a Request for Payment or Request for Retention.

9.3.5 [Reserved]

9.4 APPLICATIONS FOR PROGRESS PAYMENTS

9.4.1 Procedure

9.4.1.1 *Application for Progress.* On or before the fifth (5th) day of each calendar month during the progress of the Work, Contractor shall submit to the Architect an itemized Application for Progress Payment for operations completed. Such application shall be notarized, if required, and supported by the following or such portion thereof as Architect requires:

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1. The amount paid to the date of the Application to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;
2. The amount being requested under the Application for Payment by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;
3. The balance that will be due to each of such entities after said payment is made;
4. A certification that the As-Built Drawings and Annotated Specifications are current;
5. Itemized breakdown of Work done for the purpose of requesting partial payment;
6. An updated construction schedule in conformance with Paragraph 8;
7. The additions to and subtractions from the Contract Price and Contract Time;
8. A summary of the Retention held;
9. Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the Owner may require from time to time;
10. The percentage of completion of the Contractor's Work by line item;
11. An updated Schedule of Values from the preceding Application for Payment; and
12. Prerequisites for Progress Payments.

9.4.1.2 *[Reserved]:*

9.4.1.3 *[Reserved].*

9.4.1.4 *All Payment Requests.* No payment requests will be processed unless Contractor has submitted copies of the Certified Payroll records for the Work which correlates to the payment request and a proper CPM schedule pursuant to Article 8 is submitted. Contractor must also submit all required OCIP information and documents as set forth in the OCIP Manual and Information, if applicable.

9.4.1.5 *Final Pay Application (95%).* See Article 9.11.1

9.4.1.6 *Final Pay Application (100%).* See Article 9.11.3

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9.5 STOP NOTICE CLAIMS AND WARRANTY OF TITLE

The Contractor warrants title to all Work. The Contractor further warrants that all Work is free and clear of liens, claims, security interests, stop notices, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work. Failure to keep work free of liens, stop notices, claims, security interests or encumbrances is grounds to make a claim against Contractor's payment and performance bond to immediately remedy and defend.

If a lien or stop notice of any nature should at any time be filed against the Work or any Owner property, by any entity which has supplied material or services at the request of the Contractor, Contractor and Contractor's surety shall promptly, on demand by Owner and at Contractor's and surety's own expense, take any and all action necessary to cause any such lien or stop notice to be released or discharged immediately therefrom.

If the Contractor fails to furnish to the Owner within ten (10) calendar days after written demand by the Owner, satisfactory evidence that a lien or stop notice has been so released, discharged, or secured, then Owner may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by Owner from any sum payable to Contractor under the Contract. In addition, any liens, stop notices, claims, security interests or encumbrances shall trigger the indemnification requirements under Article 3.15 and shall act as a trigger under Civil Code Section 2778 and 2779 requiring reimbursement for any and all costs following the Owner's written demand has been made.

9.6 DECISIONS TO WITHHOLD PAYMENT

9.6.1 Reasons to Withhold Payment

The Owner may withhold payment in whole, or in part, to the extent reasonably necessary to protect the Owner if, in the Owner's opinion, the representations to the Owner required by Paragraph 9.4 cannot be made. The Owner may withhold payment, in whole, or in part, to such extent as may be necessary to protect the Owner from loss because of, but not limited to:

- a. Defective Work not remedied;
- b. Stop Notices served upon the Owner;
- c. Liquidated damages assessed against the Contractor;
- d. The cost of completion of the Contract if there exists reasonable doubt that the Work can be completed for the unpaid balance of any Contract Price or by the completion date;
- e. Damage to the Owner or other contractor;
- f. Unsatisfactory prosecution of the Work by the Contractor;
- g. Failure to store and properly secure materials;
- h. Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation,

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acceptable monthly progress schedules, Shop Drawings, Submittal schedules, schedule of values, product data and samples, proposed product lists, executed Change Order, Construction Change Documents, and verified reports;

- i. Failure of the Contractor to maintain As Built Drawings;
- j. Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment;
- k. Unauthorized deviations from the Contract Documents (including but not limited to Unresolved Notices of Deviations (DSA Form 154));
- l. Failure of the Contractor to prosecute the Work in a timely manner in compliance with established progress schedules and completion dates;
- m. Failure to properly pay prevailing wages as defined in Labor Code section 1720, et seq.;
- n. Failure to properly maintain or clean up the Site;
- o. Payments to indemnify, defend, or hold harmless the Owner;
- p. Any payments due to the Owner including but not limited to payments for failed tests, or utilities changes or permits;
- q. Failure to submit an acceptable schedule in accordance with Paragraph 3.8;
- r. Failure to pay Subcontractor or suppliers as required by Paragraph 9.8.1;
- s. Failure to secure warranties, including the cost to pay for warranties;
- t. Failure to provide release from material suppliers or subcontractors when requested to do so;
- u. Items deducted pursuant to Article 2.2;
- v. Incomplete Punch List items under Article 9.9.1.2 which have gone through the Article 2.2 process; or
- w. Allowances that have not been used.

9.6.2 Reallocation of Withheld Amounts

Owner may, in its discretion, apply any withheld amount to payment of outstanding claims or obligations as defined in Paragraphs 9.6.1 and 9.5. In so doing, Owner shall make such payments on behalf of Contractor. If any payment is so made by Owner, then such amount shall be considered as a payment made under Contract by Owner to Contractor and Owner shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligation. Owner will render Contractor an accounting of such funds disbursed on behalf of Contractor.

If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, Owner may, after ten (10) calendar days written notice

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to the Contractor and without prejudice to any other remedy make good such deficiencies. The Owner shall adjust the total Contract price by reducing the amount thereof by the cost of making good such deficiencies. If Owner deems it inexpedient to correct Work which is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract price (of at least 150% of the estimated reasonable value of the nonconforming Work) shall be made therefor.

9.6.3 Payment After Cure

When the grounds for declining approval are removed, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

9.7 NONCONFORMING WORK

Contractor shall promptly remove from premises all Work identified by Owner as failing to conform to the Contract whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract without additional expense to Owner and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.

If Contractor does not remove such Work which has been identified by Owner as failing to conform to the Contract Documents within a reasonable time, fixed by written notice, Owner may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) calendar days' time thereafter, Owner may sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

9.8 [Reserved]

9.9 COMPLETION OF THE WORK

9.9.1 Close-Out Procedures

9.9.1.1 *[Reserved]*

9.9.1.2 *Punch List Is Prepared Only After the Project Is Substantially Complete.* If any of the conditions noted in Article 1.1.46 as defining Substantial Completion are not met, the Inspector, Architect or Owner may reject Contractor's Incomplete Punch Items as premature. If the Architect and Inspector commence review of Incomplete Punch Items, all rights are reserved until the Project actually meets the definition of Substantially Complete. Liquidated Damages, warranties, and other contractual rights are not affected by Incomplete Punch Items unless otherwise addressed in these General Conditions.

Once the Inspector and the Architect determine the Project is Substantially Complete, a Certificate of Substantial Completion shall be issued. The Inspector and Architect shall prepare a Punch List of items which is an inspection report of the Work, if any, required in order to complete the Contract Documents and ensure compliance with the DSA Approved Plans so the Project may be Completed by the Contractor and a final DSA Close-Out is approved. When all Work for the Project is Complete, including Punch Lists and all Work complies with the approved Contract Documents and Change Orders, the Project has reached Final Completion.

9.9.1.3 *Time for Completion of Punch List.* Contractor shall only be given a period of no more than thirty (30) days to complete the Punch List on Project. During the Punch List period

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Contractor Superintendent and Project Manager shall remain engaged in the Project and shall not be removed or replaced. If the Punch List is not completed at the end of the Punch List time then Contractor shall issue a valued Punch List within 5 days after the date the Punch List time ends. If Contractor does not issue such a list, the Owner or Architect may issue a valued Punch List to the Contractor and withhold up to 150% of the value of the Punch List Work pursuant to Article 2.2 of this Agreement.

9.9.1.4 *[Reserved]*

9.9.1.5 *Punch List Liquidated Damages to Compensate for Added Owner Project Costs.* If the total time utilized for Punch List exceeds sixty (60) days, then Contractor shall be charged liquidated damages of at least \$750 per day for continued Punch List Work to compensate for an Inspector, Architect, and Construction Manager extended time on the Project. This Punch List Liquidated Damage number is based on anticipated cost for an Inspector on site and additional costs for the Architect and Construction Manager to re-inspect Punch List items and perform the administration of the Close-out.

9.9.2 Close-Out Requirements for Final Completion of the Project

- a. Utility Connections. Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected
- b. As-Builts Up to Date and Complete. The intent of this procedure is to obtain an exact "As-Built" record of the Work upon completion of the project. The following information shall be carefully and correctly drawn on the prints and all items shall be accurately located and dimensioned from finished surfaces of building walls on all As Built Drawings
 1. The exact location and elevations of all covered utilities, including valves, cleanouts, etc. must be shown on As-Builts
 2. Contractor is liable and responsible for inaccuracies in As-Built Drawings, even though they become evident at some future date.
 3. Upon completion of the Work and as a condition precedent to approval of Retention Payment, Contractor shall obtain the Inspector's approval of the "As-Built" information. When completed, Contractor shall deliver corrected sepias and/or a Diskette with an electronic file in a format acceptable to the Owner.
 4. Owner may withhold the cost to hire a draftsman and potholing and testing service to complete Record As-Built Drawings at substantial cost if the Contractor does not deliver a complete set of Record As-Built Drawings. This shall result in withholding of between \$10,000 to \$20,000 per building that does not have a corresponding Record As Built Drawing.
- c. Any Work not installed as originally indicated on Drawings
- d. All DSA Close-Out requirements (See DSA Certification Guide) Contractor is also specifically directed to Item 3.2 in the DSA Certification Guide and the applicable certificates for the DSA-311 form.

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- e. Submission of Form 6-C. Contractor shall be required to execute a Form 6-C as required under Title 24 Sections 4-343. The Contractor understands that the filing with DSA of a Form 6-C is a requirement to obtain final DSA Approval of the Construction by Contractor and utilized to verify under penalty of perjury that the Work performed by Contractor complies with the DSA approved Contract Documents. The failure to file a DSA Form 6C has two consequences. First, the Construction of the Project will not comply with the Design Immunity Provisions of Government Code Section 830.6 and exposes the Owner and the individual Board members to Personal Liability for injuries that occur on the Project.

Secondly , under DSA IR A-20, since the Project cannot be Certified by DSA, no future or further Projects will be authorized so Contractor will have essentially condemned the campus from any future modernization or addition of new classrooms through their failure to file the DSA Form 6C.

1. *Execution of the DSA Form 6-C is mandatory.* Refusal to Execute the Form 6-C, which is a Final DSA Verified Report that all Work performed complies with the DSA approved Contract Documents is a violation of Education Code Section 17312 and shall be referred to the Attorney General for Prosecution.
 2. *Referral to the Owner Attorney for Extortion.* If the Contractor's refusal to execute the DSA Form 6C is to leverage a Dispute, Claim or Litigation, then the matter shall also be referred to the Owner Attorney for prosecution for Extortion.
 3. *Contractor shall be Responsible for All Costs to Certify the Project.* The Owner may Certify the Project complies with Approved Plans and Specifications by utilizing the procedures under the Project Certification Guide (Located at the DSA website at http://www.documents.dgs.ca.gov/dsa/plan_review_process/project_certification_guide_updated_03-15-13.pdf). All costs for professionals, inspection, and testing required for an alternate Project Certification shall be the Contractor's responsibility and the Owner reserves its right to institute legal action against the Contractor and Contractor's Surety for all costs to Certify the Project and all costs to correct Non-Compliant Work that is discovered during the Alternate Certification Process.
- f. ADA Work that must be corrected to receive DSA certification. See Article 12.2.
- g. Maintenance Manuals. At least thirty (30) days prior to final inspection, three (3) copies of complete operations and maintenance manuals, repair parts lists, service instructions for all electrical and mechanical equipment, and equipment warranties shall be submitted. All installation, operating, and maintenance information and drawings shall be bound in 8½" x 11" binders. Provide a table of contents in front and all items shall be indexed with tabs. Each manual shall also contain a list of subcontractors, with their addresses and the names of persons to contact in cases of emergency. Identifying labels shall provide names of manufactures, their addresses, ratings, and capacities of equipment and machinery.

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1. Maintenance manuals shall also be delivered in electronic media for the Project. Any demonstration videos shall also be provided on electronic media.
- h. Inspection Requirements. Before calling for final inspection, Contractor shall determine that the following Work has been performed:
 1. The Work has been completed;
 2. All life safety items are completed and in working order;
 3. Mechanical and electrical Work complete, fixtures in place, connected and tested;
 4. Electrical circuits scheduled in panels and disconnect switches labeled;
 5. Painting and special finishes complete;
 6. Doors complete with hardware, cleaned of protective film relieved of sticking or binding and in working order;
 7. Tops and bottoms of doors sealed;
 8. Floors waxed and polished as specified;
 9. Broken glass replaced and glass cleaned;
 10. Grounds cleared of Contractor's equipment, raked clean of debris, and trash removed from Site;
 11. Work cleaned, free of stains, scratches, and other foreign matter, replacement of damaged and broken material;
 12. Finished and decorative work shall have marks, dirt and superfluous labels removed;
 13. Final cleanup, as in Paragraph 3.12;
 14. All Work pursuant to Article 9.11; and
 15. Furnish a letter to Owner stating that the Owner's Representative or other designated person or persons have been instructed in working characteristics of mechanical and electrical equipment.

9.9.3 Costs of Multiple Inspections

More than two (2) requests of the Owner to make inspections required under Paragraph 9.9.1 shall be considered an additional service of Architect, Inspector, Engineer or other consultants shall be the Contractor's responsibility pursuant to Article 4.5 and all subsequent costs will be prepared as a Deductive Change Order.

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9.10 PARTIAL OCCUPANCY OR USE

9.10.1 Owner's Rights

The Owner may occupy or use any completed or partially completed portion of the Work at any stage. The Owner and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. If Owner and Contractor cannot agree as to responsibilities such disagreement shall be resolved pursuant to Paragraph 4.6. When the Contractor considers a portion complete, the Contractor shall prepare and submit a Punch List to the Owner as provided under Paragraph 9.9.1.

9.10.2 Inspection Prior to Occupancy or Use

Immediately prior to such partial occupancy or use, the Owner, the Contractor, and the Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.10.3 No Waiver

Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.11 COMPLETION AND FINAL PAYMENT

9.11.1 Final Payment (95% Billing)

The following items must be completed before the Final Pay Application will be accepted for processing at Substantial Completion of the Project:

- a. Inspector Sign off of each item in the DSA 152 Project Inspection Card;
- b. The Project has reached the Punch List items under Article 9.9.1.2 and the Project has been determined to be Substantially Complete under Article 1.1.28;
- c. Removal of temporary facilities and services;
- d. Testing, adjusting and balance records are complete;
- e. Removal of surplus materials, rubbish, and similar elements;
- f. Change Over of Door locks;
- g. Deductive items pursuant to Article 9.6 and Article 2.2; and
- h. Completion and submission of all final Change Orders for the Project.

9.11.2 Final Inspection (Punch List Completion)

Contractor shall comply with Punch List procedures under Article 9.9.1.1, and maintain the presence of Project Superintendent and Project Manager (not replacement project superintendent or

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project manager) until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall Contractor demobilize its forces prior to completion of the Punch List.

Upon completion of the Work under Article 9.9.1, the Contractor shall notify the Owner and Architect, who shall again inspect such Work. If the Architect and the Owner finds the Work contained in the Punch List acceptable under the Contract Documents, the Work shall have reached Final Completion. Architect shall notify Contractor, who shall then submit to the Architect its Application for Retention Payment. This Application for Retention Payment shall contain any deductions under Article 9.6, including but not limited to incomplete Punch List items under Article 9.9.1.

Upon receipt and approval of Application for Retention Payment, the Architect shall issue a Form 6 stating that to the best of its knowledge, information, and belief, and on the basis of its observations, inspections, and all other data accumulated or received by the Architect in connection with the Work, such Work has been completed in accordance with the Contract Documents. The Owner shall thereupon inspect such Work and either accept the Work as complete or notify the Architect and the Contractor in writing of reasons why the Work is not complete. Upon acceptance of the Work of the Contractor as fully complete (which, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the Owner shall record a Notice of Completion with the County Recorder, and the Contractor shall, upon receipt of payment from the Owner, pay the amounts due Subcontractors.

If the Architect and the Owner find that the Work Contained in the Punch List is unacceptable, then Contractor shall issue a valued Punch List within 5 days after the date the Punch List time ends. If Contractor does not issue such a list, the Owner or Architect may issue a valued Punch List to the Contractor and withhold up to 150% of the value of the Punch List Work pursuant to Article 2.2 of this Agreement.

9.11.3 Retainage (100% Billing for the Entire Project)

The retainage, less any amounts disputed by the Owner or which the Owner has the right to withhold Pursuant to Paragraph 9.6 (including but not limited to incomplete Punch List items under Article 9.9.1), shall be paid after approval by the Owner of the Application for Retention Payment, after the satisfaction of the conditions set forth in Article 9, the Final Inspection under Article 9.11.2 is completed, and after thirty-five (35) days after the acceptance of the Work and recording of the Notice of Completion by Owner. No interest shall be paid on any retainage, or on any amounts withheld due to a failure of the Contractor to perform, in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any Escrow Agreement between the Owner and the Contractor.

- a. Procedures for Application for Retention Payment. The following conditions must be fulfilled prior to release of Retention Payment:
 - i. A full and final waiver or release of all Stop Notices in connection with the Work shall be submitted by Contractor, including a release of Stop Notice in recordable form, together with (to the extent permitted by law) a copy of the full and final release of all Stop Notice rights.
 - ii. The Contractor shall have made all corrections, including all Punch List Items, to the Work which are required to remedy any defects therein, to obtain compliance with the Contract

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Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of Owner required under the Contract Documents.

- iii. Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, releases from the Surety and warranty bonds (if applicable) required by the Contract Documents for its portion of the Work.
- iv. Contractor must have completed all requirements set forth in Article 9.9.
- v. Contractor must have issued a Form 6C for the Project.
- vi. The Contractor shall have delivered to the Owner all manuals and materials required by the Contract Documents.
- vii. The Contractor shall have completed final clean up as required by Paragraph 3.12.
- viii. Contractor shall have all deductive items under Article 9.6 and Article 2.2 submitted as part of the Retention Payment.

9.11.4 Recording of a Notice of Completion After Punch List Period and Final Inspection.

When the Work, or designated portion thereof, is complete or the Owner has completed the Article 9.6 and/or the Article 2.2 process, whichever occurs first, the Owner will file either a Notice of Completion or a Notice of Completion noting Valued Punch List items. Valued Punch List items will be deducted from the Retention Payment.

During the time when Work is being performed on the Punch List, the Project does not meet the definition of "Complete" under Public Contract Code Section 7107(c)(1) even if there is "beneficial occupancy" of the Project since that has been no "cessation of labor" on the Project. Completion of Punch List under this Article is not "testing, startup, or commissioning by the public entity or its agent." In other words, the continuing Punch List Work is Contractor labor on the Project until each and every item of Punch List Work is complete or the time periods under Article 9.9.1 have expired.

9.11.5 Warranties

Warranties required by the Contract Documents shall commence on the date of Completion of the entire Work. Warranty periods DO NOT commence at Substantial Completion or when a particular subcontractor work is complete. No additional charges, extras, Change Orders, or Claims may be sought for warranties commencing from the Notice of Completion.

Owner shall have the right to utilize equipment, test, and operate as necessary for acclimation, or testing without voiding or starting warranties. Taking beneficial occupancy shall not start warranties except in the case where the Owner agrees, in writing, that warranties shall commence running or where the Owner is taking phased occupancy of specific buildings or areas and completes separate Punch Lists as further addressed in Article 4.2.7.

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9.11.6 Time for Submission of Application for Final Payment and Retention Payment (Unilateral Processing of Final and Retention Pay Application).

If Contractor submits a Final Pay Application which fails to include deductive items under Article 9.6, the Owner or Architect shall note this defective request for Final Pay Application. The Contractor shall be notified that specific deductive items shall be included in the Final Pay Application. If Contractor either continues to submit the Final Pay Application without deductive items under Article 9.6, or a period of 14 calendar days passes after Contractor is provided written notice of deductive items for inclusion in Final Pay Application, then Owner may either alter the Final Pay Application and recalculate the math on the Final Pay Application to address the Article 9.6 deductive items or process a Unilateral Final Pay Application.

9.11.7 Unilateral Release of Retention

After the recordation of the Notice of Completion, or within sixty (60) days following the completion of the Punch List or the expiration of the time for completion of Punch List under Article 9.9.1, if Contractor does not make an Application for Release of Retention, the Owner may unilaterally release retention less any deducts under Article 9.6 and/or Article 2.2, withholds due to stop notices, or deducts due to other defective Work on the Project. Owner may also choose to unilaterally release Retention after deduction of 150% of any disputed items, which may also include items under Article 9.6 and 2.2. If a deduction pursuant to Article 9.6 is made from Retention, a letter deducting specific valued items shall be considered a notice of Default under the terms of the Escrow Agreement.

9.12 SUBSTITUTION OF SECURITIES

The Owner will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300.

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ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 Contractor Responsibility

The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and Work performed until completion and final acceptance by the Owner. All Work shall be solely at the Contractor's risk, with the exception of damage to the Work caused by "acts of God" as defined in Public Contract Code Section 7105(b)(2).

Contractor shall take, and require subcontractor to take, all necessary precautions for safety of workers on the Work and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. In addition to meeting all requirements of OSHA, Cal-OSHA, state, and local codes, Contractor shall furnish, erect and properly maintain at all times, as directed by Owner or Architect or required by conditions and progress of Work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of its organization on the Work, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety and health of workers. The name and position of person so designated shall be reported to Owner by Contractor. Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, such violation shall be corrected promptly.

10.1.2 Subcontractor Responsibility

Contractor shall require that Subcontractors participate in, and enforce, the safety and loss prevention programs established by the Contractor for the Project, which will cover all Work performed by the Contractor and its Subcontractors. Each Subcontractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs.

10.1.3 Cooperation

All Subcontractors and material or equipment suppliers shall cooperate fully with Contractor, the Owner, and all insurance carriers and loss prevention engineers.

10.1.4 Accident Reports

Subcontractors shall immediately, within two (2) days, report in writing to the Contractor all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of

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witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported within four (4) days by telephone or messenger. Contractor shall thereafter immediately, within two (2) days, report the facts in writing to the Owner and the Architect giving full details of the accident.

10.1.5 First-Aid Supplies at Site

The Contractor will provide and maintain at the Site first-aid supplies which complies with the current Occupational Safety and Health Regulations.

10.1.6 Material Safety Data Sheets and Compliance with Proposition 65

Contractor is required to have material safety data sheets available in a readily accessible place at the job site for any material requiring a material safety data sheet per the Federal "hazard communication" standard, or employees' "right-to-know law." The Contractor is also required to properly label any substance brought into the job site, and require that any person working with the material, or within the general area of the material, is informed of the hazards of the substance and follows proper handling and protection procedures.

Contractor is required to comply with the provisions of California Health and Safety Code section 25249, et seq., which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer. The Contractor agrees to familiarize itself with the provisions of this section, and to comply fully with its requirements.

10.1.7 Non-Utilization of Asbestos Material

NO ASBESTOS OR ASBESTOS-CONTAINING PRODUCTS SHALL BE USED IN THIS CONSTRUCTION OR IN ANY TOOLS, DEVICES, CLOTHING, OR EQUIPMENT USED TO EFFECT THIS CONSTRUCTION.

Decontamination and removal of Work found to contain asbestos or Work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.

The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant, who shall have sole discretion and final determination in this matter.

Interface of Work under this Contract with Work containing asbestos shall be executed by the Contractor at his risk and at his discretion, with full knowledge of the currently accepted standards, hazards, risks, and liabilities associated with asbestos work and asbestos-containing products. By execution of this Contract, the Contractor acknowledges the above and agrees to hold harmless Owner and its assigns for all asbestos liability which may be associated with this work and agrees to instruct his employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor

The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

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- a. Employees on the Work and other persons who may be affected thereby;
- b. The Work, material, and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody, or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- c. Other property at the Site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

Contractor is constructive owner of Project site as more fully discussed in Paragraph 6.2.

10.2.2 Contractor Notices

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury, or loss.

10.2.3 Safety Barriers and Safeguards

The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

10.2.4 Use or Storage of Hazardous Material

When use or storage of explosives, other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall notify the Owner any time that explosives or hazardous materials are expected to be stored on Site. Location of storage shall be coordinated with the Owner and local fire authorities.

10.2.5 Protection of Work

The Contractor and Subcontractors shall continuously protect the Work, the Owner's property, and the property of others, from damage, injury, or loss arising in connection with operations under the Contract Documents. The Contractor and Subcontractors, at their own expense, shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of the Owner.

The Contractor, at Contractor's expense, will remove all mud, water, or other elements as may be required for the proper protection and prosecution of its Work.

Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations. All permits, licenses, or inspection fees required for such repair Work shall be obtained and paid for by Contractor.

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10.2.6 Requirements for Existing Sites

Contractor shall (unless waived by the Owner in writing):

- a. When performing construction on existing sites, become informed and take into specific account the maturity of the students on the Site; and perform Work which may interfere with school routine before or after school hours, enclose working area with a substantial barricade, and arrange Work to cause a minimum amount of inconvenience and danger to students and faculty in their regular school activities. The Contractor shall comply with Specifications and directives of the Owner regarding the timing of certain construction activities in order to avoid unnecessary interference with school functioning.
- b. Avoid performing any Work that will disturb students during testing.
- c. Provide substantial barricades around any shrubs or trees indicated to be preserved.
- d. Deliver materials to building area over route designated by Architect.
- e. Take preventive measures to eliminate objectionable dust, noise, or other disturbances.
- f. Confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits or directions of Architect; and not interfere with the Work or unreasonably encumber premises or overload any structure with materials; and enforce all instructions of Owner and Architect regarding signs, advertising, fires, and smoking and require that all workers comply with all regulations while on the Project site.
- g. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved land surveyor or civil engineer and all maps and records required therefrom shall be filed with county and local authorities, at no cost to the Owner. All filing and plan check fees shall be paid by Contractor.
- h. Provide Owner on request with Contractor's written safety program and safety plan for each site.

10.2.7 Shoring and Structural Loading

The Contractor shall not impose structural loading upon any part of the Work under construction or upon existing construction on or adjacent to the Site in excess of safe limits, or loading such as to result in damage to the structural, architectural, mechanical, electrical, or other components of the Work. The design of all temporary construction equipment and appliances used in construction of the Work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural steel, is the sole responsibility of the Contractor. All such items shall conform with the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. The Contractor shall take special precautions, such as shoring of masonry walls and temporary tie bracing of structural steel Work, to prevent possible wind damage during construction of the Work. The installation of such bracing or shoring shall not damage the Work in place

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or the Work installed by others. Any damage which does occur shall be promptly repaired by the Contractor at no cost to the Owner.

10.2.8 Conformance within Established Limits

The Contractor and Subcontractors shall confine their construction equipment, the storage of materials, and the operations of workers to the limits indicated by laws, ordinances, permits, and the limits established by the Owner or the Contractor, and shall not unreasonably encumber the premises with construction equipment or materials.

10.2.9 Subcontractor Enforcement of Rules

Subcontractors shall enforce the Owner's and the Contractor's instructions, laws, and regulations regarding signs, advertisements, fires, smoking, the presence of liquor, and the presence of firearms by any person at the Site.

10.2.10 Site Access

The Contractor and the Subcontractors shall use only those ingress and egress routes designated by the Owner, observe the boundaries of the Site designated by the Owner, park only in those areas designated by the Owner, which areas may be on or off the Site, and comply with any parking control program established by the Owner, such as furnishing license plate information and placing identifying stickers on vehicles.

10.2.11 Security Services.

The Contractor shall be responsible for providing security services for the Site as needed for the protection of the Site and as determined in the Owner's sole discretion.

10.3 EMERGENCIES

10.3.1 Emergency Action

In an emergency affecting the safety of persons or property, the Contractor shall take any action necessary, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 7.

10.3.2 Accident Reports

The Contractor shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work, which caused death, personal injury, or property damage, giving full details and statements of any witnesses in conformance with Article 10.1.4. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported in accordance with Paragraph 10.1.4, immediately by telephone or messenger to the Owner.

10.4 HAZARDOUS MATERIALS

10.4.1 Discovery of Hazardous Materials

In the event the Contractor encounters or suspects the presence on the job site of material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being

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hazardous by § 25249.5 of the California Health and Safety Code, which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect in writing, whether or not such material was generated by the Contractor or the Owner. The Work in the affected area shall not thereafter be resumed, except by written agreement of the Owner and the Contractor, if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous material, and has not been rendered harmless. The Work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (PCB), or other hazardous material, or when it has been rendered harmless by written agreement of the Owner and the Contractor.

10.4.2 Hazardous Material Work Limitations

In the event that the presence of hazardous materials is suspected or discovered on the Site (except in cases where asbestos and other hazardous material Work in the Contractor's responsibility), the Owner shall retain an independent testing laboratory to determine the nature of the material encountered and whether corrective measures or remedial action is required. The Contractor shall not be required pursuant to Article 7 to perform without consent any Work in the affected area of the Site relating to asbestos, polychlorinated biphenyl (PCB), or other hazardous material, until any known or suspected hazardous material has been removed, or rendered harmless, or determined to be harmless by Owner, as certified by an independent testing laboratory and approved by the appropriate government agency.

10.4.3 Indemnification by Contractor for Hazardous Material Caused by Contractor

In the event the hazardous materials on the Project Site is caused by the Contractor, the Contractor shall pay for all costs of testing and remediation, if any, and shall compensate the Owner for any additional costs incurred as a result of Contractor's generation of hazardous material on the Project Site. In addition, the Contractor shall defend, indemnify and hold harmless Owner and its agents, officers, and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with, arising out of, or relating to, the presence of hazardous material on the Project Site.

10.4.4 Terms of Hazardous Material Provision

The terms of this Hazardous Material provision shall survive the completion of the Work and/or any termination of this Contract.

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ARTICLE 11 INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 Insurance Requirements

Before the commencement of the Work, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California with a financial rating of at least an A-VIII status as rated in the most recent edition of Best's Insurance Reports or as amended by the Supplementary General Conditions, such insurance as will protect the Owner from claims set forth below, which may arise out of or result from the Contractor's Work under the Contract and for which the Contractor may be legally liable, whether such Work are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Any required insurance shall not contain any exclusion that applies to the type of work performed by the Contractor under the Contract Documents.

- a. Claims for damages because of bodily injury, sickness, disease, or death of any person Owner would require indemnification and coverage for employee claim;
- b. Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;
- c. Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;
- d. Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work;
- e. Claims involving contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and
- f. Claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)
- g. Claims involving sudden or accidental discharge of contaminants or pollutants.

11.1.2 Specific Insurance Requirements

Contractor shall take out and maintain and shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain:

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Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$2,000,000.00 or Commercial General Liability Insurance which provides limits of not less than:

- (a) Per occurrence (combined single limit) \$2,000,000.00
.....
- (b) Project Specific Aggregate (for this Project only) \$2,000,000.00
.....
- (c) Products and Completed Operations (aggregate) \$2,000,000.00
.....
- (d) Personal and Advertising Injury Limit \$1,000,000.00
.....

11.1.3 Subcontractor Insurance Requirements

The Contractor shall require its Subcontractors to take out and maintain public liability insurance and property damage insurance required under Article 11.1 in like amounts. A “claims made” or modified “occurrence” policy shall not satisfy the requirements of Article 11.1 without prior written approval of the Owner.

11.1.4 Additional Insured Endorsement Requirements

The Contractor shall name, on any policy of insurance required under Article 11.1, the Owner, CM, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. Subcontractors shall name the Contractor, the Owner, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the Owner in its sole discretion, and must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor pursuant to 11.1 must be designated in the policy as primary to any insurance obtained by the Owner. The amount of the insurer’s liability shall not be reduced by the existence of such other insurance.

11.2 WORKERS’ COMPENSATION INSURANCE

During the term of this Contract, the Contractor shall provide workers’ compensation and employer’s liability insurance for all of the Contractor’s employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the Contractor’s Work is subcontracted, the Contractor shall require the Subcontractor to provide workers’ compensation insurance for all the Subcontractor’s employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor’s insurance shall be covered by the Contractor’s insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers’ Compensation laws, the Contractor shall provide or cause a Subcontractor to provide insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the Owner certificates of insurance as required under Article 11.6 and in compliance with Labor Code § 3700.

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Workers' compensation limits as required by the Labor Code, but not less than \$1,000,000 and employers' liability limits of \$1,000,000 per accident for bodily injury or disease.

11.3 BUILDER'S RISK/ "ALL RISK" INSURANCE

11.3.1 Course-of-Construction Insurance Requirements

The Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon completion of the entire Contract, shall maintain Builder's Risk, Course of Construction or similar first party property coverage issued on a replacement cost value basis consistent with the total replacement cost of all insurable Work and the Project included within the Contract Documents. Coverage is to insure against all risks of accidental direct physical loss, and must include, by the basic grant of coverage or by endorsement, the perils of vandalism, malicious mischief (both without any limitation regarding vacancy or occupancy), fire, sprinkler leakage, civil authority, sonic boom, earthquake, flood, collapse, wind, lightning, smoke and riot. The coverage must include debris removal, demolition, increased costs due to enforcement of building ordinance and law in the repair and replacement of damage and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project which is the subject of the Contract Documents, including completed Work and Work in progress, to the full insurable value thereof. Such insurance shall include the Owner and the Architect as additional named insureds, and any other person with an insurable interest as designated by the Owner.

The Contractor shall submit to the Owner for its approval all items deemed to be uninsurable. The risk of the damage to the Work due to the perils covered by the "Builder's Risk/All Risk" Insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the Owner nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

11.4 FIRE INSURANCE

Before the commencement of the Work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all Work subject to loss or damage by fire. The amount of fire insurance shall be sufficient to protect the Project against loss or damage in full until the Work is accepted by the Owner. This requirement may be waived upon confirmation by the Owner that such coverage is provided under the Builder's Risk Insurance being provided.

11.5 AUTOMOBILE LIABILITY

11.5.1 The Owner, Architect and Construction Manager, Inspectors, their directors, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible. Such insurance coverage shall be primary and non-contributory insurance as respects the Owner, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Owner, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it. The insurer shall agree to waive all rights of subrogation against the Owner, Architect,

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Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy that arise from Work performed by the Contractor.

11.5.2 Insurance Services Office Business Auto Coverage Form Number CA 0001, Code 1 (any auto) is required. Comprehensive Automobile Liability insurance to include all autos, owned, non-owned, and hired, with limits of \$1,000,000 per accident for bodily injury and property damage

11.6 OTHER INSURANCE

The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

11.7 PROOF OF INSURANCE

The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance and certificates have been obtained and delivered in duplicate to the Owner for approval subject to the following requirements:

- a. Certificates and insurance policies shall include the following clause:

“This policy and any coverage shall not be suspended, voided, non-renewed, canceled, or reduced in required limits of liability or amounts of insurance or coverage until notice has been mailed via certified mail to the Owner. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice.”
- b. Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.
- c. Certificates of insurance shall clearly state that the Owner and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by Owner.
- d. The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the Owner.

11.8 COMPLIANCE

In the event of the failure of Contractor to furnish and maintain any insurance required by this Article 11, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the Owner and the Architect.

11.9 WAIVER OF SUBROGATION

Contractor waives (to the extent permitted by law) any right to recover against the Owner for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) by insurance actually carried by the Owner.

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The provisions of this section are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The Owner and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies thereunder of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

11.10 PERFORMANCE AND PAYMENT BONDS

11.10.1 Bond Requirements

Unless otherwise specified in the Supplemental Conditions, prior to commencing any portion of the Work, the Contractor shall furnish separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California as sureties.

To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the Owner, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Owner. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bonds, the Owner may terminate the Contract for cause.

11.10.2 Surety Qualification

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

11.10.3 Alternate Surety Qualifications

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

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ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.1 COMPLIANCE WITH TITLE 24 INSTALLATION REQUIREMENTS

Contractor is aware of the requirements governing Contractor's Work under title 24 Section 4-343 Issuance of Notices of Non-Compliance

The Inspector may issue a Notice of Non-Compliance on the Project indicating deviation from Plans and Specifications. It is Contractor's responsibility to correct all deviations from the approved Plans and Specifications unless the Owner has issued an Immediate Change Directive. In such case, the Contractor shall proceed with the Work with the understandings of the Owner as set forth in the ICD and as specifically noted in Article 7.3.

12.2 SPECIAL NOTICE OF AMERICAN'S WITH DISABILITIES ACT

Some of the requirements in the Plans and Specifications are meant to comply with the Americans with Disabilities Act ("ADA"). The requirements of the ADA are technical in nature and may appear to be minor in nature (i.e. whether a walkway or ramp has a 2% cross-slope). Contractor is warned that even the slightest deviation from the specific requirements from the ADA is considered a Civil Rights Violation and subjects the Owner to fines of three times actual damages sustained by a handicap individual or up to \$4,000 per violation and attorney's fees required to enforce the ADA violation. As a result of the significant liability and exposure associated with ADA aspects of the Contract, Contractor shall take special care to meet all ADA requirements detailed in the Plans and Specifications. Failure to comply with ADA rules that results in a Notice of Non-Compliance shall be repaired to meet ADA requirements promptly. In addition, any ADA violations that are not identified by Inspector or Architect that are later identified shall be repaired and charged back to the Contractor through a Deductive Change Order.

12.2.1 Indemnification of ADA Claims

ADA claims arising from failure to comply with Plans and Specifications shall be indemnified, held harmless and defended by Contractor. Further, any withholdings for ADA violations in Article 9.6 shall include potential redesign costs and an accelerated repair costs due to the potential for ADA claims arising from DSA posting of ADA violations on the Project.

12.3 UNCOVERING OF WORK

12.3.1 Uncovering Work for Required Inspections

Work shall not be covered without the Inspector's review and the Architect's knowledge that the Work conforms with the requirements of the approved Plans and Specifications (except in the case of an ICD under Article 7.3). Inspector must be timely notified of inspections and of new areas so Work can be inspected at least 48 hours before opening a new area (For example, see DSA Form 156 for Commencement/Completion of Work Notification which requires "at least 48 hour" advance notification of a new area). An Inspector must comply with DSA protocols for signing each category or phase of Work under DSA Form 152 (in compliance with the Form 152 Manual) or a Notice of Deviation (DSA Form 154) will be issued requiring the Work that was not inspected be uncovered for inspection. Thus, if a portion of the Work is covered without Inspection or Architect approval, is subject to a Notice of Non-Compliance for being undertaken without Inspection, or otherwise not in compliance with the Contract Documents, after issuance of a Written Notice of Non-Compliance (Form 154) or a written notice to uncover Work, Contractor shall promptly uncover all Work (which includes furnishing all necessary facilities, labor, and

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material) for the Inspector's or the Architect's observation and such Work shall be replaced at the Contractor's expense without change in the Contract Sum or Time.

12.3.2 Costs for Inspections Not Required

If a portion of the Work has been covered is believed to be Non-Conforming to the Plans and Specifications, even if the Form 152 for the category of Work has been signed by the Inspector, the Inspector or the Architect may request to see such Work, and it shall be promptly uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncover and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with Contract Documents, the Contractor shall be responsible for all costs to uncover the Work, delays incurred to uncover the Work, and Contractor shall pay all costs to correct the Non-Conforming construction condition unless the condition was caused by the Owner or a separate contractor, in which event the Owner shall be responsible for payment of such costs to the Contractor.

12.4 CORRECTION OF WORK

12.4.1 Correction of Rejected Work

The Contractor shall promptly correct the Work rejected by the Inspector or the Owner upon recommendation of the Architect as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed. The Contractor shall bear costs of correcting the rejected Work, including cost for delays that may be incurred by Contractor or subcontractors, the cost for additional testing, inspections, and compensation for the Inspector's or the Architect's services and expenses made necessary thereby (including costs for preparing a CCD, DSA CCD review fess, and additional inspection and special inspection costs).

12.4.2 One-Year Warranty Corrections

If, within one (1) year after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties established under Paragraph 9.9.1, or by the terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of one (1) years shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation under this Paragraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

12.4.3 Owner's Rights if Contractor Fails to Correct

If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct the Work and seek a Deductive Change Order, pursuant to Article 9.6 or Article 2.2.

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ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

13.2 SUCCESSORS AND ASSIGNS

The Owner and the Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

In the absence of specific notice requirements in the Contract Documents, written notice shall be deemed to have been duly served if delivered in person to the individual, member of the firm or entity, or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1 Duties and Obligations Cumulative

Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

13.4.2 No Waiver

No action or failure to act by the Inspector, the Owner, or the Architect shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1 Compliance

Tests, inspections, and approvals of portions of the Work required by the Contract Documents will comply with Division 1, Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

13.5.2 Independent Testing Laboratory

The Owner will select and pay an independent testing laboratory to conduct all tests and inspections. Selection of the materials required to be tested shall be made by the laboratory or the Owner's representative and not by the Contractor. Any costs or expenses of inspection or testing incurred outside

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of a fifty (50) mile radius from the Project Site or not located in a contiguous county to the Site, whichever distance is greater, shall be paid for by the Owner, invoiced by the Owner to the Contractor, and deducted from the next Progress Payment.

13.5.3 Advance Notice to Inspector

The Contractor shall notify the Inspector a sufficient time in advance of its readiness for required observation or inspection so that the Inspector may arrange for same. The Contractor shall notify the Inspector a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents which must, by terms of the Contract Documents, be tested in order that the Inspector may arrange for the testing of the material at the source of supply.

13.5.4 Testing Off-Site

Any material shipped by the Contractor from the source of supply, prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said Inspector that such testing and inspection will not be required, shall not be incorporated in the Work.

13.5.5 Additional Testing or Inspection

If the Inspector, the Architect, the Owner, or public authority having jurisdiction determines that portions of the Work require additional testing, inspection, or approval not included under Paragraph 13.5.1, the Inspector will, upon written authorization from the Owner, make arrangements for such additional testing, inspection, or approval. The Owner shall bear such costs except as provided in Paragraph 13.5.7.

13.5.6 Costs for Retesting

If such procedures for testing, inspection, or approval under Paragraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs arising from such failure, including those of re-testing, re-inspection, or re-approval, including, but not limited to, compensation for the Architect's services and expenses. Any such costs shall be paid by the Owner, invoiced to the Contractor, and deducted from the next Progress Payment.

13.5.7 Costs for Premature Test

In the event the Contractor requests any test or inspection for the Project and is not completely ready for the inspection, the Contractor shall be invoiced by the Owner for all costs and expenses resulting from that testing or inspection, including, but not limited to, the Inspector's and Architect's fees and expenses, and the amount of the invoice shall be deducted from the next Progress Payment.

13.6 TRENCH EXCAVATION

13.6.1 Trenches Greater Than Five Feet

Pursuant to Labor Code Section 6705, if the Contract Price exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, submit to the Owner or a Registered Civil or Structural Engineer employed by the Owner or Architect, a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

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13.6.2 Excavation Safety

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a Registered Civil or Structural Engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the Owner or by the person to whom authority to accept has been delegated by the Owner.

13.6.3 No Tort Liability of Owner

Pursuant to Labor Code § 6705, nothing in this Article shall impose tort liability upon the Owner or any of its employees.

13.6.4 No Excavation without Permits

The Contractor shall not commence any excavation Work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed on the Site prior to the commencement of any excavation.

13.7 WAGE RATES, TRAVEL, AND SUBSISTENCE

13.7.1 Wage Rates

Pursuant to the provisions of Article 2 (commencing at § 1720), Chapter 1, Part 7, Division 2, of the Labor Code, the Owner has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public works project is to be performed for each craft, classification, or type of worker needed for this Project from the Director of the Department of Industrial Relations (“Director”). These rates are on file at the administrative office of the Owner and are also available from the Director of the Department of Industrial Relations. Copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

Any worker employed to perform Work on the Project, but such Work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

13.7.2 Holiday and Overtime Pay

Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law.

13.7.3 Wage Rates Not Affected by Subcontracts

The Contractor shall pay and shall cause to be paid each worker engaged in the execution of the Work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.

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13.7.4 Per Diem Wages

The Contractor shall pay and shall cause to be paid to each worker needed to execute the Work on the Project per diem wages including, but not limited to, employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided for in Labor Code §1773.1.

13.7.5 Forfeiture and Payments

Pursuant to Labor Code §1775, the Contractor shall forfeit to the Owner, not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages rates as determined by the Director of the Department of Industrial Relations, for the work or craft in which the worker is employed for any Work done under the Agreement by the Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of: (1) whether the Contractor or Subcontractor's failure to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily correct upon being brought to the attention of the Contractor or Subcontractor; and (2) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations.

13.7.6 Monitoring and Enforcement by Labor Commissioner

Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). The Contractor and all Subcontractors shall be required to furnish, at least monthly, certified payroll records directly to the Labor Commissioner in accordance with Labor Code section 1771.4. All payroll records shall be furnished in a format required by the Labor Commissioner. The Contractor and all Subcontractors must sign up for, and utilize, the Labor Commissioner's electronic certified payroll records submission system. The District will have direct and immediate access to all CPRs for the Project that are submitted through the Labor Commissioner's system. The District can use this information for any appropriate purpose, including monitoring compliance, identifying suspected violations, and responding to Public Records Act requests.

The Labor Commissioner/ DLSE may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming the accuracy of payroll records, conducting worker interviews, conducting audits, requiring submission of itemized statements prepared in accordance with Labor Code section 226, and conducting random in-person inspections of the Project site ("On-Site Visits"). On-Site Visits may include inspections of records, inspections of the Work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the Labor Commissioner/DLSE to ensure compliance with prevailing wage requirements. The Labor Commissioner/DLSE shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner/DLSE.

Any lawful activities conducted or any requests made by the Labor Commissioner/DLSE shall not be the basis for any delays, claims, costs, damages or liability of any kind against the District by the Contractor. Contractor and all Subcontractors shall cooperate and comply with any lawful requests by the Labor Commissioner/ DLSE. The failure of the Labor Commissioner, DLSE, or any other entity related to the Department of Industrial Relations to comply with any requirement imposed by the California Code of Regulations, Title 8, Chapter 8 shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Division 2, Part 7, Chapter 1 of the Labor Code.

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Prior to commencing any Work on the Project, the Contractor shall post the required notice/poster required under the California Code of Regulations and Labor Code section 1771.4 in both English and Spanish at a conspicuous, weatherproof area at the Project site. The required notice/poster is available on the Labor Commissioner's website.

13.8 RECORDS OF WAGES PAID

13.8.1 Payroll Records

- a. Pursuant to §1776 of the Labor Code, the Contractor and each Subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the Project.
- b. All payroll records as specified in Labor Code §1776 of the Contractor and all Subcontractors shall be certified and furnished directly to the Labor Commissioner in accordance with Labor Code §1771.4(a)(3) on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Payroll records as specified in Labor Code §1776 shall be certified and submitted to the District with each application for payment. All payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 2. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of Owner, the Division of Labor Standards Enforcement or the Division of Apprenticeship Standards of the Department of Industrial Relations.
 3. A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the Owner, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Paragraph (2) above, the requesting party shall, prior to being provided the records, reimburse the costs, according to law for the preparation by the Contractor, Subcontractor(s), and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.
- c. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division of Labor Standards Enforcement.
- d. The Contractor or Subcontractor(s) shall file a certified copy of all payroll records with the entity that requested such records within 10 calendar days after receipt of a written request.

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- e. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the Owner, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or the Subcontractor(s) performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records.
- f. The Contractor shall inform the Owner of the location of all payroll records, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
- g. The Contractor or Subcontractor(s) shall have 10 calendar days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that the Contractor or Subcontractor(s) fails to comply within the 10-day period, the Contractor or Subcontractor(s) shall, as a penalty to the Owner, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

Responsibility for compliance with this Article shall rest upon the Contractor.

13.8.2 Withholding of Contract Payments & Penalties

The Owner may withhold or delay contract payments to the Contractor and/or any Subcontractor if:

- a. The required prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations is not paid to all workers employed on the Project; or
- b. The Contractor or Subcontractor(s) fail to submit all required certified payroll records with each application for payment, but not less than once per month; or
- c. The Contractor or Subcontractor(s) submit incomplete or inadequate payroll records; or
- d. The Contractor or Subcontractor(s) fail to comply with the Labor Code requirements concerning apprentices; or

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- e. The Contractor or Subcontractor(s) fail to comply with any applicable state laws governing workers on public works projects.

13.9 APPRENTICES

13.9.1 Apprentice Wages and Definitions

All apprentices employed by the Contractor to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which he or she is employed, and as determined by the Director of the Department of Industrial Relations, and shall be employed only at the craft or trade to which he or she is registered. Only apprentices, as defined in §3077 of the Labor Code, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprenticeship agreements under Chapter 4 (commencing with §3070) of Division 3, are eligible to be employed under this Contract. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training, or in accordance with the rules and regulations of the California Apprenticeship Council.

13.9.2 Employment of Apprentices

Contractor agrees to comply with the requirements of Labor Code §1777.5. The Contractor awarded the Project, or any Subcontractor under him or her, when performing any of the Work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall employ apprentices in the ratio set forth in Labor Code §1777.5. The Contractor or any Subcontractor must apply to any apprenticeship program in the craft or trade that can provide apprentices to the Project site for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor upon the Contractor's or Subcontractor's request. "Apprenticeable craft or trade" as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. The ratio of work performed by apprentices to journeyman employed in a particular craft or trade on the Project shall be in accordance with Labor Code §1777.5.

13.9.3 Submission of Contract Information

Prior to commencing Work on the Project, the Contractor and Subcontractors shall submit contract award information to the applicable apprenticeship program(s) that can supply apprentices to the Project and make the request for the dispatch of apprentices in accordance with the Labor Code. The information submitted shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the Owner if requested. Within 60 days after concluding Work on the Project, the Contractor and Subcontractors shall submit to the Owner, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the Project.

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13.9.4 Apprentice Fund

The Contractor or any Subcontractor under him or her, who, in performing any of the Work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the Director determines is the prevailing amount of apprenticeship training contributions in the area of the Project. The Contractor and Subcontractors may take as a credit for payments to the California Apprenticeship Council any amounts paid by the Contractor or Subcontractor to an approved apprenticeship program that can supply apprentices to the Project. The Contractor and Subcontractors may add the amount of the contributions in computing his or her bid for the Contract.

13.9.5 Prime Contractor Compliance

The responsibility of compliance with Article 13 and §1777.5 of the Labor Code for all apprenticeable occupations is with the Prime Contractor. Any Contractor or Subcontractor that knowingly violates the provisions of this Article or Labor Code §1777.5 shall be subject to the penalties set forth in Labor Code §1777.7.

13.10 ASSIGNMENT OF ANTITRUST CLAIMS

13.10.1 Application

Pursuant to Government Code § 4551, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders Retention Payment to the Contractor, without further acknowledgment by the parties. If the Owner receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with § 4550) of Division 5 of Title 1 of the Government Code, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Owner any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the Owner as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

13.10.2 Assignment of Claim

Upon demand in writing by the assignor, the Owner shall, within one (1) year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose and the Owner has not been injured thereby or the Owner declines to file a court action for the cause of action.

13.11 STATE AND OWNER CONDUCTED AUDITS

Pursuant to and in accordance with the provisions of Government Code § 10532, or any amendments thereto, all books, records, and files of the Owner, the Contractor, or any Subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of five

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(5) years after Retention Payment is made or a Notice of Completion is Recorded, whichever occurs first. Contractor shall preserve and cause to be preserved such books, records, hard drives, electronic media, and files for the audit period.

Pursuant to the remedies under Public Contract Code Section 9201 and Government Code Section 930.2, Contractor, through execution of this Agreement, also agrees the Owner shall have the right to review and audit, upon reasonable notice, the books and records of the Contractor concerning any monies associated with the Project. The purpose of this Audit is to quickly and efficiently resolve disputes based on the actual costs incurred and to reduce the uncertainty in resolving disputes with limited information. The Owner shall perform any audits at its own cost and any such audit shall be performed by an independent auditor, having no direct or indirect relationship with the functions or activities being audited or with the business conducted by the Contractor or Owner. In the event the independent auditor determines that Change Orders, Response to Request for Proposals, Claims, Appeal of Claims, or other requests for payment the Auditor shall report the results of the Audit findings to the Owner and provide a copy to the Contractor after giving the Owner Board the opportunity for at least 10 days review. If the Contractor disputes the findings of the independent auditor, such dispute shall be handled in the manner set forth under Article 4.6.2 entitled Disputes.

If Contractor having agreed to the terms of this Contract fails to produce books or records requested by Auditor, such failure to produce books or records that were required to be preserved for audit, it shall be presumed that the information contained in the withheld books or records were unfavorable to the Contractor and the Auditor shall note this refusal in the results of the Audit findings for further evaluation by the Owner and the Owner's Board. The refusal to release records that are concerning monies associated with the Project may be used as a grounds to debar the Contractor for failure to preserve records under Article 13.11 and the failure to produce required audit records may also be used as a grounds for a negative finding against the Contractor depending on the significance of the records that are withheld by Contractor. Failure to produce Job Cost Data tied to Job cost categories and budgets shall be presumed an intentional failure to produce key audit records. Similarly, failure to produce daily time records (prepared at or near the time of the Work actually took place (See Article 3.16) shall be presumed an intentional failure to produce key audited records.

If Contractor is seeking costs for inefficiency, home office overhead, or unanticipated increased costs due to delays or acceleration, Contractor shall also produce copies of the original bid tabulation utilized in submitting Contractor's bid for the Project. This document shall be considered confidential and shall not be subject to disclosure through a Public Records Act and shall not be distributed to anyone other than the Owner and the Owner's counsel. This bid tabulation shall only be used in litigation, arbitration, evaluation of Claims or Disputes, Audit, and trial. If the records for the bid tabulation are kept on a computer, the Contractor shall also produce all metadata (in native format) that accompanies the bid tabulation for inspection to prove the authenticity of the underlying bid tabulation. Failure to produce the bid tabulation for review of inefficiency, home office overhead, or unanticipated increased costs due to delays or accelerations shall be considered material evidence that the bid tabulation was not favorable to the Contractor. This evidence shall be entered as a jury instruction for trial that the bid tabulation was not produced and the bid tabulation information was unfavorable to the Contractor. The evidence may also be used in Debarment Proceedings, and noted as an exception to an Audit Findings.

Upon notification of Contractor concerning the results of the audit and a reasonable time has passed for Contractor to respond to Audit Findings and if either there is no Dispute of the Audit findings under Article 4.6.2 or if the result after utilizing the Disputes Clause confirms the Audit findings, the Owner may seek reimbursement for overstated Claims, Change Orders, or Appeal of Claims and may also undertake debarment proceedings.

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13.12 STORM WATER POLLUTION PREVENTION

13.12.1 Application

This Section addresses the preparation, implementation and monitoring of a Storm Water Pollution Prevention Plan (SWPPP) for the purpose of preventing the discharge of pollutants from the construction site. This includes the elimination of pollution discharges such as improper dumping, spills or leakage from storage tanks or transfer areas. The Owner will not issue a Notice to Proceed until Contractor has prepared by a qualified individual and obtained approval of the Permit Registration Documents ("PRDs") that include a Notice of Intent, Construction Risk Calculation, Site Map, SWPPP, Annual Fee and any additional required documents from all applicable Local Governing Agencies including the Regional Water Quality Control Board. The Contractor shall also secure a certification that the Project has met all of the conditions of the General Construction Activity Storm Water Permit (GCASP) and comply with all applicable local, state and federal regulations governing storm water pollution prevention.

13.12.2 References and Materials

- California Stormwater Quality Association New Development and Redevelopment Best Management Practice Handbook
- 2009 California Stormwater Quality Association Construction BMP Handbook .
- State Water Resources Control Board (2009). Order 2009-0009-DWQ, NPDES General Permit No. CAS000002: Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbing Activities. Available on-line at:
- http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml. - Use materials of a class, grade and type needed to meet the performance described in the BMP Handbook.

13.12.3 Preparation and Approval

The Contractor shall prepare by a qualified individual the PRDs that include a Notice of Intent, Construction Risk Calculation, Site Map, SWPPP, Annual Fee and any additional required documents. The Contractor's Qualified SWPPP Developer ("QSD") shall prepare the Storm Water Pollution Prevention Plan (SWPPP) as required to comply with storm water pollution regulations for project sites with storm water discharges associated with construction activity such as clearing or demolition, grading, excavation and other land disturbances. The SWPPP shall apply to all areas that are directly related to construction activity, including but not limited to staging areas, storage yards, material borrow areas, and access roads.

13.12.3.1 The Contractor shall prepare and submit to the Local Governing Agencies and the Owner the SWPPP for review and approval if the project sites, new or existing, with land disturbance of 1 or more acres (or less than 1 acres if part of a common plan of development); the construction activity that results in land surface disturbances of less than one acre is part of a larger common plan of development or sale of one or more acres of disturbed land surface; or the construction activity associated with Linear Underground/Overhead Projects ("LUPs") including, but not limited to, those activities necessary for the installation of underground and overhead linear facilities (e.g., conduits, substructures, pipelines, towers, poles, cables, wires, connectors, switching, regulating and transforming equipment and associated ancillary facilities) and include, but are not limited to, underground utility mark-out, potholing, concrete and asphalt cutting and removal, trenching, excavation, boring and drilling, access road and pole/tower pad and

GENERAL CONDITIONS

cable/wire pull station, substation construction, substructure installation, construction of tower footings and/or foundations, pole and tower installations, pipeline installations, welding, concrete and/or pavement repair or replacement, and stockpile/borrow locations.

13.12.3.2 The Contractor shall also pay annual renewal fee(s) until the contract is completed and make all such checks payable to the State Water Resources Control Board. The Notice of Intent must be submitted at least two weeks prior to the commencement of construction activities.

13.12.3.3 The Contractor shall prepare the SWPPP by following the format in Sections 2, 3, 4 and Appendices A through F of the California Stormwater BMP Handbook - Construction, January 2009 edition, published by the California Stormwater Quality Association. The publication is available from:

California Stormwater
Quality Association
P.O. Box 2105
Menlo Park, CA 94026-2105
Phone: (650) 366-1042
E-mail: info@casqa.org

or

<https://www.casqa.org/store/products/tabid/154/p-167-construction-handbookportal-initial-subscription.aspx>

13.12.3.4 Where land disturbance is less than 1 acre, any BMPs indicated in the BMP Handbook needed to prevent or minimize storm water pollution shall be implemented at no extra cost to the Owner.

13.12.3.5 Within two weeks after Award of Contract by the Owner, the Contractor shall submit to the Owner's Civil Engineer one copy of the PRDs including the SWPPP for review. After the Owner's approval, the Contractor shall provide approved copies of the SWPPP as follows: one copy each to the Project Inspector, Construction Manager, Architect, Commissioned Architect and Owner's Civil Engineer

13.12.4 Implementation

The Contractor shall implement the Storm Water Pollution Prevention Plan by doing the following:

- a. Obtain a Waste Discharger Identification (WDID) number from the SWRCB before beginning construction. This number will be issued once your PRDs are administratively accepted and fee is received.
- b. Keep the SWPPP, REAPs, monitoring data on the construction site.
- c. Employ a Qualified SWPPP Practitioner (QSP) to implement the SWPPP during construction and develop Rain Event Action Plans ("REAPs").
- d. Install, inspect, maintain and monitor BMPs required by the General Permit.

GENERAL CONDITIONS

- e. Install perimeter controls prior to starting other construction work at the site.
- f. Contain on-site storm water at the jobsite. Do not drain on-site water directly into the storm drain.
- g. Implement the SWPPP.
- h. Provide SWPPP and BMP implementation training for those responsible for implementing the SWPPP.
- i. Designate trained personnel for the proper implementation of the SWPPP.
- j. Conduct monitoring, as required, and assess compliance with the Numeric Action Levels (NALs) or Numeric Effluent Limitations (NELs) appropriate to your project.
- k. Report monitoring data.
 - 1. Maintain a paper or electronic copy of all required records for three years from the date generated or date submitted, whichever is last. These records must be available at the construction site until construction is completed.
 - 2. Have a QSD revise the SWPPP as needed to reflect the phases of construction and to suit changing site conditions and instances when properly installed systems are ineffective.
 - 3. Assist the Owner with entering any necessary data or information into the Stormwater Multi-Application and Reporting System ("SMARTS") system.
- l. At the end of Construction Contract:
 - 1. Submit Notice of Termination (NOT) into the SMARTS when construction is complete and conditions of termination listed in the NOT have been satisfied. A copy of the NOT can be found at: http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml.
 - 2. Leave in place storm water pollution prevention controls needed for post-construction storm water management and remove those that are not needed as determined by the Owner. Thereafter, left-in-place controls will be maintained by the Owner.
 - 3. Provide Site Monitoring Reports, SWPPP revisions, Compliance Certifications and related documents to the Owner. Post-construction storm water operation and management plan as mentioned in the compliance certifications are considered to be in place at the end of the Construction Contract.

GENERAL CONDITIONS

13.12.5 Monitoring

The Contractor shall conduct examination of storm water pollution prevention controls as required by the State Water Resources Control Board (2009). Order 2009-0009-DWQ, NPDES General Permit No. CAS000002: Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbing Activities. This includes properly qualified personnel performing all required monitoring, testing, inspections and monitoring. The Contractor shall also conduct examination of storm water pollution prevention controls, as well as before and after each storm event in compliance with the State Water Resources Control Board Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit No. CAS000002, Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbance Activities (General Permit) (SWRCB, 2009).and at least once each 24-hour period during extended storm events to identify BMP effectiveness and implement repairs or BMP changes as soon as feasible. All maintenance related to a storm event should be completed within 48 hours of the storm event. The Contractor shall also prepare and maintain, at the jobsite, a log of each inspection using Site Monitoring Report forms.

13.12.6 Liabilities and Penalties

- a. Review of the SWPPP and inspection logs by the Owner shall not relieve the Contractor from liabilities arising from non-compliance with storm water pollution regulations.
- b. Payment of penalties for non-compliance by the Contractor shall be the sole responsibility of the Contractor and will not be reimbursed by the Owner.
- c. Compliance with the Clean Water Act pertaining to construction activity is the sole responsibility of the Contractor. For any fine(s) levied against the Owner due to non-compliance by the Contractor, the Owner will deduct from the final payment due the Contractor the total amount of the fine(s) levied on the Owner, plus legal and associated costs.
- d. The Contractor shall submit to the Owner a completed NOI for change of information (Construction Site Information and Material Handling/Management Practices).

GENERAL CONDITIONS

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR FOR CAUSE

14.1.1 Grounds for Termination

The Contractor may terminate the Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons performing portions of the Work for whom the Contractor is contractually responsible, for only the following reasons:

- a. Issuance of an order of a court or other public authority having jurisdiction; or
- b. An act of the United State or California government, such as a declaration of national emergency.

14.1.2 Notice of Termination

If one of the above reasons exists, the Contractor may, upon written notice of seven (7) additional days to the Owner, terminate the Contract and recover from the Owner payment for Work executed and for reasonable costs verified by the Architect with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 Grounds for Termination

The Owner may terminate the Contractor and/or this Contract for the following reasons:

- a. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- b. Persistently or repeatedly is absent, without excuse, from the job site;
- c. Fails to make payment to Subcontractors, suppliers, materialmen, etc.;
- d. Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;
- e. Fails to provide a schedule or fails or refuses to update schedules required under the Contract;
- f. Falls behind on the Project and refuses or fails to undertake a recovery schedule;
- g. If the Contractor has been debarred from performing Work;
- h. Becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors; or
- i. Otherwise is in substantial breach of a provision of the Contract Documents.

GENERAL CONDITIONS

14.2.2 Notification of Termination

When any of the above reasons exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety written notice of seven (7) days, terminate the Contractor and/or this Contract and may, subject to any prior rights of the surety:

- a. Take possession of the Project and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- b. Accept assignment of Subcontracts. Contractor acknowledges and agrees that if the Owner (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the Owner which the Owner has chosen to accept;
- c. Complete the Work by any reasonable method the Owner may deem expedient, including contracting with a replacement contractor or contractors; and,
- d. Agree to accept a takeover and completion arrangement with Surety that is acceptable to the Owner Board.

14.2.3 Takeover and Completion of Work after Termination for Cause

A Termination for Cause is an urgent matter which requires immediate radiation since Project Work is open and incomplete, the site is subject to vandalism and theft, the Project site is considered a public nuisance, and there is a possibility of injury and deterioration of the Project Work and materials. Thus, the Owner shall be entitled to enter a takeover contract to either remediate the unfinished condition or complete the Work for this Project.

14.2.4 Payments Withheld

If the Owner terminates the Contract for one of the reasons stated in Paragraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is complete. All costs associated with the termination and completion of the Project shall be the responsibility of the Contractor and/or its surety.

14.2.5 Payments upon Completion

If the unpaid balance of the Contract Sum exceeds costs of completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor and its Surety shall pay the difference to the Owner. The amount to be paid to the Contractor, or Owner, as the case may be, shall be certified by the Architect upon application. This payment obligation shall survive completion of the Contract.

14.3 TERMINATION OF CONTRACT BY OWNER (CONTRACTOR NOT AT FAULT)

14.3.1 Termination for Convenience

Owner may terminate the Contract upon fifteen (15) calendar days of written notice to the Contractor and use any reasonable method the Owner deems expedient to complete the project, including contracting with replacement contractor or contractors, if it is found that reasons beyond the control of

GENERAL CONDITIONS

either the Owner or Contractor make it impossible or against the Owner's interest to complete the Work. In such a case, the Contractor shall have no claims against the Owner except: (1) the actual cost for labor, materials, and services performed which may be documented through timesheets, invoices, receipts, or otherwise, and (2) ten percent (10%) profit and overhead, and (3) five percent (5%) termination cost of the total of items (1) and (2). Contractor acknowledges and agrees that if the Owner (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the Owner which the Owner has chosen to accept.

14.3.2 [Reserved]

14.4 REMEDIES OTHER THAN TERMINATION

If a default occurs, the Owner may, without prejudice to any other right or remedy, including, without limitation, its right to terminate the Contract pursuant to Article 14.2, do any of the following:

- a. Permit the Contractor to continue under this Contract, but make good such deficiencies or complete the Contract by whatever method the Owner may deem expedient, and the cost and expense thereof shall be deducted from the Contract Price or paid by the Contractor to the Owner on demand;
- b. If the workmanship performed by the Contractor is faulty or defective materials are provided, erected or installed, then the Owner may order the Contractor to remove the faulty workmanship or defective materials and to replace the same with work or materials that conform to the Contract Documents, in which event the Contractor, at its sole costs and expense, shall proceed in accordance with the Owner's order and complete the same within the time period given by the Owner in its notice to the Contractor; or
- c. Initiate procedures to declare the Contractor a non-responsible bidder for a period of two (2) to five (5) years thereafter.

All amounts expended by the Owner in connection with the exercise of its rights hereunder shall accrue interest from the date expended until paid to the Owner at the maximum legal rate. The Owner may retain or withhold any such amounts from the Contract Price. If the Contractor is ordered to replace any faulty workmanship or defective materials pursuant to Paragraph (b) above, the Contractor shall replace the same with new work or materials approved by the Architect and the Owner, and, at its own cost, shall repair or replace, in a manner and to the extent the Architect and the Owner shall direct, all Work or material that is damaged, injured or destroyed by the removal of said faulty workmanship or defective material, or by the replacement of the same with acceptable work or materials. In no event shall anything in this Paragraph be deemed to constitute a waiver by the Owner of any other rights or remedies that it may have at law or in equity, it being acknowledged and agreed by the Contractor that the remedies set forth in this Paragraph are in addition to, and not in lieu of, any other rights or remedies that the Owner may have at law or in equity.

SUPPLEMENTAL CONDITIONS

SUPPLEMENTAL CONDITIONS

The following supplements modify the General Conditions. Where a portion of the General Conditions is modified and or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

Not Applicable

RFP RECAP NO. 15-23/24

Restroom Relocation Odyssey North

CLOSING DATE AND TIME: 2/8/24, 2:00 PM

[illegible]

BID FORM

Restroom Relocation Odyssey North Project

Audubon Elementary School

725 West Altadena Dr. Altadena, CA 91001

Bid No. 15-23/24

FOR

PASADENA UNIFIED SCHOOL DISTRICT

**CONTRACTOR
NAME:**

Amazing Electric Inc. dba AE Technic Inc.

ADDRESS:

2484 Olive Ave

Altadena CA 91001

TELEPHONE:

(213) 300-6051

FAX:

(626) 696-3097

EMAIL

homan@amazingelectricinc.com

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

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the Owner, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of:

BID NO. 15- 23/24

Restroom Relocation Odyssey North Project

in the District described above, all in strict conformance with the drawings and other Contract Documents on file at the Owner Offices of said Owner for amounts set forth herein.

2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

Number	Number	Number	Number	Number	Number	Number	Number
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3. BID RESPONSE BY SCHOOL AND TOTAL INCLUDING ALLOWANCE IN WORDS AND NUMERICAL AMOUNT

a. Base Bid

FIFTY SEVEN THOUSAND SEVEN HUNDRED DOLLARS

(\$ 57,700.00)

b. Allowance

Twenty-five Thousand Dollars

(\$25,000)

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

(Total of items a and b above)

EIGHTY TWO THOUSAND SEVEN HUNDRED DOLLARS

(\$ 82,700.00)

4. Allowances: Allowances as set forth above are to be used as compensation for items as set forth by the District. The amounts listed are to be included in the base bid and shall be listed separately.

5. **TIME FOR COMPLETION:** The Owner may give a notice to proceed within ninety (90) days of the award of the bid by the Owner. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Special Conditions or as otherwise set forth in the Agreement awarded after bids are opened. By submitting this bid, Contractor has thoroughly studied the Bid Scope Packages and agrees that the Contract Time is adequate for the timely and proper completion of the Bid Scope Packages. Further, Contractor has included in the analysis of the time required for the completion of the Work in Bid Scope Packages, the requisite time to complete the Punch List.

In the event that the Owner desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the Owner. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

It is understood that the Owner reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

6. Attached is bid security in the amount of not less than ten percent (10%) of the bid for all Bid Scope Packages:
Bid bond (10% of the Bid), certified check, or cashier's check (circle one)
7. The required List(s) of Designated Subcontractors are attached hereto.
8. The required Non-Collusion Declaration is attached hereto.
9. The Request for Substitution Form(s), if applicable, are attached hereto.
10. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the Owner a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the Owner the Performance Bond and Payment Bond, all within five (5) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the Owner's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents or as otherwise set forth in the Agreement awarded after bids are opened.
11. The names of all persons interested in the foregoing proposal as principals are as follows:

Amazing Electric Inc DBA AE Technic Inc

Homan Dian CEO

Joanna Dian Secretary

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

12. PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

13. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: 906078

License Expiration Date: 11/30/2025

Name on License: Amazing Electric Inc DBA AE Technic Inc

Class of License: A, B, C10, C20, C46

DIR Registration Number: 1000004405

If the bidder is a joint venture, each member of the joint venture must include the above information.

14. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom a Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the Owner may declare the bidder's bid deposit or bond forfeited as damages.

15. The bidder declares that he/she has carefully examined the location(s) of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions, Special Conditions, Addenda, Specifications, and all other documents contained in the Project Manual, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

I agree to receive service of notices at the e-mail address listed below.

I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Amazing Electric Inc DBA AE Technic Inc

Proper Name of Company

Homan Dian

Name of Bidder Representative

2484 Olive Ave

Street Address

Altadena, CA 91001

City, State, and Zip

(213) 300-6051

Phone Number

(626) 696-3097

Fax Number

homan@amazingelectricinc.com

E-Mail

Amazing Electric Inc dba AE Technic Inc

Homan Dian CEO

By: Joanna Dian Secretary

Date: 02/08/2024

Signature of Bidder Representative

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

All signatures must be made in permanent blue ink.

(INTENTIONALLY LEFT BLANK)

DESIGNATION OF SUBCONTRACTORS FORM

BID SCOPE PACKAGE NO. 15-23/24

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	E-Mail & Telephone*	DIR Registration Number*
Restroom Transport & Installation	HN construction Services	6676 Palo Verde place Rancho Cucamonga, CA 91739	B, C47 597806	hnconstruction91@gmail.com 951-830-5387	1000029922
Fire Alarm	PYRO-COMM Systems INC	15531 Container lane Huntington Beach CA 92649	C10 612153	eknust@pyrocomm.com 714-902-8000	1000001401

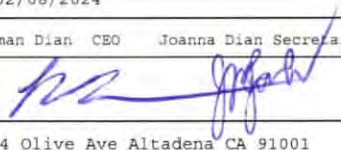
Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	E-Mail & Telephone*	DIR Registration Number*

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

Proper Name of Bidder: Amazing Electric Inc dba AE Technic Inc

Date: 02/08/2024

Name: Homan Dian CEO Joanna Dian Secretary

Signature of Bidder Representative: 

Address: 2484 Olive Ave Altadena CA 91001

Phone: 213-300-6051

NON-COLLUSION DECLARATION

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

The undersigned declares:

I am the CEO [Title] of Amazing Electric Inc dba AE Technic Inc [Name of Company], the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 02/08/2024 [Date], at Altadena [City], CA [State].

Signed: _____



Typed Name: Homan Dian CEO Joanna Dian Secretary

BID BOND FORM

Name of Principal Amazing Electric, Inc. dba AE Technic Inc.

Address 2484 Olive Avenue

City of Altadena, State of CA

as Principal, and Philadelphia Indemnity Insurance Company

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

Address 2998 Douglas Blvd

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

THE CONDITION OF THE OBLIGATION OF THIS BOND IS THAT THE PRINCIPAL has submitted the accompanying bid dated February 8, 2024 for:

Bid No. 15-23/24 Restroom Relocation Odyssey North Project

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

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

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

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above-named on the ____
7th day of February, 2024.

Amazing Electric, Inc. dba AE Technic Inc.

(Corporate Seal)

Principal

BY

Homan Dian

(Typed or Printed Name)

CEO

(Title)

Philadelphia Indemnity Insurance Company

(Corporate Seal)

Surety

BY

Ryan Tash

(Typed or Printed Name)

Attorney-in-Fact

(Title)

Address: One Bala Plaza, Suite 100,

City, State, Zip: Bala Cynwyd, PA 19004 - 0950

Phone Number: (610) 206-7836

E-Mail: Brandy.Prinz@phly.com

(Attach Attorney-In-Fact Certificate)

Bid Number 15-23/24 Restroom Relocation Odyssey North Project

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

ACKNOWLEDGMENT

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

State of California
County of Sacramento

On 02/07/24 before me, Traci E. Nakagaki, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint John T. Page, Ryan Tash, & Susan Fournier of Surety Solutions Insurance Services, Inc. its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



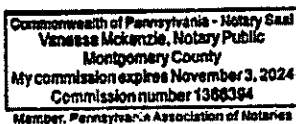
(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 7th day of February, 20 24



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION FORM**


(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

Labor Code Section 3700 in relevant part provides:

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

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public Owner, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

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


(Signature)

Amazing Electric Inc dba AE Technic Inc.
Homan Dian CEO
Joanna Dian Secretary

(Print)

02/08/2024
(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

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

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

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

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

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

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

DATE: 02/08/2024

Amazing Electric Inc DBA AE Technic Inc

CONTRACTOR

By:

Homan Dian CEO

Signature

Joshua Dian Secretary

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

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

DATE: 02/08/2024

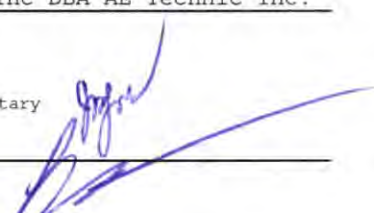
Amazing Electric Inc DBA AE Technic Inc.

CONTRACTOR

Homan Dian CEO
Joanna Dian Secretary

By: _____

Signature



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

Topic: APPROVAL OF FUNDS FOR RELOCATION OF ONE RELOCATABLE RESTROOM BUILDING FROM WILSON MIDDLE SCHOOL TO ODYSSEY CHARTER SCHOOL (NORTH)

RECOMMENDATION: The Governing Board of the Pasadena Unified School District to approve funds for relocation of one relocatable restroom building from Wilson Middle School to Odyssey Charter School (North)

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

I. BACKGROUND:

Odyssey Charter School student enrollment has increased over the past several years. The school is utilizing all available portable classrooms on the north side of the campus and there are no available restroom facilities nearby. A relocatable restroom has been requested to accommodate the students.

II. STAFF ANALYSIS:

District staff recommends the approval in the amount of \$285,000.00 (two hundred eighty-five thousand dollars) to move one (1) relocatable restroom building from Wilson Middle School to Odyssey Charter School (North). The cost of the project includes renovations/upgrades to the restroom, to include but not limited to, interior fixtures, partitions, walls, flooring, lighting, contingencies, and all associated costs.

Attachment: Proposed Project Request

III. FISCAL IMPACT:

Funds in the amount of \$285,000.00 are available in the Developer Fees account.

Pasadena Unified School District

Board of Education Agenda

October 27, 2022

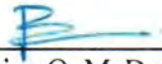
Submitted by: Leslie Barnes
Leslie Barnes, Ed.D., Chief Finance and Operations Officer

Funding title/code:

Title: Developer Fees

Code: 25.0-92500.0-00000-85000-6275-1040000

Approved:


Brian O. McDonald, Ed.D.
Superintendent

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

**APPROVED by the Board of
Education of the Pasadena
Unified School District on
the above mentioned date.**

FACILITIES DEPARTMENT PROPOSED PROJECT REQUEST #TBD



PROPOSED PROJECT TITLE	PROPOSED SCHOOL SITE	PROJECT PROPOSED ON
One Relocatable Restroom Building From Wilson Middle School	Odyssey Charter School (North)	August 4, 2022

PROJECT SUMMARY:

BACKGROUND:

- 1) Odyssey Charter School (North) enrollment has increased over the past several years. They are utilizing all available portable classrooms at north side of the campus. The availability of nearby restroom facilities has become an issue. A relocatable restroom building has been requested to accommodate growing enrollment.

PROJECT DESCRIPTION

Scope of Services to include the following:

- 1) Relocation of one (1) relocatable restroom building from Wilson Middle School to Odyssey Charter School (North).

NEXT STEPS

Board Approval: TBD

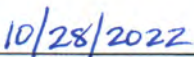
PROPOSED BUDGET SOURCE: DEVELOPER FEES

TARGET MILESTONES	PLANNED	PRELIMINARY ESTIMATED COSTS	
Board Approval	TBD		
Design Phase	TBD	Design/Bid/Inspection	\$50,000.00
Obtain DSA Approval (if required)	DSA	Construction	\$215,000.00
Bid/Award Phase	February 2023	Contingency/Other	\$20,000.00
Board Approval to Award (for Contract)	April 2023		
Construction Phase	June 2023	TOTAL	\$285,000.00

Facilities Committee Board Member

Date


Dr. Leslie Barnes, Chief Finance & Operations Officer


Date

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

Topic: APPROVAL OF AWARD FOR THE ELIOT MIDDLE SCHOOL RESTROOM UPGRADE DESIGN PROJECT TO FLEWELLING & MOODY, INC.

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approve the award for the Eliot Middle School Restroom Upgrade Design Project to Flewelling & Moody, Inc.

Anticipated Effect on Student Outcomes: Implementation of Measure O Projects to ensure a modern, safe, and orderly environment that supports and inspires student learning.

I. BACKGROUND:

On September 28, 2023, BR 1665-F authorized the Eliot Middle School Restroom Upgrade Project. To expedite the design process and leverage existing expertise, Flewelling & Moody, Inc., a pre-approved architect already working on other district projects, will be assigned to this project through the "Additional Services" clause in their existing contract. A proposal was requested and received from Flewelling & Moody, Inc. on February 14, 2024.

II. STAFF ANALYSIS:

Staff reviewed the submitted proposal from Flewelling & Moody, Inc. and determined it was reasonable in relation to the approved budget. The Board is requested to approve the award to Flewelling & Moody, Inc. for the base design contract of \$116,178 and reimbursables of \$3,000.

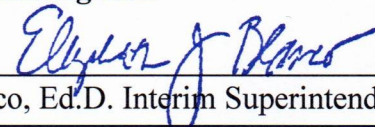
Attachments: Flewelling & Moody, Inc. Proposal, BR 1665-F

III. FISCAL IMPACT:

Funds in the amount of \$119,178 are available in the Measure O Fund.

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

March 28, 2024

Submitted by: 
Elizabeth J. Blanco, Ed.D. Interim Superintendent

Funding title/code:

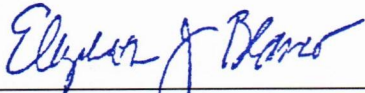
Title: Eliot MS Restroom Update Project

Code: 21.3-97129.0-00000-85000-6210-0700000

Title: Eliot MS Restroom Update Reimbursable

Code: 21.3-97129.0-00000-85000-6210-0700000

Approved:

A handwritten signature in blue ink, appearing to read "Elizabeth J. Blanco", written over a horizontal line.

Elizabeth J. Blanco, Ed. D.
Interim Superintendent

Originated by: Manuel Carrasco, Director of Facilities, Maintenance, Operations and Transportation



Proposal for: Pasadena Unified School District

Modernization and ADA Upgrades of Existing Toilet Rooms Elliot Middle School

Submitted to:
Manuel Carrasco
Director of Facilities, Maintenance, Operations & Transportation
740 West Woodbury Road
Pasadena, California 91103

February 14, 2024

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2: Scope of Services	3
3: District Responsibilities	4
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5: Professional Services Fee	4
6: Exhibit “A” Schedule of Billing Rates	5 - 6
7: Exhibit “B” – Scope Delineation by District	

1. Project Description/Scope of Work

- a. The District is planning to provide ADA upgrades and modernize existing toilet facilities at Elliot Middle School.
- b. Work shall be inclusive to toilet facilities in Buildings “A”, “B”, “E”, “G” and “J” as depicted on the attached scope Exhibit “B” provided by District. The area of work is approximately 3,157 s.f. .
- c. Where applicable, the proposed upgrades shall comply with 2022 code cycle, and shall be submitted to DSA for review and approval.
- d. It is assumed that where replacement in kind are utilized there would be no need for any engineering services (i.e. Structural, Mechanical, Plumbing, and Electrical), while some portion of the work may require engineering services due to extent of scope. Engineering services will be secured by the Architect on as needed basis.

2. Scope of Services

- a. Review and walk the site with District staff to survey the exiting conditions of toilet facilities needing upgrades.
- b. Document existing field conditions and field dimensions, including fixture locations.
- c. Determine existing toilet facilities compatibility with 2022 CBC, and where required by the scope make adjustments as needed to conform to 2022 CBC.
- d. Assist the District in complying with all applicable requirements for DSA submission and approval.
- e. Develop and Coordinate Construction Documents to include:
 - 1. Title Sheet.
 - 2. Site Plan.
 - 3. Floor Plans and Enlarged Detail Plans for Demolition and Reconstruction.
 - 4. Interior Elevations.
 - 5. Construction Details.
 - 6. Door and Finish Schedules.
 - 7. Specifications.
- f. Conduct site meetings/visits during construction period.
- g. Take a written record of all meetings, conferences and decisions, and provide a record to the District.
- h. Assist the District with DSA Project Certification.
- i. Site Utilities work is excluded from this proposal.
- j. Fire alarm system upgrades is excluded from this proposal.

3. District Responsibilities

- a. District shall provide record documents (CAD) of the existing conditions at Elliot Middle School.
- b. It is assumed that all previous DSA applications for this School are closed and certified, and will not have any impact on the approval and certification of this project.
- c. The District shall assign staff and other representatives to serve as the liaison to the Architect.
- d. The District shall designate key staff members to provide required decisions within a reasonable time frame (maximum 5 business days).
- e. The District shall be responsible for all public agency applications and fees for review and approvals.

4. Project Team

The project team members assigned to this project shall be:

- | | |
|--------------------------|-----------------------|
| ▪ Assoc. Principal, AOR | Sam Sahand - F&M |
| ▪ Senior Designer | Portia Pamatmat – F&M |
| ▪ Designer | Dora Barrientos – F&M |
| ▪ MEP Engineering | TBD – As Needed |
| ▪ Structural Engineering | TBD – As Needed |

5. Professional Services Fee

The proposed fee is based on a 10% fee for anticipated project cost of \$1,161,780.00. The anticipated project cost is based on anticipated cost for improvement per square feet of space included in scope of work, and is not deemed to be reviewed as the final cost for the project. The fee shall be adjusted accordingly should the final cost be higher than the indicated anticipated amount.

The proposed fee for this project shall be \$116,178.00. The reimbursable expenses shall be separately prepared and invoiced at cost plus 15%, and shall not exceed amount of \$3,000.00. Additional Services shall be approved in writing, in advance, by the District and be invoiced per the hourly rates (see Exhibit “A”) or per the agreed additional fee.

6. Exhibit “A” Schedule of Billing Rates

FLEWELLING & MOODY INC. SCHEDULE OF BILLING RATES - 2024

Principal	\$325.00
Project Manager	\$225.00
Senior Design Architect	\$190.00
Architect	\$155.00
Senior CA Field Representative	\$175.00
CA Field Representative II	\$155.00
CA Field Representative I	\$150.00
Senior Designer	\$155.00
Designer II	\$130.00
Designer I	\$115.00
CADD III	\$110.00
CADD II	\$95.00
CADD I	\$90.00
Senior Tech Assistant	\$105.00
Tech Assistant II	\$95.00
Tech Assistant I	\$80.00
Accountant	\$170.00
Accounting I	\$135.00
Accounting Clerk	\$75.00
Secretary III	\$90.00
Secretary II	\$80.00
Secretary I	\$70.00

Note: The Architect shall reserve the right for the scheduled fees to be adjusted at the beginning of each calendar year by an additional 4% for each year the Agreement is in effect.

SERVICES AND EXPENSES:

THE FOLLOWING SERVICES AND EXPENSES WILL BE BILLED ON A TIME AND EXPENSE BASIS. ALL ASSOCIATED SERVICE LABOR WILL BE BILLED AT BILLING RATES STATED ABOVE AND ALL MATERIALS AND EXPENSES WILL BE BILLED AT COST PLUS 15%:

Governmental fees
Reproductions
Plotting (required deliverables)
Scanning
Travel (in excess of 100 miles)
Photocopying
Subsistence
Sub-Consultants

All payments are due upon receipt of invoice. Any payments not received within thirty (30) days of invoice shall incur interest at a rate of seven percent (7%) per annum for all unpaid balances.

Sincerely,



Sam Sahand, AIA
Senior Project Manager

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

Topic: APPROVAL TO PROCEED WITH PREPARATION OF BIDS AND PROCUREMENT FOR THE SUMMER PROJECTS FOR WET UTILITIES FOR ELIOT ARTS MS, SIERRA MADRE ES, AND WILLARD ES

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approves staff to proceed with preparation of Bids and Procurement for the summer projects for wet utilities for Eliot Arts MS, Sierra Madre ES, and Willard ES.

Anticipated Effect on Student Outcomes: Implementation of Measure O Projects to ensure a modern, safe, and orderly environment that supports and inspires student learning.

I. BACKGROUND:

This project is in conjunction with the Facilities Master Plan. This project is to encapsulate the summer projects for Eliot Arts MS, Sierra Madre ES, and Willard ES. The project is to replace site wet utilities (water, sewer, storm drain) and renovate restrooms at the three sites.

II. STAFF ANALYSIS

Staff recommends approval for the Measure O Program to proceed with the issuance of Request for Proposals procuring vendors to design and build the wet utilities upgrade for Eliot Arts MS, Sierra Madre ES, and Willard ES.

Attachment: Measure O Bond Schedule

III. FISCAL IMPACT:

Funds required in the amount of \$16,114,324 are available in the Measure O Capital Projects Fund.

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

September 28, 2023

Submitted by:


Elizabeth J. Blanco, Ed. D., Interim Superintendent

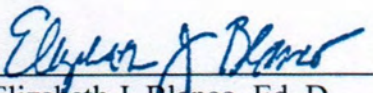
Funding title/code:

Title: Measure O Capital Projects Fund

Codes: 21.3-97120.0-00000-85000-XXXX-XXXXXXXX

APPROVED by the Board of
Education of the Pasadena
Unified School District on
the above mentioned date.

Approved:


Elizabeth J. Blanco, Ed. D.
Interim Superintendent

Originated by: Manuel Carrasco, Director of Facilities, Maintenance, Operations and Transportation

APPROVED by the Board of
Education of the Pasadena
Unified School District on
the above mentioned date.

Priorities Weighted

(Per 08.17.2023 Board Meeting Survey Results)

Facility Condition Weight					Equity Weight					Utilization Weight					State Funding Weight					Community Weight					Measure TT Weight				
1.7	1.6	1.5	1.4	1.3	1.7	1.6	1.5	1.4	1.3	1.7	1.6	1.5	1.4	1.3	1.7	1.6	1.5	1.4	1.3	1.7	1.6	1.5	1.4	1.3	1.7	1.6	1.5	1.4	1.3
1.2	1.1	1.0	0.9	0.8	1.2	1.1	1.0	0.9	0.8	1.2	1.1	1.0	0.9	0.8	1.2	1.1	1.0	0.9	0.8	1.2	1.1	1.0	0.9	0.8	1.2	1.1	1.0	0.9	0.8
0.7	0.6	0.5	0.4	0.3	0.7	0.6	0.5	0.4	0.3	0.7	0.6	0.5	0.4	0.3	0.7	0.6	0.5	0.4	0.3	0.7	0.6	0.5	0.4	0.3	0.7	0.6	0.5	0.4	0.3

Prioritization across Criteria

A higher score indicates the facility is in greater need compared to its peers.

Facility Name	Facility Condition Priority	Equity Priority	Utilization Priority	State Funding Priority	Community Priority	Measure TT Priority	Grand Total Priority Score
John Muir High	19.20	19.80	14.30	19.00	1.00	2.7	76.00
Madison Elementary	18.00	23.10	11.00	11.00	1.00	11.7	75.80
Longfellow Elementary	12.00	16.50	12.10	15.00	1.00	15.3	71.90
Pasadena High	16.80	17.60	9.90	21.00	1.00	3.6	69.90
San Rafael Elementary	25.20	2.20	17.60	4.00	1.00	18.0	68.00
Marshall Fundamental	4.80	14.30	20.90	20.00	1.00	6.3	67.30
Webster Elementary	24.00	12.10	4.40	8.00	1.00	17.1	66.60
Don Benito Fundamental	20.40	6.60	5.50	13.00	1.00	18.9	65.40
Field Elementary	21.60	3.30	13.20	10.00	1.00	16.2	65.30
Octavia E. Butler Magnet	14.40	22.00	3.30	17.00	1.00	7.2	64.90
Flint Arts Magnet Academy	13.20	20.00	1.10	16.00	1.00	0.0	62.10



Facility Name	Facility Condition Priority	Equity Priority	Utilization Priority	State Funding Priority	Community Priority	Measure TT Priority	Grand Total Priority Score
John Muir High	19.20	19.80	14.30	19.00	1.00	2.7	76.00
Madison Elementary	18.00	23.10	11.00	11.00	1.00	11.7	75.80
Longfellow Elementary	12.00	16.50	12.10	15.00	1.00	15.3	71.90
Pasadena High	16.80	17.60	9.90	21.00	1.00	3.6	69.90
San Rafael Elementary	25.20	2.20	17.60	4.00	1.00	18.0	68.00
Marshall Fundamental	4.80	14.30	20.90	20.00	1.00	6.3	67.30
Webster Elementary	24.00	12.10	4.40	8.00	1.00	17.1	66.60
Don Benito Fundamental	20.40	6.60	5.50	13.00	1.00	18.9	65.40
Field Elementary	21.60	3.30	13.20	10.00	1.00	16.2	65.30
Octavia E. Butler Magnet	14.40	22.00	3.30	17.00	1.00	7.2	64.90
Elliott Arts Magnet Academy	15.20	20.90	1.10	10.00	1.00	9.9	62.10
Willard Elementary	15.60	11.00	8.80	14.00	1.00	10.8	61.20
Blair High School (6-12)	10.80	9.90	19.80	18.00	1.00	0.9	60.40
Sierra Madre Elementary	7.20	1.10	22.00	12.00	1.00	13.5	56.80
Norma Coombs Elementary	22.80	13.20	6.60	5.00	1.00	8.1	56.70
Jackson STEM Dual Language Magnet Academy	6.00	7.70	18.70	7.00	1.00	12.6	53.00
Hamilton Elementary	8.40	5.50	15.40	6.00	1.00	14.4	50.70
Altadena Arts Magnet	1.20	8.80	16.50	9.00	1.00	9.0	45.50
Washington Elementary STEM Magnet	9.60	18.70	2.20	1.00	1.00	5.4	37.90
Sierra Madre Middle	2.40	4.40	23.10	3.00	1.00	1.8	35.70
McKinley School	3.60	15.40	7.70	2.00	1.00	4.5	34.20



Modernization or Designated Project



Summer Projects (Utility Replacement, Electrical Upgrade, Restroom Remodels)



Pasadena Unified School District

Measure O Bond Program - Project Schedule

FISCAL YEAR 2024	TOTAL PROJECT COSTS	SFC FUNDING	DISTRICT COST	AMOUNT THIS FISCAL YEAR
Major Project Starts				
Madison Elementary School	\$ 34,412,984	\$ 5,449,842	\$ 28,963,142	\$ 6,882,597
Longfellow Elementary School	\$ 37,939,627	\$ 7,303,419	\$ 30,636,208	\$ 7,587,925
John Muir High School	\$ 51,588,682	\$ 17,666,303	\$ 33,922,379	\$ 10,317,736
Summer Projects				
Elliot Arts Magnet Academy	\$ 6,494,492	\$ 3,896,695	\$ 2,597,797	\$ 6,494,492
Willard Elementary School	\$ 4,729,215	\$ 2,837,529	\$ 1,891,686	\$ 4,729,215
Sierra Madre Elementary	\$ 4,890,617	\$ 2,934,370	\$ 1,956,247	\$ 4,890,617
Maintenance Projects				
XXXX				
XXXX				
Other Projects				
Interim Housing Campus 1	\$ 2,000,000		\$ 2,000,000	\$ 2,000,000
Interim Housing Campus 2	\$ 2,000,000		\$ 2,000,000	\$ 2,000,000
TOTAL FISCAL YEAR 2024		\$ 40,088,158		\$ 44,902,583

FISCAL YEAR 2025	TOTAL PROJECT COST	SFC FUNDING	DISTRICT COST	AMOUNT THIS FISCAL YEAR
Major Project Starts				
San Rafael Elementary School	\$ 35,247,850	\$ 3,857,497	\$ 31,390,353	\$ 7,049,570
Webster Elementary School	\$ 29,941,071	\$ 5,180,141	\$ 24,760,930	\$ 5,988,214
Pasadena High School	\$ 21,746,338	\$ 13,047,803	\$ 8,698,535	\$ 4,349,268
Major Projects Continued				
Madison Elementary School	\$ 34,412,983		\$ 34,412,983	\$ 27,530,387
Longfellow Elementary School	\$ 37,939,627		\$ 37,939,627	\$ 30,351,702
John Muir High School	\$ 51,588,682		\$ 51,588,682	\$ 41,270,946
Summer Projects				
Norma Coombs Elementary School	\$ 2,887,223	\$ 1,732,334	\$ 1,154,889	\$ 2,887,223
Jackson STEM	\$ 4,627,837	\$ 2,776,702	\$ 1,851,135	\$ 4,627,837
Hamilton Elementary School	\$ 4,921,488	\$ 2,952,893	\$ 1,968,595	\$ 4,921,488
Maintenance Projects				
XXXX				
XXXX				
Other Projects				
Interim Housing Campus 1	\$ 1,000,000			\$ 1,000,000
Interim Housing Campus 2	\$ 1,000,000			\$ 1,000,000
TOTAL FISCAL YEAR 2025		\$ 29,547,370		\$ 130,976,634



FISCAL YEAR 2026	TOTAL PROJECT COST	SFC FUNDING	DISTRICT COST	AMOUNT THIS FISCAL YEAR
Major Project Starts				
Don Bonito Elementary School	\$ 24,170,478	\$ 5,786,325	\$ 18,384,153	\$ 4,834,096
Field Elementary School	\$ 25,158,722	\$ 5,294,779	\$ 19,863,943	\$ 5,031,744
Major Projects Continued				
San Rafael Elementary School	\$ 35,247,850		\$ 35,247,850	\$ 28,198,280
Webster Elementary School	\$ 29,941,071		\$ 29,941,071	\$ 23,952,857
Pasadena High School	\$ 21,746,338		\$ 21,746,338	\$ 17,397,070
Summer Projects				
Marshall Fundamental	\$ 30,426,707	\$ 18,256,024	\$ 12,170,683	\$ 30,426,707
Altadena Arts Magnet	\$ 4,931,092	\$ 2,958,655	\$ 1,972,437	\$ 4,931,092
Washington Elementary STEM	\$ 4,499,255		\$ 4,499,255	\$ 4,499,255
Maintenance Projects				
xxxx				
xxxx				
Other Projects				
Interim Housing Campus 1	\$ 1,000,000			\$ 1,000,000
Interim Housing Campus 2	\$ 1,000,000			\$ 1,000,000
TOTAL FISCAL YEAR 2026		\$ 32,295,783		\$ 121,271,101



FISCAL YEAR 2027	TOTAL PROJECT COST	SFC FUNDING	DISTRICT COST	AMOUNT THIS FISCAL YEAR
Major Project Starts				
Octavia El Butler Magnet	\$ 59,611,243	\$ 11,875,257	\$ 47,735,986	\$ 11,922,249
Blair High School	\$ 37,484,509	\$ 14,269,153	\$ 23,215,356	\$ 7,496,902
Major Projects Continued				
Don Bonito Elementary School	\$ 24,170,478		\$ 24,170,478	\$ 19,336,382
Field Elementary School	\$ 25,158,722	\$ 5,294,779	\$ 19,863,943	\$ 20,126,978
Summer Projects				
McKinley K-8	\$ 6,081,415		\$ 6,081,415	\$ 6,081,415
Maintenance Projects				
XXXX				
XXXX				
Other Projects				
Interim Housing Campus a	\$ 1,000,000			\$ 1,000,000
Interim Housing Campus 2	\$ 1,000,000			\$ 1,000,000
TOTAL FISCAL YEAR 2027		\$ 31,439,189		\$ 66,963,925

FISCAL YEAR 2028	TOTAL PROJECT COST	SFC FUNDING	DISTRICT COST	AMOUNT THIS FISCAL YEAR
Major Project Starts				
Major Projects Continued				
Octavia Butler Magnet	\$ 59,611,243		\$ 59,611,243	\$ 47,688,994
Blair High School	\$ 37,484,509	\$ 14,269,153	\$ 23,215,356	\$ 29,987,607
Summer Projects				
Maintenance Projects				
XXXX				
XXXX				
Other Projects				
Interim Housing Campus 1	\$ 1,000,000			\$ 1,000,000
Interim Housing Campus 2				
TOTAL FISCAL YEAR 2028		\$ 14,269,153		\$ 78,676,602
TOTAL		\$ 147,639,653		\$ 442,790,845



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

Topic: APPROVAL OF AWARD FOR THE SIERRA MADRE ELEMENTARY SCHOOL RESTROOM UPGRADE DESIGN PROJECT TO FLEWELLING & MOODY, INC.

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approve the award for the Sierra Madre Elementary School Restroom Upgrade Design Project to Flewelling & Moody, Inc.

Anticipated Effect on Student Outcomes: Implementation of Measure O Projects to ensure a modern, safe, and orderly environment that supports and inspires student learning.

I. BACKGROUND:

On September 28, 2023, BR 1665-F authorized the Sierra Madre Elementary School Restroom Upgrade Project. To expedite the design process and leverage existing expertise, Flewelling & Moody, Inc., a pre-approved architect already working on other district projects, will be assigned to this project through the "Additional Services" clause in their existing contract. A proposal was requested and received from Flewelling & Moody, Inc. on February 14, 2024.

II. STAFF ANALYSIS:

Staff reviewed the submitted proposal from Flewelling & Moody, Inc. and determined it was reasonable in relation to the approved budget. The Board is requested to approve the award to Flewelling & Moody, Inc. for the base design contract of \$118,459, and reimbursables of \$3,000.

Attachments: Flewelling & Moody, Inc. Proposal, BR 1665-F

III. FISCAL IMPACT:

Funds in the amount of \$121,459 are available in the Measure O Fund.

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

March 28, 2024

Submitted by:

Elizabeth J. Blanco, Ed.D. Interim Superintendent

Funding title/code:

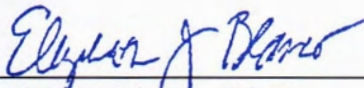
Title: Sierra Madre ES Restroom Update Project

Code: 21.3-97129.0-00000-85000-6210-0500000

Title: Sierra Madre ES Restroom Update Reimbursable

Code: 21.3-97129.0-00000-85000-6210-0500000

Approved:

A handwritten signature in blue ink, appearing to read "Elizabeth J. Blanco", is written over a horizontal line.

Elizabeth J. Blanco, Ed. D.
Interim Superintendent

Originated by: Manuel Carrasco, Director of Facilities, Maintenance, Operations and Transportation



Proposal for: Pasadena Unified School District

Modernization and ADA Upgrades of Existing Toilet Rooms Sierra Madre Elementary School

Submitted to:
Manuel Carrasco
Director of Facilities, Maintenance, Operations & Transportation
740 West Woodbury Road
Pasadena, California 91103

February 14, 2024

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2: Scope of Services	3
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1. Project Description/Scope of Work

- a. The District is planning to provide ADA upgrades and modernize existing toilet facilities at Sierra Madre Elementary School.
- b. Work shall be inclusive to toilet facilities in Buildings “A”, “B” and “C” as depicted on the attached scope Exhibit “B” provided by District. The area of work is approximately 3,219 s.f. .
- c. Where applicable, the proposed upgrades shall comply with 2022 code cycle, and shall be submitted to DSA for review and approval.
- d. It is assumed that where replacement in kind are utilized there would be no need for any engineering services (i.e. Structural, Mechanical, Plumbing, and Electrical), while some portion of the work may require engineering services due to extent of scope. Engineering services will be secured by the Architect on as needed basis.

2. Scope of Services

- a. Review and walk the site with District staff to survey the exiting conditions of toilet facilities needing upgrades.
- b. Document existing field conditions and field dimensions, including fixture locations.
- c. Determine existing toilet facilities compatibility with 2022 CBC, and where required by the scope make adjustments as needed to conform to 2022 CBC.
- d. Assist the District in complying with all applicable requirements for DSA submission and approval.
- e. Develop and Coordinate Construction Documents to include:
 - 1. Title Sheet.
 - 2. Site Plan.
 - 3. Floor Plans and Enlarged Detail Plans for Demolition and Reconstruction.
 - 4. Interior Elevations.
 - 5. Construction Details.
 - 6. Door and Finish Schedules.
 - 7. Specifications.
- f. Conduct site meetings/visits during construction period.
- g. Take a written record of all meetings, conferences and decisions, and provide a record to the District.
- h. Assist the District with DSA Project Certification.
- i. Site Utilities work is excluded from this proposal.
- j. Fire alarm system upgrades is excluded from this proposal.

3. District Responsibilities

- a. District shall provide record documents (CAD) of the existing conditions at Elliot Middle School.
- b. It is assumed that all previous DSA applications for this School are closed and certified, and will not have any impact on the approval and certification of this project.
- c. The District shall assign staff and other representatives to serve as the liaison to the Architect.
- d. The District shall designate key staff members to provide required decisions within a reasonable time frame (maximum 5 business days).
- e. The District shall be responsible for all public agency applications and fees for review and approvals.

4. Project Team

The project team members assigned to this project shall be:

- | | |
|--------------------------|-----------------------|
| ▪ Assoc. Principal, AOR | Sam Sahand - F&M |
| ▪ Senior Designer | Portia Pamatmat – F&M |
| ▪ Designer | Dora Barrientos – F&M |
| ▪ MEP Engineering | TBD – As Needed |
| ▪ Structural Engineering | TBD – As Needed |

5. Professional Services Fee

The proposed fee is based on a 10% fee for anticipated project cost of \$1,184,590.00. The anticipated project cost is based on anticipated cost for improvement per square feet of space included in scope of work, and is not deemed to be reviewed as the final cost for the project. The fee shall be adjusted accordingly should the final cost be higher than the indicated anticipated amount.

The proposed fee for this project shall be \$118,459.00. The reimbursable expenses shall be separately prepared and invoiced at cost plus 15%, and shall not exceed amount of \$3,000.00. Additional Services shall be approved in writing, in advance, by the District and be invoiced per the hourly rates (see Exhibit “A”) or per the agreed additional fee.

6. Exhibit “A” Schedule of Billing Rates

FLEWELLING & MOODY INC. SCHEDULE OF BILLING RATES - 2024

Principal	\$325.00
Project Manager	\$225.00
Senior Design Architect	\$190.00
Architect	\$155.00
Senior CA Field Representative	\$175.00
CA Field Representative II	\$155.00
CA Field Representative I	\$150.00
Senior Designer	\$155.00
Designer II	\$130.00
Designer I	\$115.00
CADD III	\$110.00
CADD II	\$95.00
CADD I	\$90.00
Senior Tech Assistant	\$105.00
Tech Assistant II	\$95.00
Tech Assistant I	\$80.00
Accountant	\$170.00
Accounting I	\$135.00
Accounting Clerk	\$75.00
Secretary III	\$90.00
Secretary II	\$80.00
Secretary I	\$70.00

Note: The Architect shall reserve the right for the scheduled fees to be adjusted at the beginning of each calendar year by an additional 4% for each year the Agreement is in effect.

SERVICES AND EXPENSES:

THE FOLLOWING SERVICES AND EXPENSES WILL BE BILLED ON A TIME AND EXPENSE BASIS. ALL ASSOCIATED SERVICE LABOR WILL BE BILLED AT BILLING RATES STATED ABOVE AND ALL MATERIALS AND EXPENSES WILL BE BILLED AT COST PLUS 15%:

Governmental fees
Reproductions
Plotting (required deliverables)
Scanning
Travel (in excess of 100 miles)
Photocopying
Subsistence
Sub-Consultants

All payments are due upon receipt of invoice. Any payments not received within thirty (30) days of invoice shall incur interest at a rate of seven percent (7%) per annum for all unpaid balances.

Sincerely,



Sam Sahand, AIA
Senior Project Manager

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

Topic: APPROVAL TO PROCEED WITH PREPARATION OF BIDS AND PROCUREMENT FOR THE SUMMER PROJECTS FOR WET UTILITIES FOR ELIOT ARTS MS, SIERRA MADRE ES, AND WILLARD ES

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approves staff to proceed with preparation of Bids and Procurement for the summer projects for wet utilities for Eliot Arts MS, Sierra Madre ES, and Willard ES.

Anticipated Effect on Student Outcomes: Implementation of Measure O Projects to ensure a modern, safe, and orderly environment that supports and inspires student learning.

I. BACKGROUND:

This project is in conjunction with the Facilities Master Plan. This project is to encapsulate the summer projects for Eliot Arts MS, Sierra Madre ES, and Willard ES. The project is to replace site wet utilities (water, sewer, storm drain) and renovate restrooms at the three sites.

II. STAFF ANALYSIS

Staff recommends approval for the Measure O Program to proceed with the issuance of Request for Proposals procuring vendors to design and build the wet utilities upgrade for Eliot Arts MS, Sierra Madre ES, and Willard ES.

Attachment: Measure O Bond Schedule

III. FISCAL IMPACT:

Funds required in the amount of \$16,114,324 are available in the Measure O Capital Projects Fund.

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

September 28, 2023

Submitted by:


Elizabeth J. Blanco, Ed. D., Interim Superintendent

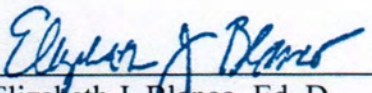
Funding title/code:

Title: Measure O Capital Projects Fund

Codes: 21.3-97120.0-00000-85000-XXXX-XXXXXXXX

APPROVED by the Board of
Education of the Pasadena
Unified School District on
the above mentioned date.

Approved:


Elizabeth J. Blanco, Ed. D.
Interim Superintendent

Originated by: Manuel Carrasco, Director of Facilities, Maintenance, Operations and Transportation

APPROVED by the Board of
Education of the Pasadena
Unified School District on
the above mentioned date.

Priorities Weighted

(Per 08.17.2023 Board Meeting Survey Results)

Facility Condition Weight					Equity Weight					Utilization Weight					State Funding Weight					Community Weight					Measure TT Weight				
1.7	1.6	1.5	1.4	1.3	1.7	1.6	1.5	1.4	1.3	1.7	1.6	1.5	1.4	1.3	1.7	1.6	1.5	1.4	1.3	1.7	1.6	1.5	1.4	1.3	1.7	1.6	1.5	1.4	1.3
1.2	1.1	1.0	0.9	0.8	1.2	1.1	1.0	0.9	0.8	1.2	1.1	1.0	0.9	0.8	1.2	1.1	1.0	0.9	0.8	1.2	1.1	1.0	0.9	0.8	1.2	1.1	1.0	0.9	0.8
0.7	0.6	0.5	0.4	0.3	0.7	0.6	0.5	0.4	0.3	0.7	0.6	0.5	0.4	0.3	0.7	0.6	0.5	0.4	0.3	0.7	0.6	0.5	0.4	0.3	0.7	0.6	0.5	0.4	0.3

Prioritization across Criteria

A higher score indicates the facility is in greater need compared to its peers.

Facility Name	Facility Condition Priority	Equity Priority	Utilization Priority	State Funding Priority	Community Priority	Measure TT Priority	Grand Total Priority Score
John Muir High	19.20	19.80	14.30	19.00	1.00	2.7	76.00
Madison Elementary	18.00	23.10	11.00	11.00	1.00	11.7	75.80
Longfellow Elementary	12.00	16.50	12.10	15.00	1.00	15.3	71.90
Pasadena High	16.80	17.60	9.90	21.00	1.00	3.6	69.90
San Rafael Elementary	25.20	2.20	17.60	4.00	1.00	18.0	68.00
Marshall Fundamental	4.80	14.30	20.90	20.00	1.00	6.3	67.30
Webster Elementary	24.00	12.10	4.40	8.00	1.00	17.1	66.60
Don Benito Fundamental	20.40	6.60	5.50	13.00	1.00	18.9	65.40
Field Elementary	21.60	3.30	13.20	10.00	1.00	16.2	65.30
Octavia E. Butler Magnet	14.40	22.00	3.30	17.00	1.00	7.2	64.90
Elint Arts Magnet Academy	13.20	20.00	1.10	16.00	1.00	0.0	62.10



Facility Name	Facility Condition Priority	Equity Priority	Utilization Priority	State Funding Priority	Community Priority	Measure TT Priority	Grand Total Priority Score
John Muir High	19.20	19.80	14.30	19.00	1.00	2.7	76.00
Madison Elementary	18.00	23.10	11.00	11.00	1.00	11.7	75.80
Longfellow Elementary	12.00	16.50	12.10	15.00	1.00	15.3	71.90
Pasadena High	16.80	17.60	9.90	21.00	1.00	3.6	69.90
San Rafael Elementary	25.20	2.20	17.60	4.00	1.00	18.0	68.00
Marshall Fundamental	4.80	14.30	20.90	20.00	1.00	6.3	67.30
Webster Elementary	24.00	12.10	4.40	8.00	1.00	17.1	66.60
Don Benito Fundamental	20.40	6.60	5.50	13.00	1.00	18.9	65.40
Field Elementary	21.60	3.30	13.20	10.00	1.00	16.2	65.30
Octavia E. Butler Magnet	14.40	22.00	3.30	17.00	1.00	7.2	64.90
Elliott Arts Magnet Academy	15.20	20.90	1.10	10.00	1.00	9.9	62.10
Willard Elementary	15.60	11.00	8.80	14.00	1.00	10.8	61.20
Blair High School (6-12)	10.80	9.90	19.80	18.00	1.00	0.9	60.40
Sierra Madre Elementary	7.20	1.10	22.00	12.00	1.00	13.5	56.80
Norma Coombs Elementary	22.80	13.20	6.60	5.00	1.00	8.1	56.70
Jackson STEM Dual Language Magnet Academy	6.00	7.70	18.70	7.00	1.00	12.6	53.00
Hamilton Elementary	8.40	5.50	15.40	6.00	1.00	14.4	50.70
Altadena Arts Magnet	1.20	8.80	16.50	9.00	1.00	9.0	45.50
Washington Elementary STEM Magnet	9.60	18.70	2.20	1.00	1.00	5.4	37.90
Sierra Madre Middle	2.40	4.40	23.10	3.00	1.00	1.8	35.70
McKinley School	3.60	15.40	7.70	2.00	1.00	4.5	34.20



Modernization or Designated Project



Summer Projects (Utility Replacement, Electrical Upgrade, Restroom Remodels)



Pasadena Unified School District

Measure O Bond Program - Project Schedule

FISCAL YEAR 2024	TOTAL PROJECT COSTS	SFC FUNDING	DISTRICT COST	AMOUNT THIS FISCAL YEAR
Major Project Starts				
Madison Elementary School	\$ 34,412,984	\$ 5,449,842	\$ 28,963,142	\$ 6,882,597
Longfellow Elementary School	\$ 37,939,627	\$ 7,303,419	\$ 30,636,208	\$ 7,587,925
John Muir High School	\$ 51,588,682	\$ 17,666,303	\$ 33,922,379	\$ 10,317,736
Summer Projects				
Elliot Arts Magnet Academy	\$ 6,494,492	\$ 3,896,695	\$ 2,597,797	\$ 6,494,492
Willard Elementary School	\$ 4,729,215	\$ 2,837,529	\$ 1,891,686	\$ 4,729,215
Sierra Madre Elementary	\$ 4,890,617	\$ 2,934,370	\$ 1,956,247	\$ 4,890,617
Maintenance Projects				
XXXX				
XXXX				
Other Projects				
Interim Housing Campus 1	\$ 2,000,000		\$ 2,000,000	\$ 2,000,000
Interim Housing Campus 2	\$ 2,000,000		\$ 2,000,000	\$ 2,000,000
TOTAL FISCAL YEAR 2024		\$ 40,088,158		\$ 44,902,583

FISCAL YEAR 2025	TOTAL PROJECT COST	SFC FUNDING	DISTRICT COST	AMOUNT THIS FISCAL YEAR
Major Project Starts				
San Rafael Elementary School	\$ 35,247,850	\$ 3,857,497	\$ 31,390,353	\$ 7,049,570
Webster Elementary School	\$ 29,941,071	\$ 5,180,141	\$ 24,760,930	\$ 5,988,214
Pasadena High School	\$ 21,746,338	\$ 13,047,803	\$ 8,698,535	\$ 4,349,268
Major Projects Continued				
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Longfellow Elementary School	\$ 37,939,627		\$ 37,939,627	\$ 30,351,702
John Muir High School	\$ 51,588,682		\$ 51,588,682	\$ 41,270,946
Summer Projects				
Norma Coombs Elementary School	\$ 2,887,223	\$ 1,732,334	\$ 1,154,889	\$ 2,887,223
Jackson STEM	\$ 4,627,837	\$ 2,776,702	\$ 1,851,135	\$ 4,627,837
Hamilton Elementary School	\$ 4,921,488	\$ 2,952,893	\$ 1,968,595	\$ 4,921,488
Maintenance Projects				
XXXX				
XXXX				
Other Projects				
Interim Housing Campus 1	\$ 1,000,000			\$ 1,000,000
Interim Housing Campus 2	\$ 1,000,000			\$ 1,000,000
TOTAL FISCAL YEAR 2025		\$ 29,547,370		\$ 130,976,634

FISCAL YEAR 2026	TOTAL PROJECT COST	SFC FUNDING	DISTRICT COST	AMOUNT THIS FISCAL YEAR
Major Project Starts				
Don Bonito Elementary School	\$ 24,170,478	\$ 5,786,325	\$ 18,384,153	\$ 4,834,096
Field Elementary School	\$ 25,158,722	\$ 5,294,779	\$ 19,863,943	\$ 5,031,744
Major Projects Continued				
San Rafael Elementary School	\$ 35,247,850		\$ 35,247,850	\$ 28,198,280
Webster Elementary School	\$ 29,941,071		\$ 29,941,071	\$ 23,952,857
Pasadena High School	\$ 21,746,338		\$ 21,746,338	\$ 17,397,070
Summer Projects				
Marshall Fundamental	\$ 30,426,707	\$ 18,256,024	\$ 12,170,683	\$ 30,426,707
Altadena Arts Magnet	\$ 4,931,092	\$ 2,958,655	\$ 1,972,437	\$ 4,931,092
Washington Elementary STEM	\$ 4,499,255		\$ 4,499,255	\$ 4,499,255
Maintenance Projects				
xxxx				
xxxx				
Other Projects				
Interim Housing Campus 1	\$ 1,000,000			\$ 1,000,000
Interim Housing Campus 2	\$ 1,000,000			\$ 1,000,000
TOTAL FISCAL YEAR 2026		\$ 32,295,783		\$ 121,271,101



FISCAL YEAR 2027	TOTAL PROJECT COST	SFC FUNDING	DISTRICT COST	AMOUNT THIS FISCAL YEAR
Major Project Starts				
Octavia El Butler Magnet	\$ 59,611,243	\$ 11,875,257	\$ 47,735,986	\$ 11,922,249
Blair High School	\$ 37,484,509	\$ 14,269,153	\$ 23,215,356	\$ 7,496,902
Major Projects Continued				
Don Bonito Elementary School	\$ 24,170,478		\$ 24,170,478	\$ 19,336,382
Field Elementary School	\$ 25,158,722	\$ 5,294,779	\$ 19,863,943	\$ 20,126,978
Summer Projects				
McKinley K-8	\$ 6,081,415		\$ 6,081,415	\$ 6,081,415
Maintenance Projects				
XXXX				
XXXX				
Other Projects				
Interim Housing Campus a	\$ 1,000,000			\$ 1,000,000
Interim Housing Campus 2	\$ 1,000,000			\$ 1,000,000
TOTAL FISCAL YEAR 2027		\$ 31,439,189		\$ 66,963,925

FISCAL YEAR 2028	TOTAL PROJECT COST	SFC FUNDING	DISTRICT COST	AMOUNT THIS FISCAL YEAR
Major Project Starts				
Major Projects Continued				
Octavia Butler Magnet	\$ 59,611,243		\$ 59,611,243	\$ 47,688,994
Blair High School	\$ 37,484,509	\$ 14,269,153	\$ 23,215,356	\$ 29,987,607
Summer Projects				
Maintenance Projects				
XXXX				
XXXX				
Other Projects				
Interim Housing Campus 1	\$ 1,000,000			\$ 1,000,000
Interim Housing Campus 2				
TOTAL FISCAL YEAR 2028		\$ 14,269,153		\$ 78,676,602
TOTAL		\$ 147,639,653		\$ 442,790,845



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

Topic: APPROVAL OF AWARD FOR THE WILLARD ELEMENTARY SCHOOL RESTROOM UPGRADE DESIGN PROJECT TO FLEWELLING & MOODY, INC.

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approves the award for the Willard Elementary School Restroom Upgrade Design Project to Flewelling & Moody, Inc.

Anticipated Effect on Student Outcomes: Implementation of Measure O Projects to ensure a modern, safe, and orderly environment that supports and inspires student learning.

I. BACKGROUND:

On September 28, 2023, BR 1665-F authorized the Willard Elementary School Restroom Upgrade Project. To expedite the design process and leverage existing expertise, Flewelling & Moody, Inc., a pre-approved architect already working on other district projects, will be assigned to this project through the "Additional Services" clause in their existing contract. A proposal was requested and received from Flewelling & Moody, Inc. on February 14, 2024.

II. STAFF ANALYSIS:

Staff reviewed the submitted proposal from Flewelling & Moody, Inc. and determined it was reasonable in relation to the approved budget. The Board is requested to approve the award to Flewelling & Moody, Inc. for the base design contract of \$90,050 and Reimbursable of \$3,000.

Attachments: Flewelling & Moody, Inc. Proposal, BR 1665-F

III. FISCAL IMPACT:

Funds in the amount of \$93,050 are available in the Measure O Fund.

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

March 28, 2024

Submitted by:

Elizabeth J. Blanco, Ed.D. Interim Superintendent

Funding title/code:

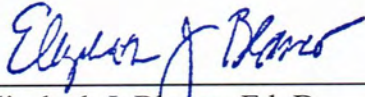
Title: Willard ES Restroom Update Project

Code: 21.3-97129.0-00000-85000-6210-0580000

Title: Willard ES Restroom Update Reimbursable

Code: 21.3-97129.0-00000-85000-6210-0580000

Approved:

A handwritten signature in blue ink, appearing to read "Elizabeth J. Blanco", written over a horizontal line.

Elizabeth J. Blanco, Ed. D.
Interim Superintendent

Originated by: Manuel Carrasco, Director of Facilities, Maintenance, Operations and Transportation



Proposal for: Pasadena Unified School District

Modernization and ADA Upgrades of Existing Toilet Rooms Willard Elementary School

Submitted to:
Manuel Carrasco
Director of Facilities, Maintenance, Operations & Transportation
740 West Woodbury Road
Pasadena, California 91103

February 14, 2024

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1. Project Description/Scope of Work

- a. The District is planning to provide ADA upgrades and modernize existing toilet facilities at Willard Elementary School.
- b. Work shall be inclusive to toilet facilities in Buildings “A” and “B” as depicted on the attached scope Exhibit “B” provided by District. The area of work is approximately 2,447 s.f. .
- c. Where applicable, the proposed upgrades shall comply with 2022 code cycle, and shall be submitted to DSA for review and approval.
- d. It is assumed that where replacement in kind are utilized there would be no need for any engineering services (i.e. Structural, Mechanical, Plumbing, and Electrical), while some portion of the work may require engineering services due to extent of scope. Engineering services will be secured by the Architect on as needed basis.

2. Scope of Services

- a. Review and walk the site with District staff to survey the exiting conditions of toilet facilities needing upgrades.
- b. Document existing field conditions and field dimensions, including fixture locations.
- c. Determine existing toilet facilities compatibility with 2022 CBC, and where required by the scope make adjustments as needed to conform to 2022 CBC.
- d. Assist the District in complying with all applicable requirements for DSA submission and approval.
- e. Develop and Coordinate Construction Documents to include:
 - 1. Title Sheet.
 - 2. Site Plan.
 - 3. Floor Plans and Enlarged Detail Plans for Demolition and Reconstruction.
 - 4. Interior Elevations.
 - 5. Construction Details.
 - 6. Door and Finish Schedules.
 - 7. Specifications.
- f. Conduct site meetings/visits during construction period.
- g. Take a written record of all meetings, conferences and decisions, and provide a record to the District.
- h. Assist the District with DSA Project Certification.
- i. Site Utilities work is excluded from this proposal.
- j. Fire alarm system upgrades is excluded from this proposal.

3. District Responsibilities

- a. District shall provide record documents (CAD) of the existing conditions at Elliot Middle School.
- b. It is assumed that all previous DSA applications for this School are closed and certified, and will not have any impact on the approval and certification of this project.
- c. The District shall assign staff and other representatives to serve as the liaison to the Architect.
- d. The District shall designate key staff members to provide required decisions within a reasonable time frame (maximum 5 business days).
- e. The District shall be responsible for all public agency applications and fees for review and approvals.

4. Project Team

The project team members assigned to this project shall be:

- | | |
|--------------------------|-----------------------|
| ▪ Assoc. Principal, AOR | Sam Sahand - F&M |
| ▪ Senior Designer | Portia Pamatmat – F&M |
| ▪ Designer | Dora Barrientos – F&M |
| ▪ MEP Engineering | TBD – As Needed |
| ▪ Structural Engineering | TBD – As Needed |

5. Professional Services Fee

The proposed fee is based on a 10% fee for anticipated project cost of \$900,500.00. The anticipated project cost is based on anticipated cost for improvement per square feet of space included in scope of work, and is not deemed to be reviewed as the final cost for the project. The fee shall be adjusted accordingly should the final cost be higher than the indicated anticipated amount.

The proposed fee for this project shall be \$90,050.00. The reimbursable expenses shall be separately prepared and invoiced at cost plus 15%, and shall not exceed amount of \$3,000.00. Additional Services shall be approved in writing, in advance, by the District and be invoiced per the hourly rates (see Exhibit “A”) or per the agreed additional fee.

6. Exhibit "A" Schedule of Billing Rates

FLEWELLING & MOODY INC. SCHEDULE OF BILLING RATES - 2024

Principal	\$325.00
Project Manager	\$225.00
Senior Design Architect	\$190.00
Architect	\$155.00
Senior CA Field Representative	\$175.00
CA Field Representative II	\$155.00
CA Field Representative I	\$150.00
Senior Designer	\$155.00
Designer II	\$130.00
Designer I	\$115.00
CADD III	\$110.00
CADD II	\$95.00
CADD I	\$90.00
Senior Tech Assistant	\$105.00
Tech Assistant II	\$95.00
Tech Assistant I	\$80.00
Accountant	\$170.00
Accounting I	\$135.00
Accounting Clerk	\$75.00
Secretary III	\$90.00
Secretary II	\$80.00
Secretary I	\$70.00

Note: The Architect shall reserve the right for the scheduled fees to be adjusted at the beginning of each calendar year by an additional 4% for each year the Agreement is in effect.

SERVICES AND EXPENSES:

THE FOLLOWING SERVICES AND EXPENSES WILL BE BILLED ON A TIME AND EXPENSE BASIS. ALL ASSOCIATED SERVICE LABOR WILL BE BILLED AT BILLING RATES STATED ABOVE AND ALL MATERIALS AND EXPENSES WILL BE BILLED AT COST PLUS 15%:

Governmental fees
Reproductions
Plotting (required deliverables)
Scanning
Travel (in excess of 100 miles)
Photocopying
Subsistence
Sub-Consultants

All payments are due upon receipt of invoice. Any payments not received within thirty (30) days of invoice shall incur interest at a rate of seven percent (7%) per annum for all unpaid balances.

Sincerely,



Sam Sahand, AIA
Senior Project Manager

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

Topic: APPROVAL TO PROCEED WITH PREPARATION OF BIDS AND PROCUREMENT FOR THE SUMMER PROJECTS FOR WET UTILITIES FOR ELIOT ARTS MS, SIERRA MADRE ES, AND WILLARD ES

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approves staff to proceed with preparation of Bids and Procurement for the summer projects for wet utilities for Eliot Arts MS, Sierra Madre ES, and Willard ES.

Anticipated Effect on Student Outcomes: Implementation of Measure O Projects to ensure a modern, safe, and orderly environment that supports and inspires student learning.

I. BACKGROUND:

This project is in conjunction with the Facilities Master Plan. This project is to encapsulate the summer projects for Eliot Arts MS, Sierra Madre ES, and Willard ES. The project is to replace site wet utilities (water, sewer, storm drain) and renovate restrooms at the three sites.

II. STAFF ANALYSIS

Staff recommends approval for the Measure O Program to proceed with the issuance of Request for Proposals procuring vendors to design and build the wet utilities upgrade for Eliot Arts MS, Sierra Madre ES, and Willard ES.

Attachment: Measure O Bond Schedule

III. FISCAL IMPACT:

Funds required in the amount of \$16,114,324 are available in the Measure O Capital Projects Fund.

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

September 28, 2023

Submitted by:

Elizabeth J. Blanco, Ed. D., Interim Superintendent

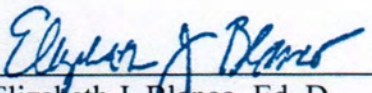
Funding title/code:

Title: Measure O Capital Projects Fund

Codes: 21.3-97120.0-00000-85000-XXXX-XXXXXXXX

APPROVED by the Board of
Education of the Pasadena
Unified School District on
the above mentioned date.

Approved:


Elizabeth J. Blanco, Ed. D.
Interim Superintendent

Originated by: Manuel Carrasco, Director of Facilities, Maintenance, Operations and Transportation

APPROVED by the Board of
Education of the Pasadena
Unified School District on
the above mentioned date.

Priorities Weighted

(Per 08.17.2023 Board Meeting Survey Results)

Facility Condition Weight					Equity Weight					Utilization Weight					State Funding Weight					Community Weight					Measure TT Weight				
1.7	1.6	1.5	1.4	1.3	1.7	1.6	1.5	1.4	1.3	1.7	1.6	1.5	1.4	1.3	1.7	1.6	1.5	1.4	1.3	1.7	1.6	1.5	1.4	1.3	1.7	1.6	1.5	1.4	1.3
1.2	1.1	1.0	0.9	0.8	1.2	1.1	1.0	0.9	0.8	1.2	1.1	1.0	0.9	0.8	1.2	1.1	1.0	0.9	0.8	1.2	1.1	1.0	0.9	0.8	1.2	1.1	1.0	0.9	0.8
0.7	0.6	0.5	0.4	0.3	0.7	0.6	0.5	0.4	0.3	0.7	0.6	0.5	0.4	0.3	0.7	0.6	0.5	0.4	0.3	0.7	0.6	0.5	0.4	0.3	0.7	0.6	0.5	0.4	0.3

Prioritization across Criteria

A higher score indicates the facility is in greater need compared to its peers.

Facility Name	Facility Condition Priority	Equity Priority	Utilization Priority	State Funding Priority	Community Priority	Measure TT Priority	Grand Total Priority Score
John Muir High	19.20	19.80	14.30	19.00	1.00	2.7	76.00
Madison Elementary	18.00	23.10	11.00	11.00	1.00	11.7	75.80
Longfellow Elementary	12.00	16.50	12.10	15.00	1.00	15.3	71.90
Pasadena High	16.80	17.60	9.90	21.00	1.00	3.6	69.90
San Rafael Elementary	25.20	2.20	17.60	4.00	1.00	18.0	68.00
Marshall Fundamental	4.80	14.30	20.90	20.00	1.00	6.3	67.30
Webster Elementary	24.00	12.10	4.40	8.00	1.00	17.1	66.60
Don Benito Fundamental	20.40	6.60	5.50	13.00	1.00	18.9	65.40
Field Elementary	21.60	3.30	13.20	10.00	1.00	16.2	65.30
Octavia E. Butler Magnet	14.40	22.00	3.30	17.00	1.00	7.2	64.90
Elint Arts Magnet Academy	13.20	20.00	1.10	16.00	1.00	0.0	62.10



Facility Name	Facility Condition Priority	Equity Priority	Utilization Priority	State Funding Priority	Community Priority	Measure TT Priority	Grand Total Priority Score
John Muir High	19.20	19.80	14.30	19.00	1.00	2.7	76.00
Madison Elementary	18.00	23.10	11.00	11.00	1.00	11.7	75.80
Longfellow Elementary	12.00	16.50	12.10	15.00	1.00	15.3	71.90
Pasadena High	16.80	17.60	9.90	21.00	1.00	3.6	69.90
San Rafael Elementary	25.20	2.20	17.60	4.00	1.00	18.0	68.00
Marshall Fundamental	4.80	14.30	20.90	20.00	1.00	6.3	67.30
Webster Elementary	24.00	12.10	4.40	8.00	1.00	17.1	66.60
Don Benito Fundamental	20.40	6.60	5.50	13.00	1.00	18.9	65.40
Field Elementary	21.60	3.30	13.20	10.00	1.00	16.2	65.30
Octavia E. Butler Magnet	14.40	22.00	3.30	17.00	1.00	7.2	64.90
Elliott Arts Magnet Academy	15.20	20.90	1.10	10.00	1.00	9.9	62.10
Willard Elementary	15.60	11.00	8.80	14.00	1.00	10.8	61.20
Blair High School (6-12)	10.80	9.90	19.80	18.00	1.00	0.9	60.40
Sierra Madre Elementary	7.20	1.10	22.00	12.00	1.00	13.5	56.80
Norma Coombs Elementary	22.80	13.20	6.60	5.00	1.00	8.1	56.70
Jackson STEM Dual Language Magnet Academy	6.00	7.70	18.70	7.00	1.00	12.6	53.00
Hamilton Elementary	8.40	5.50	15.40	6.00	1.00	14.4	50.70
Altadena Arts Magnet	1.20	8.80	16.50	9.00	1.00	9.0	45.50
Washington Elementary STEM Magnet	9.60	18.70	2.20	1.00	1.00	5.4	37.90
Sierra Madre Middle	2.40	4.40	23.10	3.00	1.00	1.8	35.70
McKinley School	3.60	15.40	7.70	2.00	1.00	4.5	34.20



Modernization or Designated Project



Summer Projects (Utility Replacement, Electrical Upgrade, Restroom Remodels)



Pasadena Unified School District

Measure O Bond Program - Project Schedule

FISCAL YEAR 2024	TOTAL PROJECT COSTS	SFC FUNDING	DISTRICT COST	AMOUNT THIS FISCAL YEAR
Major Project Starts				
Madison Elementary School	\$ 34,412,984	\$ 5,449,842	\$ 28,963,142	\$ 6,882,597
Longfellow Elementary School	\$ 37,939,627	\$ 7,303,419	\$ 30,636,208	\$ 7,587,925
John Muir High School	\$ 51,588,682	\$ 17,666,303	\$ 33,922,379	\$ 10,317,736
Summer Projects				
Elliot Arts Magnet Academy	\$ 6,494,492	\$ 3,896,695	\$ 2,597,797	\$ 6,494,492
Willard Elementary School	\$ 4,729,215	\$ 2,837,529	\$ 1,891,686	\$ 4,729,215
Sierra Madre Elementary	\$ 4,890,617	\$ 2,934,370	\$ 1,956,247	\$ 4,890,617
Maintenance Projects				
XXXX				
XXXX				
Other Projects				
Interim Housing Campus 1	\$ 2,000,000		\$ 2,000,000	\$ 2,000,000
Interim Housing Campus 2	\$ 2,000,000		\$ 2,000,000	\$ 2,000,000
TOTAL FISCAL YEAR 2024		\$ 40,088,158		\$ 44,902,583

FISCAL YEAR 2025	TOTAL PROJECT COST	SFC FUNDING	DISTRICT COST	AMOUNT THIS FISCAL YEAR
Major Project Starts				
San Rafael Elementary School	\$ 35,247,850	\$ 3,857,497	\$ 31,390,353	\$ 7,049,570
Webster Elementary School	\$ 29,941,071	\$ 5,180,141	\$ 24,760,930	\$ 5,988,214
Pasadena High School	\$ 21,746,338	\$ 13,047,803	\$ 8,698,535	\$ 4,349,268
Major Projects Continued				
Madison Elementary School	\$ 34,412,983		\$ 34,412,983	\$ 27,530,387
Longfellow Elementary School	\$ 37,939,627		\$ 37,939,627	\$ 30,351,702
John Muir High School	\$ 51,588,682		\$ 51,588,682	\$ 41,270,946
Summer Projects				
Norma Coombs Elementary School	\$ 2,887,223	\$ 1,732,334	\$ 1,154,889	\$ 2,887,223
Jackson STEM	\$ 4,627,837	\$ 2,776,702	\$ 1,851,135	\$ 4,627,837
Hamilton Elementary School	\$ 4,921,488	\$ 2,952,893	\$ 1,968,595	\$ 4,921,488
Maintenance Projects				
XXXX				
XXXX				
Other Projects				
Interim Housing Campus 1	\$ 1,000,000			\$ 1,000,000
Interim Housing Campus 2	\$ 1,000,000			\$ 1,000,000
TOTAL FISCAL YEAR 2025		\$ 29,547,370		\$ 130,976,634



FISCAL YEAR 2026	TOTAL PROJECT COST	SFC FUNDING	DISTRICT COST	AMOUNT THIS FISCAL YEAR
Major Project Starts				
Don Bonito Elementary School	\$ 24,170,478	\$ 5,786,325	\$ 18,384,153	\$ 4,834,096
Field Elementary School	\$ 25,158,722	\$ 5,294,779	\$ 19,863,943	\$ 5,031,744
Major Projects Continued				
San Rafael Elementary School	\$ 35,247,850		\$ 35,247,850	\$ 28,198,280
Webster Elementary School	\$ 29,941,071		\$ 29,941,071	\$ 23,952,857
Pasadena High School	\$ 21,746,338		\$ 21,746,338	\$ 17,397,070
Summer Projects				
Marshall Fundamental	\$ 30,426,707	\$ 18,256,024	\$ 12,170,683	\$ 30,426,707
Altadena Arts Magnet	\$ 4,931,092	\$ 2,958,655	\$ 1,972,437	\$ 4,931,092
Washington Elementary STEM	\$ 4,499,255		\$ 4,499,255	\$ 4,499,255
Maintenance Projects				
xxxx				
xxxx				
Other Projects				
Interim Housing Campus 1	\$ 1,000,000			\$ 1,000,000
Interim Housing Campus 2	\$ 1,000,000			\$ 1,000,000
TOTAL FISCAL YEAR 2026		\$ 32,295,783		\$ 121,271,101

FISCAL YEAR 2027	TOTAL PROJECT COST	SFC FUNDING	DISTRICT COST	AMOUNT THIS FISCAL YEAR
Major Project Starts				
Octavia El Butler Magnet	\$ 59,611,243	\$ 11,875,257	\$ 47,735,986	\$ 11,922,249
Blair High School	\$ 37,484,509	\$ 14,269,153	\$ 23,215,356	\$ 7,496,902
Major Projects Continued				
Don Bonito Elementary School	\$ 24,170,478		\$ 24,170,478	\$ 19,336,382
Field Elementary School	\$ 25,158,722	\$ 5,294,779	\$ 19,863,943	\$ 20,126,978
Summer Projects				
McKinley K-8	\$ 6,081,415		\$ 6,081,415	\$ 6,081,415
Maintenance Projects				
XXXX				
XXXX				
Other Projects				
Interim Housing Campus a	\$ 1,000,000			\$ 1,000,000
Interim Housing Campus 2	\$ 1,000,000			\$ 1,000,000
TOTAL FISCAL YEAR 2027		\$ 31,439,189		\$ 66,963,925

FISCAL YEAR 2028	TOTAL PROJECT COST	SFC FUNDING	DISTRICT COST	AMOUNT THIS FISCAL YEAR
Major Project Starts				
Major Projects Continued				
Octavia Butler Magnet	\$ 59,611,243		\$ 59,611,243	\$ 47,688,994
Blair High School	\$ 37,484,509	\$ 14,269,153	\$ 23,215,356	\$ 29,987,607
Summer Projects				
Maintenance Projects				
XXXX				
XXXX				
Other Projects				
Interim Housing Campus 1	\$ 1,000,000			\$ 1,000,000
Interim Housing Campus 2				
TOTAL FISCAL YEAR 2028		\$ 14,269,153		\$ 78,676,602
TOTAL		\$ 147,639,653		\$ 442,790,845



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

Topic: APPROVAL OF A NEW MEMBER FOR THE COMMUNITY OVERSIGHT COMMITTEE

RECOMMENDATION: The Governing Board of The Pasadena Unified School District approve the new member for the Community Oversight Committee (COC).

Anticipated Effect on Student Outcomes: Implementation of Measure O Projects to ensure a modern, safe, and orderly environment that supports and inspires student learning.

I. BACKGROUND:

Measure O requires a Citizens Oversight Committee (COC) to oversee bond activities. One potential member has submitted an application. The applicant has been interviewed and has agreed to serve on the Committee.

II. STAFF ANALYSIS:

The current COC membership and staff recommend the approval of Wesley Reutimann for membership on the Community Oversight Committee. The new member will serve two full terms.

III. FISCAL IMPACT:

There is no fiscal impact.

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

March 28, 2024

Submitted by:

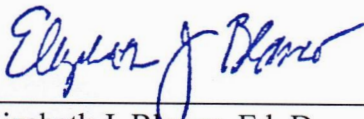
Elizabeth J. Blanco, Ed.D. Interim Superintendent

Funding title/code:

Title: N/A

Code: N/A

Approved:



Elizabeth J. Blanco, Ed. D.
Interim Superintendent

Originated by: Manuel Carrasco, Director of Facilities, Maintenance, Operations and Transportation

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

Topic: ADOPTION OF PIGGY BACKABLE CONTRACT FOR PUBLIC WORKS AND MODERNIZATION PROJECTS FOR THE 2023-2024 SCHOOL YEAR

RECOMMENDATION: The Governing Board of the Pasadena Unified School District adopt the use of the Arvin Union School District Bid# 2022-23-001 – Campus Modernization Items & Services awarded to TLS Choice LLC.

Anticipated Effect on Student Outcomes: Implementation of Measure O Projects to ensure a modern, safe, and orderly environment that supports and inspires student learning.

I. BACKGROUND:

In accordance with the guidelines outlined in the Public Contract Code (PCC) 20118, the Governing Board possesses the authority to approve the procurement of equipment, supplies, and services via a public corporation or agency without the necessity of soliciting bids. This practice, commonly referred to as "piggybacking," is legally permissible as long as it serves the best interests of the District. The Arvin Union School District Piggyback bid facilitates the acquisition of specified purchases and services outlined in the bid. Opting for this bid expedites the completion of District projects while minimizing disruptions to staff and students.

The Los Angeles County Office of Education permits Districts to leverage CMAS and Piggyback contracts without imposing restrictions beyond standard Public Works contracting requirements.

II. STAFF ANALYSIS:

Utilizing the direct pricing structure offered by the Piggyback contract streamlines the procurement process, eliminating the need for a General Contractor. This, in turn, mitigates additional mark-ups on products and services, resulting in substantial cost savings for the District. Beginning in the summer of 2024, comprehensive plans are in place to repair, upgrade, and replace playground hardscape areas across various District school sites, as well as other upgrades. This bid encompasses such services at a reduced cost, courtesy of the pre-bid terms. Staff requesting authorization to use the Arvin Union School District Piggyback Bid #2022-23-001, awarded to TLS Choice LLC, as an option for upcoming district projects. As specific projects are identified, a formal Contract Award will be presented to the Governing Board for consideration.

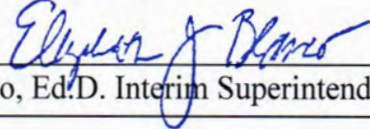
Attachments: Arvin Union School District Piggyback Bid #2022-23-001-TLS Choice LLC.
Piggybacking AUSD Confirmation with LACOE

III. FISCAL IMPACT:

None at this time.

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

March 28, 2024

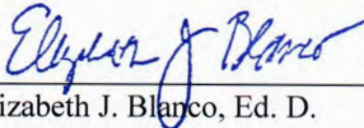
Submitted by: 
Elizabeth J. Blanco, Ed.D. Interim Superintendent

Funding title/code:

Title: N/A

Code: N/A

Approved:



Elizabeth J. Blanco, Ed. D.
Interim Superintendent

Originated by: Manuel Carrasco, Director of Facilities, Maintenance, Operations and Transportation



Bid Number: 2022-23-001
Campus Modernization

ARVIN UNION SCHOOL DISTRICT

737 Bear Mountain Boulevard

Arvin, CA 93203

Issue Date:	<u>June 23, 2022</u>
Mandatory Pre-Bid Conference:	<u>June 30, 2022 at 3:00pm</u>
Bid Opening Date/Time:	<u>July 7, 2022 at 1:30pm</u>

RECEIVED

JUL 01 2022

BY: _____

Proof of Publication

THE BAKERSFIELD CALIFORNIAN
3700 PEGASUS DR STE 100
BAKERSFIELD, CA 93308

Ad Number: 86746 PO #:
Edition: CALC Run Times 2
Class Code LEGAL NOTICES

Start Date 06/23/2022 Stop Date 06/29/2022

ARVIN UNION SCHOOL DISTRICT
737 BEAR MOUNTAIN BLVD
ARVIN CA 93203
US

Billing Lines 32.00 Inches 3.220693
Total Cost \$ 573.82 Account 88625
Billing ARVIN UNION SCHOOL DISTRICT
Address 737 BEAR MOUNTAIN BLVD
ARVIN CA 93203
US

STATE OF CALIFORNIA
COUNTY OF KERN

Solicitor I.D.: 0

I AM A CITIZEN OF THE UNITED STATES AND A RESIDENT OF THE COUNTY AFORESAID: I AM OVER THE AGE OF EIGHTEEN YEARS, AND NOT A PARTY OR INTERESTED IN THE ABOVE ENTITLED MATTER. I AM THE ASSISTANT PRINCIPAL CLERK OF THE PRINTER OF THE BAKERSFIELD CALIFORNIAN, A NEWSPAPER OF GENERAL CIRCULATION, PRINTED AND PUBLISHED DAILY IN THE CITY OF BAKERSFIELD COUNTY OF KERN,

First Text
NOTICE OF BID NOTICE IS H

Ad Number 86746

AND WHICH NEWSPAPER HAS BEEN ADJUDGED A NEWSPAPER OF GENERAL CIRCULATION BY THE SUPERIOR COURT OF THE COUNTY OF KERN, STATE OF CALIFORNIA, UNDER DATE OF FEBRUARY 5, 1952, CASE NUMBER 57610; THAT THE NOTICE, OF WHICH THE ANNEXED IS A PRINTED COPY, HAS BEEN PUBLISHED IN EACH REGULAR AND ENTIRE ISSUE OF SAID NEWSPAPER AND NOT IN ANY SUPPLEMENT THEREOF ON THE FOLLOWING DATES, TO WIT:

06/23/2022 06/29/2022

ALL IN YEAR 2022

I CERTIFY (OR DECLARE) UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.



DATED AT BAKERSFIELD CALIFORNIA

6/29/22

NOTICE OF BID

Notice is hereby given that the Board of Education for the ARVIN UNION SCHOOL DISTRICT, Arvin, California (Kern County), will receive Bid Number 2022-23-001 for the following:

Campus Modernization

Mandatory pre-bid conference will be on June 30, 2022 at 3:00pm at Bear Mountain Elementary School, 1501 Hood St., Arvin, California 93203. Bidders must submit a business card at sign-in.

Sealed bids must be delivered to the Arvin Union School District, Business Office, 737 Bear Mountain Boulevard, Arvin, California 93203 no later than 1:30pm on July 7, 2022.

The State Allocation Board (SAB) may make all or part of the funding for this project available and as a result, the contract award must be made in accordance with the SAB participation requirements for Disabled Veteran Business Enterprises (DVBE). A description of these requirements and the DVBE forms, which must be turned in with the bid, are contained in the project specifications.

Companies interested in bidding should request appropriate bid documents from the Business Office, (661) 854-6500.

The Board of Education reserves the right to reject any and all bids. No bidder may withdraw their bid for a period of sixty (60) days after the date set for the opening of bids. Refer to the formal bid documents and specifications for additional information, terms, and conditions.

June 23, 29, 2022
86746

Memo

Date: July 7, 2022
To: Potential Bidders
From: Chris Davis
Re: 2022-23-001 – Addendum 1



The following additions, deletions and revisions to the plans, specifications and Addenda shall become a part of the plans and specifications. It is the responsibility of the bidder to submit the information contained in this addendum to all subcontractors and suppliers. The Bidder shall acknowledge receipt of the Addendum on the Introduction page of the bid packet.

1-01: Bid Date

The bid date has been extended by four days. Previous bid date, July 7, 2022 at 1:30pm. New bid date is, July 11, 2022 at 1:30pm.



Regular Board Meeting

07/19/2022 - 06:00 PM

Arvin Union School District

737 Bear Mountain Boulevard, Arvin, CA 93203

arvinschools.com

MEETING MINUTES

PUBLIC COMMENTS:

Every agenda for regular meetings shall provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public, before or during the legislative body's consideration of the item, that is within the subject matter jurisdiction of the legislative body, provided that no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of Section 54954.2. However, the agenda need not provide an opportunity for members of the public to address the legislative body on any item that has already been considered by a committee, composed exclusively of members of the legislative body, at a public meeting wherein all interested members of the public were afforded the opportunity to address the committee on the item, before or during the committee's consideration of the item, unless the item has been substantially changed since the committee heard the item, as determined by the legislative body. Every notice for a special meeting shall provide an opportunity for members of the public to directly address the legislative body concerning any item that has been described in the notice for the meeting before or during consideration of that item per Gov. Code Section 54954.3(a).

AGENDA STAFF REPORTS AND HANDOUTS:

Staff reports and other disclosable public records related to open session agenda items are available at Arvin Union School District, 737 Bear Mountain Boulevard, Arvin, CA 93203 during regular business hours.

CIVIL BEHAVIOR

The Board understands that the First Amendment provides strong protection for speech. However, the Board expects that all speech and expression will comport with norms of civil behavior on district grounds, in district facilities, during district activities or events, and in the use of district electronic/digital systems and platforms.

CONDUCT IN THE SCHOOL DISTRICT BOARD ROOM:

Rules of Decorum for the Public: Members of the audience shall not engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, clapping, whistling, and stamping of feet or other acts which disturb, disrupt, impede or otherwise render the orderly conduct of the Board meeting infeasible. A member of the audience engaging in any such conduct shall, at the discretion of the Board President or a majority of the Board, be subject to ejection from the meeting per Gov. Code Sect. 54954.3(c).

REMOVAL FROM THE SCHOOL DISTRICT BOARD ROOM:

(a) Any person who commits the following acts in respect to a meeting of the Arvin Union School District shall be removed from the Board Room per Gov. Code Sect. 54954.3(c).

(b) Disorderly, contemptuous or insolent behavior toward the Board or any member thereof, tending to interrupt the due and orderly course of said meeting;

(c) A breach of the peace, boisterous conduct or violent disturbance, tending to interrupt the due and orderly course of said meeting;

(d) Disobedience of any lawful order of the Board President, which shall include an order to be seated or to refrain from addressing the Board; and any other unlawful interference with the due and orderly course of said meeting. Individuals who require disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent's Office at least two days before the meeting date.

Board Approved July 19, 2011

Our Mission: Every Child Learning, Every Day, No Matter What It Takes!

Our Vision: The Arvin Union School District focuses on the educational, environmental and emotional needs of our community with a culture of unity and a dedication to student success. We provide equitable educational services to enhance all students' lives preparing for High School and beyond through a system of continuous improvement. We are accountable for financial stability, infrastructure maintenance and developing staff capacity for the achievement of student goals with a common direction produced through Trust, Transparency and Teamwork.

EQUITY STATEMENT

The Governing Board commits to provide an environment free from bias and discrimination and that protects students, staff, and stakeholders from physical and emotional harm. The Board commits to ensuring that all stakeholders uphold educational equity as an essential principle within our school system to be integrated into all policies, practices, operations, and processes in order to yield equitable educational outcomes for all students.

Any materials required by law to be made available to the public prior to a meeting of the Board of Trustees of the District can be inspected at the Arvin Union School District Office, 737 Bear Mountain Boulevard, Arvin, CA 93203 during normal business hours.

Please complete the "Request to Address the Board" form and provide it to the District's Administrative Secretary prior to the Board's "Adoption of the Agenda".

Attendees

Voting Members

Monica Reyes, Board President
Geri Rivera, Board of Trustee
Toni Pichardo, Board of Trustee
Liliana Nunez, Board Clerk

1. CALLED TO ORDER

July 19, 2022 Regular Board Meeting called to order at 6:03pm

2. NOTICE OF TELEVISION - ENGLISH

3. AVISO DE TELEVISIÓN - SPANISH

4. ADDRESSING THE BOARD

5. BOARD MEMBERS

Monica Reyes, Board President
Liliana Nunez, Board Clerk
Toni Pichardo, Board Member
Geri Rivera, Board Member
Wendy Gonzalez, Board Member - Absent

6. STAFF PRESENT

Mrs. Georgia Rhett, Superintendent
Mrs. Emma Pereida-Martinez, Assistant Superintendent
Mr. Chris Davis, Chief Business Official
Ms. Geneva Banks, Administrative Secretary
Ms. Maribel Samaniego, Community Liaison
Mrs. Hilda Ocampo, El Camino Real Vice Principal

7. GUESTS

Guests present in-person: Nansy Moran, Amalia Ojeda, Juana Montoya.

Guests present via zoom: Georgia Rhett, Geri Rivera, marbmoreno, Hilda Ocampo, AUSD Boardroom, Sonia Olivo, Emma Pereida-Martinez.

8. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mrs. Amalia Ojeda

9. DISTRICT MISSION

The District Mission was read by Mrs. Amalia Ojeda

10. EQUITY STATEMENT

The Equity Statement was read by Mrs. Monica Reyes

11. WELCOME

12. ADOPTION OF AGENDA

Approval of the agenda of the Regular Board Meeting of the Board of Trustees for Tuesday, July 19, 2022 at 6:00pm.

Motion made by: Toni Pichardo
Motion seconded by: Geri Rivera

Voting:

Monica Reyes - Yes
Geri Rivera - Yes
Toni Pichardo - Yes
Liliana Nunez - Yes

13. COMMUNICATIONS FROM THE PUBLIC

No Comments

14. APPROVAL OF MINUTES

1. Board Minutes

Approval of Minutes for the Regular Board Meeting June 28, 2022.

Motion made by: Liliana Nunez

Motion seconded by: Geri Rivera

Voting:

Monica Reyes - Yes

Geri Rivera - Yes

Toni Pichardo - Yes

Liliana Nunez - Yes

15. REPORTS FROM SUPERINTENDENT, ASSISTANT SUPERINTENDENT, STAFF AND BOARD MEMBERS

1. Superintendent

Mrs. Rhett reported on the following:

- Fresh Fruit & Vegetable Grant
- Welcome Back Events and Plans for Professional Development

2. Assistant Superintendent

Mrs. Pereida-Martinez reported on the following:

- Dual Conference
- Williams Settlement - Mis-Assignments/SARC Update

3. Board Members

No Reports

16. PERSONNEL ADMINISTRATION

1. CERTIFICATED

1. Provisional Internship Permit - Gabriela Moreno

Approval of the Submission of Application for a Provisional Internship Permit to Commission on Teacher Credentialing on behalf of Gabriela Moreno, Mild/Moderate & Moderate/Severe Disabilities Teacher.

Motion made by: Toni Pichardo

Motion seconded by: Geri Rivera

Voting:

Monica Reyes - Yes

Geri Rivera - Yes

Toni Pichardo - Yes

Liliana Nunez - Yes

2. Variable Term Waiver Request - Monica Marquez

Approval of the Variable Term Waiver Request to the Commission on Teacher Credentialing on behalf of Monica Marquez, Bilingual, Crosscultural, Language and Academic Development Certificate.

Motion made by: Monica Reyes

Motion seconded by: Geri Rivera

Voting:

Monica Reyes - Yes

Geri Rivera - Yes

Toni Pichardo - Yes

Liliana Nunez - Yes

2. CLASSIFIED

1. CSEA Sunshine Proposal to the District

Presentation of the 2022/2023 reopener initial proposal (sunshine) for July 1, 2021 – June 30, 2024 from the California School Employees Association (CSEA) and its Arvin Chapter 164 to the Arvin Union District. (No Action Necessary)

This is a presentation from the classified union to the Board. No action is necessary. At a subsequent meeting there will be an item allowing for public comment on the proposal.

2. District Sunshine Proposal to CSEA

Presentation of the 2022/2023 reopener initial proposal (sunshine) for July 1, 2021 – June 30, 2024 from the Arvin Union District to California School Employees Association (CSEA) and its Arvin Chapter 164. (No Action Necessary)

This is a presentation from the Board to the classified union. No action is necessary. At a subsequent meeting there will be an item allowing for public comment on the proposal.

17. CONSENT CALENDAR

It is recommended that the Board approve the following consent items.

The following was announced at the meeting:

Certificated

Sierra Vista

Elementary Multiple Subject Teacher Dual Immersion Kindergarten - Spanish

Monica Marquez

Motion made by: Toni Pichardo

Motion seconded by: Geri Rivera

Voting:

Monica Reyes - Yes

Geri Rivera - Yes

Toni Pichardo - Yes

Liliana Nunez - Yes

1. RATIFICATION OF EXPENDITURES

- 1. Payroll Report**
- 2. Purchase Order Board Report**
- 3. Prelist Report**

2. PERSONNEL

- 1. Certificated Vacancies**
- 2. Classified Vacancies**
- 3. Resignations, Retirements & Change of Positions**

3. AGREEMENTS

- 1. Agreements**

4. ANNUAL RENEWALS

- 1. 2022/2023 Bus Routes**
- 2. Seamless Summer**

5. INTERDISTRICT REQUESTS

- 1. Childcare**
- 2. Parent Employment**

6. QUARTERLY REPORTS

- 1. Quarterly Report on Williams Uniform Complaint**

18. EDUCATION ADMINISTRATION

1. 2022/2023 Retention Criteria

Approval of the Arvin Union School District criteria for students at risk of not meeting grade level standards, identified students at risk and/or at risk of retention.

Motion made by: Geri Rivera

Motion seconded by: Liliana Nunez

Voting:

Monica Reyes - Yes

Geri Rivera - Yes

Toni Pichardo - Yes

Liliana Nunez - Yes

2. Uniform Complaint Procedures (UCP)

Approval of the Uniform Complaint Procedures (UCP) Policies and Procedures.

Motion made by: Toni Pichardo

Motion seconded by: Geri Rivera

Voting:

Monica Reyes - Yes

Geri Rivera - Yes

Toni Pichardo - Yes

Liliana Nunez - Yes

3. Williams Complaint Policies and Procedures

Approval of the Williams Complaint Policies and Procedures.

Motion made by: Monica Reyes

Motion seconded by: Toni Pichardo

Voting:

Monica Reyes - Yes

Geri Rivera - Yes

Toni Pichardo - Yes

Liliana Nunez - Yes

19. GENERAL ADMINISTRATION

1. Bond Oversight Committee Member - Senior Citizen's Organization

Approval of Ruth Harris as a Bond Oversight Committee Member (Senior Citizen's Organization) effective July 20, 2022.

Motion made by: Geri Rivera

Motion seconded by: Monica Reyes

Voting:

Monica Reyes - Yes

Geri Rivera - Yes

Toni Pichardo - Yes

Liliana Nunez - Yes

2. Galassos Bakery

Approval of the bid award to Galassos Bakery for the 2022/2023 bread products for the Arvin Union School District.

Motion made by: Toni Pichardo

Motion seconded by: Geri Rivera

Voting:

Monica Reyes - Yes

Geri Rivera - Yes

Toni Pichardo - Yes

Liliana Nunez - Yes

3. Gold Star

Approval of the bid award to Gold Star for the 2022/2023 produce products for the Arvin Union

School District.

Motion made by: Liliana Nunez

Motion seconded by: Monica Reyes

Voting:

Monica Reyes - Yes

Geri Rivera - Yes

Toni Pichardo - Yes

Liliana Nunez - Yes

4. Producer's Dairy

Approval of the bid award to Producer's Dairy for the 2022/2023 milk products for the Arvin Union School District.

Motion made by: Toni Pichardo

Motion seconded by: Liliana Nunez

Voting:

Monica Reyes - Yes

Geri Rivera - Yes

Toni Pichardo - Yes

Liliana Nunez - Yes

5. Boys & Girls Club (ELOP)

Approval of the Independent Contractor Agreement for Special Services between the Arvin Union School District and the Boys and Girls Club of Kern County to provide program services for Sierra Vista Elementary, Bear Mountain Elementary and El Camino Real Elementary students to include literacy and educational activities. Agreement effective August 1, 2022 not to exceed \$117,507.00 for the 2022/2023 school year. Funding: ELOP

Motion made by: Geri Rivera

Motion seconded by: Monica Reyes

Voting:

Monica Reyes - Yes

Geri Rivera - Yes

Toni Pichardo - Yes

Liliana Nunez - Yes

6. KCSOS

Approval of the consultant agreement with Kern County Superintendent of Schools for EL students as productive mathematical thinkers. Total cost \$3,160.84. Funding: LCAP Goal 4 Action 1

Motion made by: Geri Rivera

Motion seconded by: Toni Pichardo

Voting:

Monica Reyes - Yes

Geri Rivera - Yes

Toni Pichardo - Yes

Liliana Nunez - Yes

7. School Innovations & Achievement

Approval of the Behavior Alert Agreement between School Innovations & Achievement and Arvin

Union School District to retain services for the preparation and distribution of teacher notifications required by Code Section 49079. Term of agreement July 1, 2022 - June 30, 2023. Total cost \$6,000. Funding: General Fund

Motion made by: Toni Pichardo

Motion seconded by: Geri Rivera

Voting:

Monica Reyes - Yes

Geri Rivera - Yes

Toni Pichardo - Yes

Liliana Nunez - Yes

8. Independent Study

Approval of independent study program overview and written agreement.

Motion made by: Monica Reyes

Motion seconded by: Liliana Nunez

Voting:

Monica Reyes - Yes

Geri Rivera - Yes

Toni Pichardo - Yes

Liliana Nunez - Yes

9. Safe Return to School Plan

Approval of the Safe Return to School Plan and the COVID Prevention Plan .

Motion made by: Geri Rivera

Motion seconded by: Toni Pichardo

Voting:

Monica Reyes - Yes

Geri Rivera - Yes

Toni Pichardo - Yes

Liliana Nunez - Yes

10. First Reading CSBA Board Policies

First Reading of the following Board Policies, Administrative Regulations, Exhibits and Board Bylaws.

BP=Board Policy AR=Administrative Regulation E=Exhibits BB=Board Bylaws (No Action Necessary)

Revised Policies - June 2022

BP/E(1)0420.41 Charter School Oversight

E(1)1113 District and School Web Sites

AR/E(2)1312.4 Williams Uniform Complaint Procedures

BP3110 Transfer of Funds

AR/E(1)3517 Facilities Inspection

BP/AR3523 Electronic Signatures

BP/AR3550 Food Service/Child Nutrition Program

BP/AR3551 Food Service Operations/Cafeteria Fund

BP/AR3553 Free and Reduced Price Meals

AR4112.2 Certification

AR4161.8 Family Care and Medical Leave

AR4261.8 Family Care and Medical Leave
AR4361.8 Family Care and Medical Leave
AR6173.1 Education for Foster Youth

11. Transportation Policy

Approval of the modification to Administrative Regulation 3541 - Transportation Routes and Services, to be revisited at a later date pending the continued impact of COVID.

Motion made by: Geri Rivera

Motion seconded by: Toni Pichardo

Voting:

Monica Reyes - Yes

Geri Rivera - Yes

Toni Pichardo - Yes

Liliana Nunez - Yes

20. BUSINESS ADMINISTRATION

1. Bid 2022-23-001

Approval of the bid results for bid 2022-23-001 Campus Modernization and select TLS Choice LLC as the winning bidder.

Motion made by: Geri Rivera

Motion seconded by: Monica Reyes

Voting:

Monica Reyes - Yes

Geri Rivera - Yes

Toni Pichardo - Yes

Liliana Nunez - Yes

2. Linger, Peterson & Shrum - Annual Contract

Approval of the audit proposal from Linger, Peterson & Shrum. Audits will cover the fiscal year ending June 30, 2022. The audits will include the financial statements of the governmental activities, the business-type activities (if applicable), the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of the Arvin Union School District as of and for the year ended June 30, 2022.

Motion made by: Toni Pichardo

Motion seconded by: Geri Rivera

Voting:

Monica Reyes - Yes

Geri Rivera - Yes

Toni Pichardo - Yes

Liliana Nunez - Yes

21. BOARD MEMBER REPORTS/FUTURE AGENDA

No Reports

22. ADJOURNMENT

The meeting was adjourned at 6:31pm

Motion made by: Toni Pichardo

Motion seconded by: Geri Rivera

Voting:

Monica Reyes - Yes

Geri Rivera - Yes

Toni Pichardo - Yes

Liliana Nunez - Yes

23. NEXT BOARD MEETING

The next regular meeting of the Board of Education will be Tuesday, August 16, 2022 at 6:00pm.

ARVIN UNION SCHOOL DISTRICT

Purchasing Department
737 Bear Mountain Boulevard
Arvin, CA 93203

DATE: **June 23, 2022**

SUBJECT: **BID NO. 2022-23-001** FOR: **Campus Modernization**

Bid Opening Date: **July 7, 2022** Time: **1:30pm**

Please bid your lowest prices for the items or services on the attached sheets. Before bidding, please read the Instructions and Conditions and Specifications which are attached.

Submit all bids in a sealed envelope showing the Bid Number, opening date, and opening time. Bid must reach the Purchasing Office at the address listed below by the time and date shown above.

If further information is desired call the Business Office at (661) 854-6500.

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.

FIRM NAME: TLS Choice LLC

SIGNED BY: 

(Manual signature - unsigned bids will be rejected)

TITLE: Brooks Berry, Manager

DATE: July 7, 2022

ADDRESS: 1800 E. McFadden Ave., Suite 2

Santa Ana, CA 92705

PHONE NO.: (714) 462-2955

FAX NO.: (714) 660-7604

NOTE: BIDS SUBMITTED BY FAX ARE NOT ACCEPTABLE.

Please note: Purchases from this may be reimbursable by the State of California. Please follow the DVBE guidelines addressed in this document. Failure to do so will result in disqualification!

This form is to be submitted with your bid.

Unit Cost Schedule

Product Description	Quantity	Price	Unit of Measurement
Interlocking Carpet Tile	1	\$ 44.93	SF
WXGA DLP Projector, 1280x800, 3,600 Lumens, Network Capable	1	\$ 899.00	EA
LED Wall Mounted Fixture	1	\$ 145.38	EA
2x2 Static, 3100 Lumens, 22w	1	\$ 133.27	EA
Thermostat - RGB Backlit, Programmable	1	\$ 284.29	EA
ViewBoard Bundle w/ 4K Interactive Display, Wireless AC Adapter and Mobile Trolley Cart	1	\$3,283.00	EA
Soft Seating, Cushions w/ Caddy	1	\$2,100.00	EA
Student Desk, Adjustable or Fixed Height, Laminate Top, Rectangle, w/ or w/o Castors	1	\$ 595.00	EA
Student Chair, 12", 4 Leg, Polypropylene Shell w/ Glides	1	\$ 138.00	EA
Teacher Desk, Single Pedestal or Mobile Pedestal for Storage, 24"x60-72"w, Laminate Top	1	\$2,500.00	EA
Ovation Swivel Stool, Adjustable Legs 18-24" Height	1	\$ 542.00	EA
Reading Pod - 5-Pod Configuration	1	\$39,995.00	EA
Prefinished Wood Door	1	\$1,162.84	EA
Hollow Metal Door	1	\$1,249.22	EA
Aluminum Door Frame	1	\$ 415.30	EA
Door Hardware	1	\$ 157.82	EA
EZH2O Bottle Filling Station and Single Cooler, Filtered, 8GPH, SS	1	\$4,346.00	EA
Honeywell AHU Advanced: Air Handling Unit 5-10hp VAV AHU	1	\$32,307.69	EA
Honeywell CCTV Camera System (Per Camera) 4K 408MP Mini Dome/Bullet Indoor/Outdoor Camera	1	\$6,153.85	EA
Daktronics Interactive LCD Video Wall, 2x2	1	\$10,714.29	EA
Rival S2" Rear Discharge Zero Turn Mower 4-4.5 Hrs. Continuous (1 ea. 14.5kw Battery)	1	\$31,914.00	EA
Aluminum Grass Catcher	1	\$ 956.00	EA
Modular Series 211-1 Playground Equipment	1	\$12,385.08	EA
Modular Series 211-2 Playground Equipment	1	\$27,785.53	EA
Modular Series 211-3 Playground Equipment	1	\$35,575.06	EA
Modular Series 211-4 Playground Equipment	1	\$52,522.27	EA
Modular Series 212-1 Playground Equipment	1	\$82,518.33	EA
Modular Series 212-2 Playground Equipment	1	\$102,068.08	EA
Modular Series 212-3 Playground Equipment	1	\$117,124.19	EA
Synthetic turf seam tape.	1	\$ 75.00	EA
Brockplay	1	\$ 3.40	SF
St Gamechanger (Green)	1	\$ 2.88	SF
St Gamechanger (Color)	1	\$ 3.21	SF
SYNTHETIC TURF ADHESIVE - 5 GAL	1	\$ 341.07	EA
Rubber Playground Surfacing	1	\$ 42.00	SF
Picket Rail Fencing	1	\$ 150.50	LF
Picket Rail Fencing - Single Gate	1	\$ 506.67	LF
Picket Rail Fencing - Double Gate	1	\$ 547.83	LF
Picket Rail Fencing - Double Sliding Gate	1	\$ 714.50	LF
DSA-PC Hip Canopy- 20X10	1	\$10,500.16	EA
DSA-PC Hip Canopy- 20X20	1	\$12,677.27	EA
DSA-PC Hip Canopy- 30X20	1	\$16,858.06	EA
DSA-PC Hip Canopy - 40X20	1	\$22,580.18	EA
DSA-PC Hip Canopy- 30X30	1	\$23,928.82	EA
DSA-PC Hip Canopy - 40X30	1	\$27,839.90	EA
DSA-PC Metal Shade Structure	1	\$ 282.90	SF
DSA-PC Shade Structure Cage Footing System	1	\$ 835.44	SF
2K Epoxy	1	\$ 72.04	EA
Moisture Mitigating Primer	1	\$ 87.49	EA
Low-Yellowing Epoxy	1	\$ 80.62	EA
Epoxy Resurface for Concrete	1	\$ 77.19	EA
Flexible Epoxy	1	\$ 77.19	EA
Mastic Epoxy	1	\$ 92.45	EA
Novolac	1	\$ 145.81	EA
Water-Borne Epoxy Primer	1	\$ 55.30	EA
Polyaspartic	1	\$ 162.95	EA
Wall-Gard/Floor Gard HD	1	\$ 111.93	EA
Wall-Gard/Floor Gard HD - Satin	1	\$ 118.36	EA
Neocrete SL	1	\$ 152.95	EA
Neocrete RT	1	\$ 164.36	EA
Neocrete Trowel	1	\$ 195.81	EA
HardieBacker 1/4 in. x 4 ft. x 8 ft. Cement Backerboard	1	\$ 0.96	SF
Drywall Sheet - 5/8"	1	\$ 19.60	SF
Drywall Sheet - 3/4"	1	\$ 19.96	SF
R-15 Wall Insulation	1	\$ 2.52	SF
Green Board	1	\$ 3.10	SF
Ceiling Tile 2X2	1	\$ 2.74	SF
Ceiling Tile 2X4	1	\$ 2.99	SF
Ceiling T Bar Grid System	1	\$ 8.82	SF
Laminate Countertop	1	\$ 19.06	SF

Custom Counter Top	1	\$ 39.00	SF
CUUBE 100 Series	1	\$ 429.96	SF
CUUBE 36 Series - Single	1	\$ 390.87	SF
CUUBE 36 Series - Duplex	1	\$ 586.29	SF
CUUBE 60 Series	1	\$ 429.96	SF
CUUBE X Series	1	\$1,097.12	SF
Commercial Grade Primer	1	\$ 0.50	SF
Commercial Grade Satin Finish Paint	1	\$ 0.57	SF
Commercial Grade Eggshell Finish Paint	1	\$ 0.50	SF
Commercial Grade Flat Finish Paint	1	\$ 0.41	SF
Commercial Grade Semi-Gloss Finish Paint	1	\$ 0.68	SF
Commercial Grade Gloss Finish Paint	1	\$ 0.76	SF
LVT SMM	1	\$ 5.51	SF
Walk Off Matt	1	\$ 8.65	SF
4" Wall Base	1	\$ 2.65	SF
6" Wall Base	1	\$ 3.15	SF
Carpet Reducer	1	\$ 1.98	LF
Carpet Adhesive	1	\$ 54.00	ea
Omnisport Sports Floor	1	\$ 7.58	SF
Moisture Barrier	1	\$ 1.92	SF
Omnisport Adhesive	1	\$ 62.00	Ea
Vented Cove Base	1	\$ 13.00	LF
Floor Sleeves with Cover	1	\$ 285.00	EA
Slurry Seal	1	\$ 3.25	SF
Exterior Striping	1	\$ 1.37	LF
Remove and Replace Asphalt up to 3"	1	\$ 7.34	SF
Surface Applied Truncated Dome Pad	1	\$ 22.00	SF
Wheel Stop	1	\$ 57.65	EA
Elements Conversions Storage 20'	1	\$24,598.93	EA
Elements Conversions Work Space 20'	1	\$38,502.67	EA
Elements Conversions Storage 40'	1	\$51,336.90	EA
Elements Conversions Work Space 40'	1	\$64,171.12	EA
Elements Fab 100E	1	\$1,040.00	SF
Elements Fab 200E	1	\$1,070.77	SF
Elements Fab 300E	1	\$1,116.92	SF
Elements Fab TK	1	\$1,178.46	SF
Elements Facilities EF40	1	\$ 963.08	SF
Elements Facilities EF60	1	\$ 996.85	SF
Elements Facilities EF80	1	\$1,040.00	SF
Elements Facilities EFTK	1	\$1,101.54	SF
Color Retop 7MM	1	\$ 78.60	SY
Black 10MM	1	\$ 83.78	SY
Color 10MM	1	\$ 157.08	SY
Black 13MM	1	\$ 102.27	SY
Color 13MM	1	\$ 192.25	SY
Black 15MM	1	\$ 124.35	SY
Color 15MM	1	\$ 211.06	SY
Class 2 Road Base	1	\$ 152.16	TN
Decomposed Granite	1	\$ 127.62	TN
Composite Header Board	1	\$ 3.11	LF
Composite Bender Board	1	\$ 1.63	LF
FastSet Concrete Mix	1	\$ 34.46	BG
Quickrete 5000 High Early Strength Concrete	1	\$ 13.37	BG
Cement Color - Liquid	1	\$ 9.70	BG
Self Leveling Underlayment	1	\$ 81.26	BG
Concrete Acrylic Fortifier	1	\$ 13.44	BX
Concrete Bonding Adhesive	1	\$ 12.26	BX
Galaxy Outdoor Electronic Message Center 60x175	1	\$22,283.12	EA
Galaxy Outdoor Electronic Message Center 108x288	1	\$30,622.07	EA
Message Center Uprights	1	\$2,976.78	EA
Stacked Performance Motivate Rolls	1	\$ 10.74	SF
Stacked Performance Rally Rolls	1	\$ 11.75	SF
Stacked Performance Rally Tiles	1	\$ 13.64	SF
Stacked Performance Beast Rolls	1	\$ 12.25	SF
Stacked Performance Monster Rolls	1	\$ 16.85	SF
Elevate Bounce 2 Rolls	1	\$ 8.18	SF
Elevate Roster Interlocking Tiles	1	\$ 8.49	SF
Sand Infill	1	\$ 0.49	lb
Urethane Binder - Aliphatic	1	\$ 320.70	EA
Urethane Binder - Aromatic	1	\$ 147.25	EA
Buffings 40/50	1	\$ 0.57	LB
Binder - 5	1	\$ 3.02	LB
Binder - 11	1	\$ 3.21	LB
Sundries	1	\$ 654.48	EA

Ideation Wall	1	\$ 33.59	SF
Tack Panel	1	\$ 6.71	SF
Motorized Telescoping Gym Bleacher System	1	\$314,439.55	EA
Single Pod Booth - Swing Door	1	\$11,642.88	EA
Double Pod Booth - 2 Slider Door	1	\$12,594.46	EA
Double Pod Booth - Double Swing Door	1	\$14,329.70	EA
Triple Pod Booth - 3 Slider Door	1	\$14,833.48	EA
Wood Resheeting	1	\$ 4.38	EA
DSA Hip Canopy - Fabric	1	\$ 1.04	EA
Distraction Marker	1	\$ 55.83	EA
Security Film	1	\$ 55.83	EA
Floor Decals	1	\$ 83.76	EA
Window Film Tinting	1	\$ 33.50	EA
800 KW Diesel Standby Generator	1	\$180,696.44	EA
900 KW Diesel Standby Generator	1	\$237,842.75	EA
1000 KW Diesel Standby Generator	1	\$233,066.37	EA
AIRSYS - Wall Pack Unit - CV60H3B-CWAXX-R33	1	\$11,500.19	EA
AIRSYS - Wall Pack Unit - CV60N3B-BWACX-X33	1	\$13,183.65	EA
AIRSYS - Wall Pack Unit - CV60N3B-BWAXX-X33	1	\$12,131.11	EA
Store-Front Window System	1	\$ 203.33	SF
Granule Modified Bitumen Roofing	1	\$ 60.44	SY
Smooth Modified Bitumen Roofing	1	\$ 60.44	SY
Granule Modified Bitumen Peel-N-Stick	1	\$ 62.14	SY
Smooth Modified Bitumen Peel-N-Stick	1	\$ 53.73	SY
TPO Single Ply Roofing	1	\$ 40.30	SY
EPDM Roofing	1	\$ 60.44	SY
PVC Roofing	1	\$ 20.14	SF
Silicone Roof Covering	1	\$ 31.91	SF
Roof Sealant	1	\$ 21.13	SF
Bollards	1	\$ 642.86	EA
Grout	1	\$ 342.86	LF
CMU Block	1	\$ 50.00	EA
Rebar	1	\$ 6.79	EA
Custom Signage	1	\$ 245.43	SF
Barricade	1	\$ 105.71	LF
Hand Rail	1	\$ 142.86	LF
Hot Dip Galvanization	1	\$ 4.29	LB
4-1/2" Wall Base	1	\$ 1.66	LF
Toilet Partitions	1	\$ 359.06	LF
Ready Mix Concrete	1	\$ 217.61	CY
Up to 1/4" Self Leveling	1	\$ 1.82	SF
Anti Fracture Membrane - Roll On Membrane	1	\$ 0.64	SF
Anti Fracture Membrane - With Fabric or Sheeting	1	\$ 2.73	SF
Waterproofing - Roll On Membrane	1	\$ 1.36	SF
Waterproofing - With Fabric or Sheeting	1	\$ 3.18	SF
Deck Mud (1"-1.5")	1	\$ 0.91	SF
Deck Mud (1.5"-2.5")	1	\$ 1.45	SF
Porcelain Panels for the Flooring - 39" x 118"	1	\$ 40.00	SF
Porcelain Panels for the Walls - 39" x 118"	1	\$ 45.45	SF
Durrock Sheet	1	\$ 0.91	SF
Epoxy Grout	1	\$ 2.73	SF
Sealer	1	\$ 0.05	SF
Floor Protection	1	\$ 0.45	SF
Thinset	1	\$ 0.82	SF
Sanded or Unsanded Grout	1	\$ 0.40	SF
Up to 3x3 Mosaic Floor Tile	1	\$ 27.27	EA
Up to 3x3 Mosaic Patter Floor Tile	1	\$ 36.36	EA
Up to 3x3 Mosaic Mural Floor Tile	1	\$ 45.45	EA
Up to 3x3 Mosaic Boarder Floor Tile	1	\$ 21.82	EA
Up to 3x3 Mosaic Base Floor Tile	1	\$ 18.18	EA
Up to 6x6 Quarry Floor Tile	1	\$ 16.36	EA
Up to 8x8 Quarry Floor Tile	1	\$ 16.36	EA
Up to 12x12 Ceramic Floor Tile	1	\$ 9.09	EA
Up to 12x12 Tight Joint Stone Floor Tile	1	\$ 14.55	EA
Up to 12x12 Flame Finish Stone Floor Tile	1	\$ 14.55	EA
Up to 18x18 Ceramic Floor Tile	1	\$ 12.73	EA
Up to 20x20 Tight Joint Stone Floor Tile	1	\$ 21.82	EA
Up to 3x3 Mosaic Interior Wall Tile	1	\$ 10.91	EA
Up to 3x3 Mosaic 4' Wainscot Wall Tile	1	\$ 9.09	SD
Up to 4x4 Ceramic Wall Tile	1	\$ 5.45	SF
Up to 4x4 Patterned Ceramic Wall Tile	1	\$ 10.91	EA
Up to 4x4 Ceramic 4' Wainscot Wall Tile	1	\$ 5.45	SF
Up to 4x4 Ceramic Pattern Wall Tile	1	\$ 10.91	EA

Up to 4x4 Ceramic Pattern Wainscot Wall Tile	1	\$ 9.09	EA
Up to 4x4 Tight Joint Stone Wall Tile	1	\$ 9.09	EA
Up to 6x6 Ceramic Wall Tile	1	\$ 10.91	EA
Up to 6x6 Ceramic 4' Wainscot Wall Tile	1	\$ 10.91	SF
Up to 6x6 Patterned Ceramic Wall Tile	1	\$ 10.91	EA
Up to 6x6 Patterned Ceramic 4" Wainscot Wall Tile	1	\$ 10.91	EA
Up to 6x6 Tight Joint Stone Wall Tile	1	\$ 18.18	EA
Up to 6x6 Tight Joint Stone Wall Tile	1	\$ 18.18	EA
Up to 12x12 Ceramic Wall Tile	1	\$ 10.91	EA
Up to 12x12 Ceramic 4'	1	\$ 9.09	SF
Up to 12x12 Tight Joint Stone Wall Tile	1	\$ 18.18	EA
Up to 18x18 Ceramic Wall Tile	1	\$ 9.09	SF
Up to 18x18 Tight Joint Stone Wall Tile	1	\$ 18.18	SF
Carpenter	1	\$ 128.25	HRS
Laborer	1	\$ 88.79	HRS
Operating Engineer +	1	\$ 128.25	HRS
Cement Mason	1	\$ 128.25	HRS
Building/Construction Inspector and Field Soils and Material Tester	1	\$ 128.25	HRS
MEP Laborer	1	\$ 152.79	HRS
Project Design/Development Services	1	\$ 114.39	HRS
Preconstruction Development Services	1	\$ 114.39	HRS
Project Supervisor	1	\$ 128.25	HRS
Equipment Rental	1	\$ 583.33	DY
Special Equipment Service	1	\$1,973.19	EA
Temporary Fencing	1	\$ 21.43	LF
Temporary Sanitary Rental	1	\$ 928.57	DY
Material Off Loading	1	\$3,480.00	EA
Material Handling	1	\$ 274.00	EA
Site Protection	1	\$ 5.71	SF
Material Crating	1	\$1,200.00	EA
Site Preparation	1	\$ 4.73	SF
Removal of Existing	1	\$ 2.78	SF
Recycling	1	\$ 85.71	TN
Disposal	1	\$1,071.43	TN

Supplier List

Bidder to provide the pricing catalog for the following specified suppliers, or equal to these suppliers, if requested by the District:

Elements

Kevin Mack, Administrator

D: 855-495-5105

Kevin.Mack@ElementsCatalog.com

Mean Green Mowers

Scott Lent, Regional Development Manager

C: 818-825-8899

Scott.Lent@DRPower.com

GonLED

Justin Swedlow

D: 855-234-4LED ext. 302

Justin@GonLED.com

Daktronics

Brett Robinson, No. California Field Sales

C: 510-579-4431

Brett.Robinson@daktronics.com

Honeywell

Alie Simmons

D: 804-332-0614

A.R.Simmons@xtralis.com

HD Supply - White Cap

<https://www.whitecap.com/help-center/request-a-quote/>



July 7, 2022

Arvin Union School District
Business Services
737 Bear Mountain Blvd.
Arvin, CA 93203

Re: Bid No. 2022-23-001, Campus Modernization

Business Services,

All specifications are available to view within the provided bid catalog website:

Bidcatalogs.com/arvinusd

Password: ArvinUSD22-23

Feel free to reach out with any questions.

Regards,

A handwritten signature in blue ink, appearing to read 'Brooks Berry'.

Brooks Berry, Manager

TLS Choice, LLC

1800 E. McFadden Ave., Suite 2, Santa Ana, CA 92705

Phone: 714-462-2955 Fax: 714-660-7604

Email: info@TLChoice.com Web: www.TLChoice.com



July 7, 2022

Arvin Union School District
Business Services
737 Bear Mountain Blvd.
Arvin, CA 93203

Re: Bid No. 2022-23-001, Campus Modernization

Business Services,

Please use the following website to access the link to our catalogs that we have utilized for the above referenced bid:

Bidcatalogs.com/arvinusd
Password: ArvinUSD22-23

Feel free to reach out with any questions.

Regards,

A handwritten signature in blue ink, appearing to read 'Brooks Berry'.

Brooks Berry, Manager



July 7, 2022

Arvin Union School District
Business Services
737 Bear Mountain Blvd.
Arvin, CA 93203

Re: Bid No. 2022-23-001, Campus Modernization

Business Services,

Please use the following 24-hour response "hotline" for any emergencies or unforeseen situations that require attention:

855-278-5085 TLS Choice LLC Response Line

Feel free to reach out with any questions.

Regards,

A handwritten signature in blue ink, appearing to read 'Brooks Berry'.

Brooks Berry, Manager

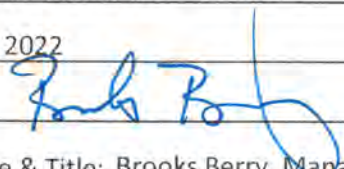
Checklist of Mandatory Bid Items

(For Contractor's use and reference only. Additional documents may be required so bidders should carefully review all Contract Documents and Bid Documents)

- ☐ Pre-Bid Clarification Form
- ☐ Bid Form
- ☐ Introduction
- ☐ Bid Instructions and Conditions
- ☐ Special Instructions and Conditions
- ☐ Basis of Award
- ☐ Unit Cost Schedule
- ☐ DVBE Qualification Form
- ☐ Non-Collusion Declaration
- ☐ Contractor's Certificate Regarding Drug-Free Workplace
- ☐ Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
- ☐ Contractor's Certificate Regarding Workers' Compensation
- ☐ Supplier List

Contractor: TLS Choice LLC

Date: July 7, 2022

Signature: 

Printed Name & Title: Brooks Berry, Manager

This legal notice is to be published
on the following dates:

FIRST PUBLICATION: June 23, 2022

SECOND PUBLICATION: June 29, 2022

NOTICE OF BID

Notice is hereby given that the Board of Education for the ARVIN UNION SCHOOL DISTRICT, Arvin, California (Kern County), will receive Bid Number 2022-23-001 for the following:

Campus Modernization

Mandatory pre-bid conference will be on June 30, 2022 at 3:00pm at Bear Mountain Elementary School, 1501 Hood St., Arvin, California 93203. Bidders must submit a business card at sign-in.

Sealed bids must be delivered to the Arvin Union School District, Business Office, 737 Bear Mountain Boulevard, Arvin, California 93203 no later than 1:30pm on July 7, 2022.

The State Allocation Board (SAB) may make all or part of the funding for this project available and as a result, the contract award must be made in accordance with the SAB participation requirements for Disabled Veteran Business Enterprises (DVBE). A description of these requirements and the DVBE forms, which must be turned in with the bid, are contained in the project specifications.

Companies interested in bidding should request appropriate bid documents from the Business Office, (661) 854-6500.

The Board of Education reserves the right to reject any and all bids. No bidder may withdraw their bid for a period of sixty (60) days after the date set for the opening of bids. Refer to the formal bid documents and specifications for additional information, terms, and conditions.

PRE-BID CLARIFICATION FORM (For Contractor's Use)

PROJECT NAME:	Campus Modernization		
PROJECT NUMBER:	2022-23-001		
TO:		EMAIL:	

DATE:			
FROM:		EMAIL:	
DOCUMENT/DIVISION NUMBER:		DRAWING NUMBER:	

REQUESTED CLARIFICATION:
<p>N/A</p>
RESPONSE TO CLARIFICATION:

Attach additional numbered sheets as necessary; however, only one (1) request shall be contained on each submitted form.

INTRODUCTION

GENERAL INFORMATION

To allow for maximum flexibility in the selection of products that meet the diverse requirements throughout the sponsoring California public school districts, Community College Districts, and public corporation or agencies, including any county, city, town, public corporation or agency within the State of California, bidders are requested that if they provide a catalog of products, to list a percentage discount on the manufacturer(s) entire product line in addition to the specific model of products that are listed in this bid. This discount will apply to the manufacturer's current and future retail pricing at the time orders are placed.

Awards will be made according to lowest price quoted meeting exact specifications for each line item of the Bid. Where brand names have been used, the technical specification associated with the product is hereby incorporated in its entirety. Awards may be made on an item-by-item basis. Bidders must be either manufacturers or factory authorized distributors for brands they are quoting, and must be able to show proof of same, if required by the sponsoring districts.

Successful bidders should supply a complete, current line of price and product literature for each award when requested. When requested it will be the responsibility of each awarded bidder to provide the lead agency (Arvin Union School District - Business Office) or other requesting agencies with updates in pricing, product literature, and delivery information as they become available from the manufacturer(s).

EXAMINATION OF BID DOCUMENTS

Bidders shall thoroughly examine and be familiar with the specifications. The failure or omission of any bidder to receive or examine any bid document(s), forms, instruments, addendum or other document there existing shall in no wise relieve any bidder from obligations with respect to this bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

Carefully read the Instructions and Conditions section of this bid!

Addendum Noted: 1 , , . (List each addendum by number.)

RETURN THESE FORMS PLUS THE COMPLETED BID TEMPLATE WITH YOUR BID
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BID INSTRUCTIONS AND CONDITIONS

Arvin Union School District
Campus Modernization Bid

INSTRUCTIONS AND CONDITIONS - BID NUMBER 2022-23-001

1. PREPARATION OF BIDS

Bids must be submitted in ink or typewritten. Both unit price and extension (where applicable) for all line items must be shown where required on the bid form. Signature on bids must be in ink to be considered acceptable. Bid on each item separately. Prices should be stated in units specified hereon. Bidders are requested to submit their pricing the bid forms.

2. ERRORS AND CORRECTIONS

No erasures permitted. Mistakes may be crossed out and corrections made adjacent but must be initialed in ink by person signing bid. Verify your bids before submission as they cannot be withdrawn or corrected after being opened or withdrawn specified time period has elapsed.

3. SUBSTITUTIONS AND SAMPLES

All items bid must conform to the specifications set forth in these bid documents. The District reserves the right to reject all bids that do not conform to the specifications. When bidding on brands other than those specified, the Bidder must state on the bid the brand, quality, model number, or other trade designation on each item bid other than "as specified". The District requests that samples be provided no later than 48 hours after the opening of the bid. Samples shall be accompanied by the name of the bidder, bid number, bid item number, and cut sheets clearly describing the product. See the attached documents for requirements regarding samples and/or detailed specification sheets. At a minimum, descriptive technical literature fully describing the claimed "or equal" product must be attached to the bid. Suitability and valuation of "equals" rests in the sole discretion of the District. Where samples are requested, they must be furnished free of charge. Samples will be returned at bidder's expense provided a request accompanies the samples and provided further that samples are not destroyed by tests.

4. SALES TAX

Do not include California State Sales or Use Taxes in unit prices. This tax will be added and paid for by the District. Do not include or add Federal Excise Tax as the District is exempt.

5. FAILURE TO BID

If you do not bid on any line item, please mark "no bid" in the space provided and sign it and return the bid, otherwise your name may be removed from the bidder's list.

6. ACCEPTANCE OF BIDS

Awards will be made on a unit and line item basis unless otherwise specified on bid form. The right is reserved to reject any or all bids and to accept or reject any line items thereon and to make any combination of line: item awards. Bids may be rejected on grounds of non-responsiveness or non-responsibility. Bids are subject to acceptance at any time within sixty (60) days after opening of same unless otherwise stipulated.

7. PATENTS, ETC.

The vendor shall hold the Arvin Union School District, its officers, agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this bid.

8. FAILURE TO FULFILL CONTRACT

When any contractor or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set

aside the contract entered into with said vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Education to be to the best advantage of the Arvin Union School District. Any failure for furnishing such articles or services by reason of the failure of the vendor or contractor, as above stated, shall be a liability against such vendor and his sureties. The Board of Education reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the bidder provided satisfactory proof is furnished to the Board of Education, if requested.

9. SIGNATURES

All bids must show the firm name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled.

10. CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS

The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items bid is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this bid at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

11. REQUIRED DELIVERY DATES (RDD)

Actual delivery of the equipment of services shall be coordinated with the District or contractor designated by the District but shall not exceed the required delivery dates (RDD) specified on the bid form for each particular product. The District, as a matter of bid non-responsiveness, shall reject all bids (regardless of price) that fail to indicate ability to deliver the product within the required time. **Give careful attention to any Required Delivery Dates (RDD) included in the Specifications or Bid Sheets.** Upon award of bid, supplier shall keep sufficient stocks of product and service material to insure prompt delivery and services schedules. There shall be no minimum quantities required in order for the District to place orders for needed items. **Bid all items F.O.B. shipping point and specify if freight is a non-taxable or taxable line item as required by the State Board of Equalization, unless otherwise directed by the District. Freight pricing, when provided by the vendor, shall include full-coverage transit insurance.** Freight inside delivery (possible multi-story, utilizing elevators) if directed by the District may be shown as an additional cost. Installation, unpacking materials, assembly, and disposal for the packing material are to be shown as additional cost to the requesting district or agency.

12. PAYMENT

Prompt payment for equipment may be requested after actual delivery of goods to the required destination as outlined in the REQUIRED DELIVERY DATES (RDD) conditions. Payment for service contracts may be invoiced per the conditions set forth and agreed to in the service agreement.

13. STANDARD COMMERCIAL USE (Products Only)

The vendor, whether manufacturer, supplier, distributor or retailer, hereby certifies that the products offered under this bid have been placed in regular commercial use for a period of at least three (3) years and that adequate spare parts exist in the marketplace for the items sold. Submit all requests for deviations to this clause as an "or equal" deviation.

14. HOLD HARMLESS

The vendor shall save, defend, hold harmless and indemnify the District against any and all liability, claim, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of vendor, and subcontractor, or any employee, agent, or representative of vendor and/or subcontractor.

15. AWARD OF BID

Award of this bid shall be made by individual line item or groups of line items to the lowest-priced responsible bidder (for each item or group) who is fully responsive to the terms of this solicitation. A bidder must deliver the items within the required delivery date (RDD) in order to be declared responsive to this bid.

The District also reserves the right to make multiple awards or no award at all and further reserves the right to reject any and all bids and to waive any irregularity or discrepancy associated with this bid.

16. WARRANTY/QUALITY

The supplier, manufacturer, or his assigned agent shall guarantee the product or service performed against all defects or failures of materials and workmanship for minimum period of one (1) year from the actual delivery date.

Where applicable, all merchandise must be warranted to be in compliance with California energy, conservation, environmental, educational, and products liability standards.

17. PRICING - TERM OF CONTRACT

Minimum contract term is one (1) year. Quoted prices must stay in effect for six (6) months after award of bid and may be extended upon mutual consent of District and vendor for an additional four (4) one (1) year periods in accordance with provisions contained in the Education Code, Sections 17596 (K-12) and 81644 (Community Colleges). Price increases may be negotiated subject to existing local market conditions, and as determined by the Los Angeles Producer Price Index (PPI), but may never exceed ten percent (10%). In the event of a general price decrease the District reserves the right to revoke the bid award unless the decrease is passed on to the District.

18. MULTI-YEAR EXTENSIONS

Subject to the provisions of Paragraph 17 (above), and pursuant to Education Code, Sections 17596 and 81644, this bid may be extended (by mutual consent expressed in writing) for up to (4) additional one (1) year increments (total potential bid life of 5 years from Board of Education award).

19. NO MINIMUM OR MAXIMUM QUANTITIES, ORDER CHARGES, OR LIMITATIONS UPON NUMBER OF ORDERS

The District anticipates contract term requirements for the supplies and commodities as listed in the quantities shown on the bid form. The District, however, does not guarantee orders in these amounts nor shall the District be required to limit its orders to only those figures. This is an indefinite-quantity bid. Bidders shall not specify minimum or maximum quantities or charges for specific order types. Unlimited orders within the term of the contract shall be allowed to the awarding district at prices quoted.

20. TECHNOLOGY CLAUSE

As technology advances, it is understood that improved or enhanced products may supersede existing products in both price and performance and yet be essentially similar. This request for bids seeks to address the rapid advances in technology by allowing functionally similar or identical products that may be introduced in the future, during the term of this bid, to be included under the general umbrella of compatible product lines and are thus specifically included in this bid document.

21. E-COMMERCE (B2B) CLAUSE

The advent of electronic commerce (E-Commerce) and the development of Business to Business (B2B) internet sites have created certain opportunities for public entities and business. As the originator and author of this bid document, the Arvin Union School District and other sponsoring agencies authorize and encourage qualified firms to list the products represented in the final award of this bid on internet sites, subject to the approval of the awarded vendor.

22. PIGGYBACK CLAUSE – CALIFORNIA

For the term of the Contract and any mutually agreed extensions pursuant to this request for bids, at the option of the vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may purchase, lease-purchase, or rent the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 201 18 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

The Arvin Union School District waives its right to require such other districts and offices to draw their warrants in the favor of the District as provided in said Code sections.

The successful bidder will provide to Arvin Union School District a contract administrative fee of one (1) percent (1%) of the total invoice amounts of all orders shipped pursuant to the cooperative and utilization agreement.

Acceptance or rejection of this clause will not affect the outcome of this bid.

Piggyback option granted BB (Please initial) Piggyback option not granted _____

23. PIGGYBACK CLAUSE – NEVADA

For the term of the Contract and any mutually agreed extensions pursuant to this request for bids, at the option of the vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of Nevada, may purchase, lease-purchase, or rent the identical item(s) at the same price and upon the same terms and conditions pursuant to NRS 332.195 Joinder or mutual use of contracts by governmental entities.

The Arvin Union School District waives its right to require such other districts and offices to draw their warrants in the favor of the District.

The successful bidder will provide to Arvin Union School District a contract administrative fee of one (1) percent (1%) of the total invoice amounts of all orders shipped pursuant to the cooperative and utilization agreement.

Acceptance or rejection of this clause will not affect the outcome of this bid.

Piggyback option granted BB (Please initial) Piggyback option not granted _____

Exclusions (attach additional pages if necessary):

N/A

Specifications and/or bid sheets are attached.

Bidder Acknowledgement: _____

Signature

Date: July 7, 2022

RETURN THESE FORMS PLUS THE COMPLETED BID TEMPLATE WITH YOUR BID

Please note: Purchases from this may be reimbursable by the State of California. Please follow the DVBE guidelines addressed in this document. Failure to do so will result in disqualification!

SPECIAL INSTRUCTIONS & CONDITIONS

Excluded from Any Piggyback Contract

These instructions are for Arvin Union School District Only.

Arvin Union School District
Campus Modernization Bid

INSTRUCTIONS AND CONDITIONS - BID NUMBER 2022-23-001

This single page portion of bid packet is for Arvin Union School District information only. Information will be utilized to determine bidder compliance, and may be used as part of scoring matrix, but is not part of Item 22 Piggyback Clause – California, nor is it part of Item 23 Piggyback Clause – Nevada.

Depending on funding of the product or the product type being purchased by Arvin Union School District, prevailing wage labor rates may apply. The requesting district or agency will need to advise at time of request for confirmation of pricing if prevailing wage rates are required.

CALIFORNIA STATE CONTRACTORS LICENSE

Bidders should be made aware there are products that may require a California and/or State Contractors License. The license class required includes a B and C10. Contractor License Number must be held by Company bidding. Bidders shall provide the contractor license numbers and classification below at time of bid opening.

Contractor License Number	<u>1025607</u>	Classification	<u>B & C10</u>
Contractor License Number	<u> </u>	Classification	<u> </u>
Contractor License Number	<u> </u>	Classification	<u> </u>

Surety Qualification

A notarized letter must be submitted with the bid packet from a California-admitted Surety and listed by the U.S. Treasury with a bond capacity of no less than \$25 million.

Warehouse Requirement

Contractor must have adequate warehouse and storage facilities. Warehouse/storage facilities must be insured and bonded. Certification will be required showing that the material held within the warehouse/storage facilities is insured for 100% of its value. Warehouse must also be within a 50-mile radius of Arvin, CA.

Emergency Response

Contractor must provide a 24-hour response “hotline” for any emergencies or unforeseen situations that require attention. There must be a response to the District within less than 24-hours.

RETURN THESE FORMS PLUS THE COMPLETED BID TEMPLATE WITH YOUR BID
--

Disabled Veteran Business Enterprise (DVBE) Participation Statement

Each bidder must complete this form in order to comply with the Arvin Union School District ("District") policy for participation of disabled veteran business enterprises (School District projects funded in whole or in part by the State of California pursuant to the Leroy F. Greene School Facilities Act of 1998. (Education Code § 17070.10, *et seq.*)

Project Name: Campus Modernization

Bid No.: 2022-23-001

The undersigned, on behalf of the Contractor named below, certifies that the Contractor has made reasonable efforts to secure participation by DVBE in the Contract to be awarded for the above referenced Bid No., including participation by DVBE subcontractors and/or material suppliers.

Check only one of the following:

- ☒ The Contractor was unable after reasonable efforts to secure DVBE participation in the Contract for the above referenced Project/Bid No. However, the Contractor will use DVBE services if the opportunity arises at any time during construction of the Project. Upon completion of the Project, the Contractor will report to the District the total dollar amount of DVBE participation in any Contract awarded to the Contractor, and in any change orders, for the above referenced project.
- ☐ The Contractor has secured DVBE participation in the Contract for the above referenced Project/Bid No. and anticipates that such DVBE participation will equal approximately _____ dollars (\$ _____), which represents approximately _____ percent (____%) of the total Contract for such Project. Upon completion of the Project, the Contractor will report to the District the actual total dollar amount of DVBE participation in the Contract awarded to the Contractor, and in any change orders, for such Project.

Contractor: TLS Choice LLC

Name: Brooks Berry

Title: Manager

Signature: 

Date: July 7, 2022

NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

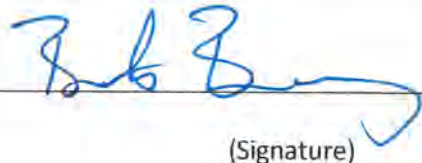
(Public Contract Code Section 7106)

I am the Manager of TLS Choice LLC, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration is executed on the 7th day of July, 2022.



(Signature)

Brooks Berry
(Printed Name)

[ATTACH NOTARY CERTIFICATE]

ACKNOWLEDGMENT

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

State of California
County of Orange)

On July 7, 2022 before me, Sierra Read, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Sierra Read (Seal)



CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

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

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

1. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition.

Establishing a drug-free awareness program to inform employees about all of the following:

- a. The dangers of drug abuse in the workplace;
- b. The person's or organization's policy of maintaining a drug-free workplace;
- c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations;

Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

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

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

Date: July 7, 2022

Contractor: TLS Choice LLC

By: 

Signature

Brooks Berry, Manager

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

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

Date: July 7, 2022

Contractor: TLS Choice LLC

By: 

Signature

Brooks Berry, Manager

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION FORM

Labor Code Section 3700 in relevant part provides:

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

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

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

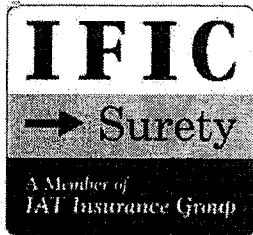
CONTRACTOR:

TLS Choice LLC

(Signature)

Brooks Berry, Manager

(Print Name and Title)



www.ific.com

www.iatinsurancgroup.com

July 1, 2022

**Arvin Union School District
Attn: Business Office
737 Bear Mountain Blvd.
Arvin, CA 93203**

Re: TLS Choice LLC – Letter of Bondability

To Whom It May Concern:

Harco National Insurance Company is the current surety for TLS Choice LLC and has been since June, 2016. Harco National Insurance Company provides surety credit on single projects of \$35,000,000 and an aggregate backlog of \$65,000,000.

Should you select TLS Choice LLC as a contractor, it is our present intention to provide the required performance and payment bonds, subject to our normal underwriting guidelines being met. This includes, but is not limited to a review of contract terms, conditions and bond forms.

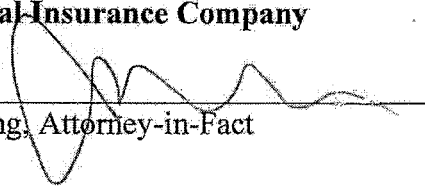
You understand, of course, that any arrangement for a final bond or bonds is a matter between Harco National Insurance Company and TLS Choice LLC, and Harco National Insurance Company assumes no liability to third parties, or to you, if for any reason they do not execute said bond or bonds.

This letter is not an assumption of risk nor is it a bid, performance or labor & material bond. It is issued for reference purposes only at the request of our client.

Harco National Insurance Company is a licensed and admitted surety company in the State of California, rated "A-" (Excellent) with a financial size category of XI by AM Best and has a US Treasury Limit of \$69,808,000.00

Best Regards,

Harco National Insurance Company


Christine Hoang, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of Orange

On JUL 01 2022

Date

before me,

Irene Luong

, Notary Public,

Insert Name of Notary exactly as it appears on the official seal

personally appeared

Christine Hoang

Name(s) of Signer(s)

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

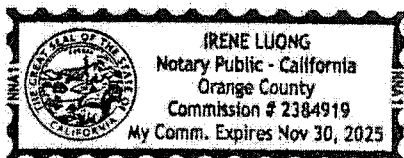
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Signature of Notary Public

Irene Luong



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # N/A

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

P. AUSTIN NEFF, EMILIE GEORGE, CHRISTINE HOANG, IRENE LUONG, JAMES W. MOILANEN, YUNG T. MULLICK, DANIELLE HANSON

Mission Viejo, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents
on this 31st day of December, 2021



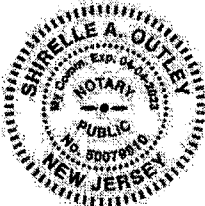
STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2021, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, July 01, 2022

Irene Martins, Assistant Secretary



Hugh Lee

to me

12:50 PM (16 minutes ago)



Hi Kenny: thank you for the information and Arvin bid documents. After reviewing the information and documents, below are my initial thoughts and comments. Please review and contact me if you have any questions or if you want to discuss. Thanks

- I confirmed the Arvin documents have the piggyback clause and that the original contract from Arvin to TLS Choice was competitively bid and awarded to TLS Choice.
- The initial term of the contract between Arvin and TLS Choice was for six months. I did not see any documents showing that Arvin extended the contract. This will need to be provided; otherwise, the piggyback contract is not valid.
- LACOE's requirement that the total labor be less than 10% of the total purchase amount in order to be incidental is very conservative. We usually advise that if labor is around or up to 30% or so, it can still be considered incidental. However, we will have to use LACOE's guidelines.
- If you can confirm that any labor required for your project is less than 10% of the total purchase of asphalt and other products, LACOE should approve the contract assuming the District meets the other requirements noted in LACOE's email below.
- Please make sure the District has a formal contract with TLS Choice and that they meet all of the other requirements for public works projects such as bonds, insurance, etc.

From: Kenny Wong <wong.kenny@pusd.us>

Sent: Wednesday, February 21, 2024 11:07 AM

To: Hugh Lee <HLee@taorossini.com>

Subject: Piggyback clause

Hi Lee,

Per our telephone conversation yesterday, I received LACOE's confirmation below.

This is incidental to the asphalt purchase. I will ask my maintenance team and see if they have the quote for the asphalt work so that we can be sure the total labor is less than 10% of its cost.

Meanwhile, I need to pick your thought on this if we could utilize the piggybacking contract if LACOE is authorized within the 10% labor.

Thanks,

Kenny

Pasadena Unified School District
Director, Procurement & Contracts
Procurement Department
D (626) 396-3600 x88503

Hampton_Cynthia

to Zermeno_Jenny, me, Concepcion_Roberto

[REDACTED]

Good Morning Kenny,

This is the information on Piggyback contracts from our Commercial Claims manual. You mentioned labor below. I'd like to clarify that labor and services are NOT "piggy-backable" unless it is incidental to the purchase. Labor and installation should NOT exceed 10% of the contract work. Also your governing board, when approving to use a piggyback contract, must use the piggyback clause, that it is in "the best interest of the district" to use this piggyback contract instead of going out to bid. Please let me know if you have any other questions and I will be happy to answer. Please read the information below. Thank you.

PIGGYBACK CONTRACTS

[PCC 20118/20652]

The term “piggyback” means that an agency uses an existing contract to acquire the same commodities at the same or lower price from another public entity contract. This should be used only for purchase of equipment, materials, and/or supplies. Labor and services are NOT piggybackable unless incidental to the purchase. [PCC 20118].

To begin using a piggyback contract, it is important to contact the contracting agency and read the existing contract. The governing board of the district is required to authorize the use of the piggyback contract to show they have determined that it will be in the best interest of the district as opposed to competitive bidding. Using a piggyback contract only exempts an agency from competitive bidding, all other bond and security required by law applies.

For piggyback contracts that include incidental labor/installation services, the general rule is that these labor/installation services should NOT exceed more than 10% of the contract work. If the cost of the labor/installation is beyond the threshold of 10%, but less than 50%, it is presumptively not incidental and the burden is placed on the district to determine otherwise. If it is determined that it is in the best interest of the district to be exempt from competitive bidding, the district should document and formalize their rationale in the approving resolution with any Board minutes. This is to protect the district in the event of a legal challenge. This document should be included with the documentation submitted to Commercial Claims for the vendor payment. If the labor/installation component is 50% or more of the total contract value, then it is NOT incidental and must be treated as a public project (see *Steelgard, Inc. v. Jannsen* (1985), 171 Cal. App. 3d 79).

Minimum Document Required

1. Board approval to piggyback
2. Piggyback contract with piggyback clause
3. Signed contract, lease, requisition or purchase order
4. Proof of receipt
5. Proof of bidding, if installation or labor of over \$15,000 was included in the purchase
6. Payment Bond equivalent to 100% of the contract amount if installation or labor is over \$25,000
7. District acceptance of completion for release of retention upon final payment
8. A recorded Notice of Completion if payment bond was provided

Cynthia Hampton
Commercial Claims
School Financial Services
Ph: (562) 922-6455

Eliot Magnet Phase ==>	1		2		3		4		GRAND TOTAL	LABORER TOTAL	%
	Cost	%	Cost	%	Cost	%	Cost	%			
Catalog Pricing - HD Supply	\$ 4,640.09	20.23%	\$ 63,533.54	44.82%	\$ -	0.00%	\$ 71,386.00	44.22%			
Page 13 - Slurry Seal	\$ 14,335.00	62.49%	\$ 40,810.00	28.79%	\$ 8,893.43	90.76%	\$ 47,601.00	29.48%			
Page 13 - Exterior Striping	\$ -	0.00%	\$ 17,475.72	12.33%	\$ -	0.00%	\$ 20,514.38	12.71%			
Page 15 - Special Equipment Service	\$ 1,973.19	8.60%	\$ 5,919.57	4.18%	\$ -	0.00%	\$ 5,919.57	3.67%			
Laborer	\$ 1,991.00	8.68%	\$ 12,489.00	8.81%	\$ 905.00	9.24%	\$ 14,299.00	8.86%			
Bonding Fee	\$ -	0.00%	\$ 1,513.40	1.07%	\$ -	0.00%	\$ 1,729.73	1.07%			
Subtotal	\$ 22,939.28	100.00%	\$ 141,741.23	100.00%	\$ 9,798.43	100.00%	\$ 161,449.68	100.00%	\$ 335,928.62	\$ 29,684.00	8.84%

Sierra Madre Phase ==>	1		2		3		4		GRAND TOTAL	LABORER TOTAL	%
	Cost	%	Cost	%	Cost	%	Cost	%			
Catalog Pricing - HD Supply	\$ 25,240.05	50.47%	\$ 38,242.50	52.80%	\$ 59,046.42	51.77%	\$ 19,376.20	40.95%			
Page 13 - Slurry Seal	\$ 8,892.00	17.78%	\$ 16,081.60	22.20%	\$ 21,280.00	18.66%	\$ 7,827.85	16.55%			
Page 13 - Exterior Striping	\$ 7,050.02	14.10%	\$ 7,050.02	9.73%	\$ 16,449.59	14.42%	\$ 11,491.56	24.29%			
Page 15 - Special Equipment Service	\$ 3,946.38	7.89%	\$ 3,946.38	5.45%	\$ 5,919.57	5.19%	\$ 3,946.38	8.34%			
Laborer	\$ 4,344.00	8.69%	\$ 6,335.00	8.75%	\$ 10,136.00	8.89%	\$ 4,163.00	8.80%			
Bonding Fee	\$ 535.89	1.07%	\$ 775.34	1.07%	\$ 1,221.04	1.07%	\$ 506.37	1.07%			
Subtotal	\$ 50,008.34	100.00%	\$ 72,430.84	100.00%	\$ 114,052.62	100.00%	\$ 47,311.36	100.00%	\$ 283,803.16	\$ 24,978.00	8.80%

Willard ES Phase ==>	1		2		3			GRAND TOTAL	LABORER TOTAL	%
	Cost	%	Cost	%	Cost	%				
Catalog Pricing - HD Supply	\$ 36,151.91	37.06%		0.00%	\$ 130,228.46	48.32%				
Page 13 - Slurry Seal	\$ 19,298.50	19.78%	\$ 11,565.30	91.42%	\$ 77,400.00	28.72%				
Page 13 - Exterior Striping	\$ 24,246.26	24.86%		0.00%	\$ 27,215.05	10.10%				
Page 14 - Ready Mix Concrete	\$ 435.22	0.45%		0		0				
Page 13 - Sundries	\$ 1,963.44	2.01%		0		0				
Page 15 - Special Equipment Service	\$ 5,919.57	6.07%		0.00%	\$ 7,892.76	2.93%				
Laborer	\$ 8,507.00	8.72%	\$ 1,086.00	8.58%	\$ 23,892.00	8.86%				
Bonding Fee	\$ 1,027.23	1.05%		0.00%	\$ 2,887.12	FALSE				
Subtotal	\$ 97,549.13	100.00%	\$ 12,651.30	100.00%	\$ 269,515.39	98.93%		\$ 379,715.82	\$ 33,485.00	8.82%

\$ 999,447.60	\$ 88,147.00	8.82%
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**BOARD OF EDUCATION
PASADENA UNIFIED SCHOOL DISTRICT
PASADENA, CALIFORNIA**

Topic: APPROVAL TO AWARD CONTRACT FOR ARCHITECTURAL DESIGN SERVICES TO ARCADIS IBI GROUP FOR SHADE STRUCTURE PHASE 2 PROJECT AT SAN RAFAEL ES, WEBSTER ES, LONGFELLOW ES, JACKSON ES, WILLARD ES, ALTADENA ES, AND SIERRA MADRE ES

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approves to proceed with the award of a contract for Shade Structure Phase 2 Architectural Design Services to Arcadis IBI Group.

Anticipated Effect on Student Outcomes: Implementation of Measure O Projects to ensure a modern, safe, and orderly environment that supports and inspires student learning.

I. BACKGROUND:

On January 27, 2022, the Board approved BR 1541-F for the design and installation of shade structures at 14 schools. The sites selected for phase two installation include San Rafael ES, Webster ES, Longfellow ES, Altadena ES, Jackson ES, Willard ES, and Sierra Madre ES. The shade structures in the project have been approved by the Division of State Architects (DSA). As with any DSA project, the District must adhere to the Americans with Disability Act (ADA) regulations pertaining to the path of travel from the shade structure to the main office, ADA parking, public right of way access, and ADA compliant restrooms.

To expedite the design process and leverage existing expertise, the District will utilize the "Additional Services" clause within its existing contract with Arcadis IBI Group for the design of Phase 2 shade structures. This approach streamlines the selection process while ensuring continuity with a qualified firm familiar with the project's requirements and the District's standards.

II. STAFF ANALYSIS:

Considering Phase 2 will consist of 7 elementary schools and is highly expected to face greater ADA challenges than Phase 1, the District recommends leveraging the existing contract with Arcadis IBI Group for Phase 2 design services. This approach offers several benefits, including:

- Continuity between Phase 1 and Phase 2: Architect's design experience with Phase 1 facilitates familiarity with both the overall project goals and the established design elements.
- Architect's experience with the District: Existing knowledge of district facilities, standards, and procedures streamlines the design process.
- Architect's experience with DSA and related backcheck process: Familiarity with DSA requirements expedites approvals and avoids potential delays.

Attachments: Arcadis IBI Group Proposal for Shade Structure Phase 2 Project Architect
BR 1541-F

III. FISCAL IMPACT:

Funds required in an amount not to exceed \$837,180 are available in the Measure O accounts. This amount includes a reimbursable allowance of \$35,000.

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

March 28, 2024

Submitted by: _____

Elizabeth J. Blanco, Ed.D. Interim Superintendent

Funding title/code:

Title: Jackson ES Design Fee and Reimbursable (\$110,992 and \$5000)

Code: 21.3-97095.0-00000-85000-6210-0280000

Title: Willard ES Design Fee and Reimbursable (\$108,145 and \$5000)

Code: 21.3-97095.0-00000-85000-6210-0580000

Title: Altadena ES Design Fee and Reimbursable (\$118,570 and \$5000)

Code: 21.3-97095.0-00000-85000-6210-0040000

Title: Sierra Madre ES Design Fee and Reimbursable (\$113,612 and \$5000)

Code: 21.3-97095.0-00000-85000-6210-0500000

Title: San Rafael ES Design Fee and Reimbursable (\$116,012 and \$5000)

Code: 21.3-97095.0-00000-85000-6210-0480000

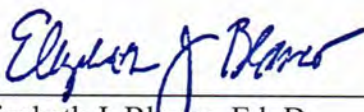
Title: Longfellow ES Design Fee and Reimbursable (\$118,063 and \$5000)

Code: 21.3-97095.0-00000-85000-6210-0380000

Title: Webster ES Design Fee and Reimbursable (\$116,786 and \$5000)

Code: 21.3-97095.0-00000-85000-6210-0560000

Approved:



Elizabeth J. Blanco, Ed. D.
Interim Superintendent

Originated by: Manuel Carrasco, Director of Facilities, Maintenance, Operations and Transportation

Michael Dorbin

Pasadena USD
351 South Hudson Ave.
Pasadena, CA 91101-3507

Date: ~~November 21, 2023~~

January 18, 2024

Subject: Pasadena USD Shade Structures - Phase 2

Arcadis, a California Partnership
537 South Broadway
Suite 500
Los Angeles, CA 90013
United States
Phone: 213 769 0011

www.arcadis.com

Dear Michael:

We are pleased to submit our proposal for Architectural | Engineering Services for the new **Pasadena USD Shade Structures – Phase 2 for 7 campuses** as defined in the “PUSD Notice Requesting Proposals for Architectural Design Services for Shade Structures 2.” This is a preliminary fee estimate based on our review of the level of effort and assumptions made during the preparation of our response. The final scope and fee are open to negotiation subject to further clarification based on mutual understanding of the contract scope and agreeable to Arcadis and the **PUSD**. Our current understanding of the scope of services and scope of work is as follows:

Scope of Work: The project scope, parameters, and required services is in accordance with the RFP for the **Pasadena USD Shade Structures- Phase 2 and related ADA improvements for 7 campuses**; and our A/E fees related to those services. Pursuant to the above, and to the goals of this assignment, the necessary effort and commitment is understood by Arcadis and our team of consultants.

Project Description: To provide design and assist with DSA certification to install Approved Pre-Check (“PC”) Shade Structures at the following schools: Jackson ES, San Rafael ES, Altadena ES, Longfellow ES, Webster ES, Willard ES, Sierra Madre ES. Scope of work also includes to provide the below:

Base Bid: Shade structure installation with adjusted Construction Costs at or below the Valuation Threshold per CBC section 11B-202.4 includes Civil, Plumbing (where needed) and one cost estimate. The fees include a schematic phase, construction documents, DSA approval, bidding and construction administration.

Additional Scope – Complete ADA compliance requirements. . The fees include a schematic phase, construction documents, DSA approval, bidding and construction administration.

Scope of Services: Arcadis and our team of consultants will provide the services and their associated deliverables in accordance with the RFP.

Project Assumptions | Exclusions: The following are the assumptions made in the development of the fees:

- **General**
 - **Assumptions**
 1. The utility infrastructure is adequate to serve the buildings proposed uses.
 2. Scope/fee are based on the projects being designed and DSA approved separately for each campus.
 3. The projects will be constructed using design-bid-build delivery.
 4. The Construction Period is assumed to be 3 months
 5. The District will provide the geotechnical report.
 6. The Owner will provide all necessary documentation and required reports, including, but not limited to the following:
 - District Facility Standards
 - As-Built drawings of existing site and utilities;
 - Geologic Hazards Investigation Survey;
 - Special testing and Inspection;
 - Checking and Permit Fees;
 - DSA Fees
 - Other AHJ Permits and Fees
 - Advertising Costs;
 - District Inspector;
 - Hazardous Material Report (if required)
 - Environmental Documentation & Mitigation Measures as appropriate.
 - The district will provide all reproduction of bid documents.
 - **Exclusions**
 1. Services not specifically referenced in this proposal.
 2. Construction Phase Services beyond the 3-month anticipated construction schedule. **Additional CA Fees may be required based on level of service.**

3. Design or Engineering fees due to unforeseen site conditions.
4. Payments for permits, utility fees and materials tests and inspections.
5. Design of mitigation for hazardous materials.
6. Tier 1 or Tier 2 Seismic Evaluations for existing buildings
7. Design Development package is not included in these fees.

- **Civil**

- **Exclusions**

1. The horizontal and vertical location and size of existing on-site utilities will be determined from available record drawings and/or site surveys. If additional information is determined to be required during the design stage, we recommend that a separate company specializing in locating underground utilities and surveying be retained. The scope of this proposal does not include electronic or pothole utility investigation or survey.
2. There are no off-site improvements associated with this project. If traffic engineering services are required for the preparation of the B-Permit or off-site package, the District will retain a traffic engineer.
3. There are no major utilities that will require relocation as a part of this project and the new shade structure will not require any new utility service connections.

- **Plumbing**

- **Exclusions**

1. Verification of covered utilities through destructive or instrument assisted observation.
2. Mechanical and Fire protection system designs.

Project Schedule: The project will be completed expeditiously in accordance with the Standard of Care of our industry for similar projects. The project will be completed in accordance with the Preliminary Project Schedule shown at the end of this section.

Project Delivery: Design-Bid-Build

Compensation: We propose to provide the above referenced services for the following fixed fee amounts as shown in the following tables following table for a complete Design Package to accomplish the Schematic Design, Design Development, Construction Documents, DSA Approval and Certification.

	DESIGN COST			NTE	ADDED SCOPE		IF NEEDED	
Schools	Base Bid	Survey	Sub Total	BID | CA | Proj. Closeout	Design	BID | CA | Proj. Closeout (NTE)	Boundary Survey ²	Total
Jackson ES ¹	\$38,182	\$17,000	\$55,182	\$22,295	\$19,600	\$6,915	\$7,000	\$110,992
San Rafael ES	\$31,750	\$14,300	\$46,050	\$18,135	\$26,610	\$8,150	\$9,200	\$108,145
Altadena ES	\$32,485	\$23,800	\$56,285	\$25,985	\$19,910	\$7,190	\$9,200	\$118,570
Longfellow ES ¹	\$38,282	\$19,000	\$57,282	\$19,260	\$22,320	\$7,750	\$7,000	\$113,612
Webster ES ¹	\$38,182	\$17,000	\$55,182	\$19,260	\$22,320	\$7,750	\$11,500	\$116,012
Willard ES ¹	\$38,282	\$19,000	\$57,282	\$19,671	\$26,210	\$7,900	\$7,000	\$118,063
Sierra Madre ES	\$30,225	\$23,700	\$53,925	\$19,451	\$26,210	\$7,900	\$9,300	\$116,786

NOTES:

1. Includes plumbing scope

2.. If Survey boundary is required for a project.

The above fee is based on our understanding of the project scope and the anticipated level of effort.

These fees are subject to negotiation, and we look forward to the opportunity to work with you. Please call if you have any questions or comments.



Craig Atkinson, AIA, NOMA, DBIA, LEED AP

Sr. Principal Architect

Arcadis, a California Partnership

Email: craig.atkinson@arcadis.com

Phone: 213.769.0011 ext 56130



Janvi. Kanani, AIA, LEED AP BD+C, DBIA

Associate Architect

Arcadis, a California Partnership

Email: janvi.kanani@arcadis.com

Phone: 213.769.0011 ext 56104

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

Topic: APPROVAL FOR DSA APPROVED SHADE STRUCTURES FOR VARIOUS SCHOOL SITES USING PIGGYBACK BID FROM FULLERTON UNIFIED SCHOOL DISTRICT

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approves the use of the Piggyback Bid from Fullerton Unified School District for the procurement and installation of DSA approved shade structures.

Anticipated Effect on Student Outcomes: The procurement and installation of these items will allow all students to have access to appropriate equipment outdoors for a safe learning environment.

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.

Students and staff need additional shade on all school sites to be protected from the sun during lunch and outdoor activities. Additionally, with new requirements and changes to the educational environment due to COVID-19, this will provide additional opportunities for outdoor learning spaces. The shade structures provided in this plan have DSA approval, which will allow the quicker design and installation timeline. Additionally, the district can use a "piggyback bid" from Fullerton Unified that provide best pricing.

II. STAFF ANALYSIS:

The Facilities Department researched several options for the procurement/installation of sunshade structures at various school sites, to be installed over three summers at existing playground and lunch areas. Pursuant to PCC Section 20118, a contract with a piggyback component permits other public corporations or agencies to procure personal property under a contract previously entered into between the original district, Fullerton Union High School District (FJUHSD) and a vendor. The district's staff members are recommending the use of the "piggyback bid" from Fullerton Unified School District dated October 13, 2021 to purchase/install DSA Pre-approved Shade Structures on the same terms as the FJUHSD (attached).

Attachments:

- 1) Board Action Fullerton Joint Union High School District dated May 11, 2021.
- 2) California Division of the State Architect Pre-Check Models
- 3) Projected Cost Allocation by School

III. FISCAL IMPACT:

Funds in the amount not to exceed \$4,452,685 are available in the Measure O accounts.

**APPROVED by the Board of
Education of the Pasadena
Unified School District on
the above mentioned date.**

Pasadena Unified School District

Board of Education Agenda:

January 27, 2022

Submitted by: _____

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

Funding title/code:

Title: Measure O Bond

Code: 21.3-97092.0-00000-85000-6270-0000710

Approved:



Brian O. McDonald, Ed.D.
Superintendent

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

**APPROVED by the Board of
Education of the Pasadena
Unified School District on
the above mentioned date.**

Pasadena Unified School District

Elementary Schools - Shade Structures

School Name	Project Cost
Altadena Elementary School	\$416,658
Don Benito Elementary School	\$69,443
Field Elementary School	\$138,886
Hamilton Elementary School	\$138,886
Jackson Elementary School	\$208,329
Longfellow Elementary School	\$1,072,200
Madison Elementary School	\$277,772
McKinley Elementary School	\$138,886
Norma Coombs Elementary School	\$463,879
San Rafael Elementary School	\$69,443
Sierra Madre Elementary School	\$138,886
Washington Elementary School	\$624,987
Willard Elementary School	\$69,443
Webster Elementary School	\$624,987
TOTAL ALL SCHOOLS	\$4,452,685

Year 1 - Summer 2022

Field Elementary School

PROJECT FUNDS ALLOTTED

\$138,886.00

Item	Description	Amount
40'x40' Single Hip Roof	Sun-Shade structure	\$100,000.00
Architectual Fees	Design	\$10,000.00
Soft Cost Fees	Management, DSA, Inspection	\$19,800.00
Contingency		\$9,086.00
TOTAL		\$138,886.00



Year 1 recommendation 2022 "playground resurfacing"

Field Elementary School

A background photograph of a playground. On the left, a large, light-colored, curved structure, possibly a slide or climbing frame, is visible. In the center, a person in a blue shirt is partially visible, seemingly interacting with the structure. The ground is covered in brown mulch. The image is slightly out of focus.

Year 1 recommendation
2022 "playground
resurfacing"

Area: 80'x40'

size: (2) 40'x40' | Single Hip
Roof | Height 15' | Posts: 4

Field Elementary School

Longfellow Elementary School

PROJECT FUNDS ALLOTTED

\$1,072,199.92

Item	Description	Amount
(9) 40'x40' Single Hip Roof	Sun-Shade structure (9 units)	\$450,000.00
(7) 30'x20' Single Hip Roof	Sun-Shade structure (7 units)	\$322,000.00
Architectual Fees	Design	\$77,200.00
Soft Cost Fees	Management, DSA, Inspection	\$152,856.00
Contingency		\$70,143.92
TOTAL		\$1,072,199.92



Year 1 recommendation 2022 "playground resurfacing"

Longfellow Elementary School



Year 1 recommendation 2022 "playground resurfacing

Area: 360'x40'

size:(9) 40'x40' | Single Hip
Roof | Height 15' | Posts: 4

Area: 30'x210'

size:(7) 30'x30' | Single Hip
Roof | Height 15' | Posts: 4 |

Longfellow Elementary School

Madison Elementary School

PROJECT FUNDS ALLOTTED

\$277,772.00

Item	Description	Amount
(4) 40'x40' Single Hip Roof	Sun-Shade structure (4 units)	\$200,000.00
Architectual Fees	Design	\$20,000.00
Soft Cost Fees	Management, DSA, Inspection	\$39,600.00
Contingency		\$18,172.00
TOTAL		\$277,772.00



Year 1 recommendation 2022 "playground resurfacing"

Madison Elementary School

An aerial photograph of a playground area, likely at Madison Elementary School. The image is framed by a red scalloped border. A red bracket on the right side of the image points to a specific area of the playground. Overlaid on the image are four white text boxes with red borders, providing details about a recommended playground resurfacing project for 2022. The text boxes are arranged vertically on the right side of the image.

Year 1 recommendation 2022
"playground resurfacing"

Area: 80'x80'

size:(4) 40'x40' | Single Hip
Roof | Height 15' | Posts: 4 |

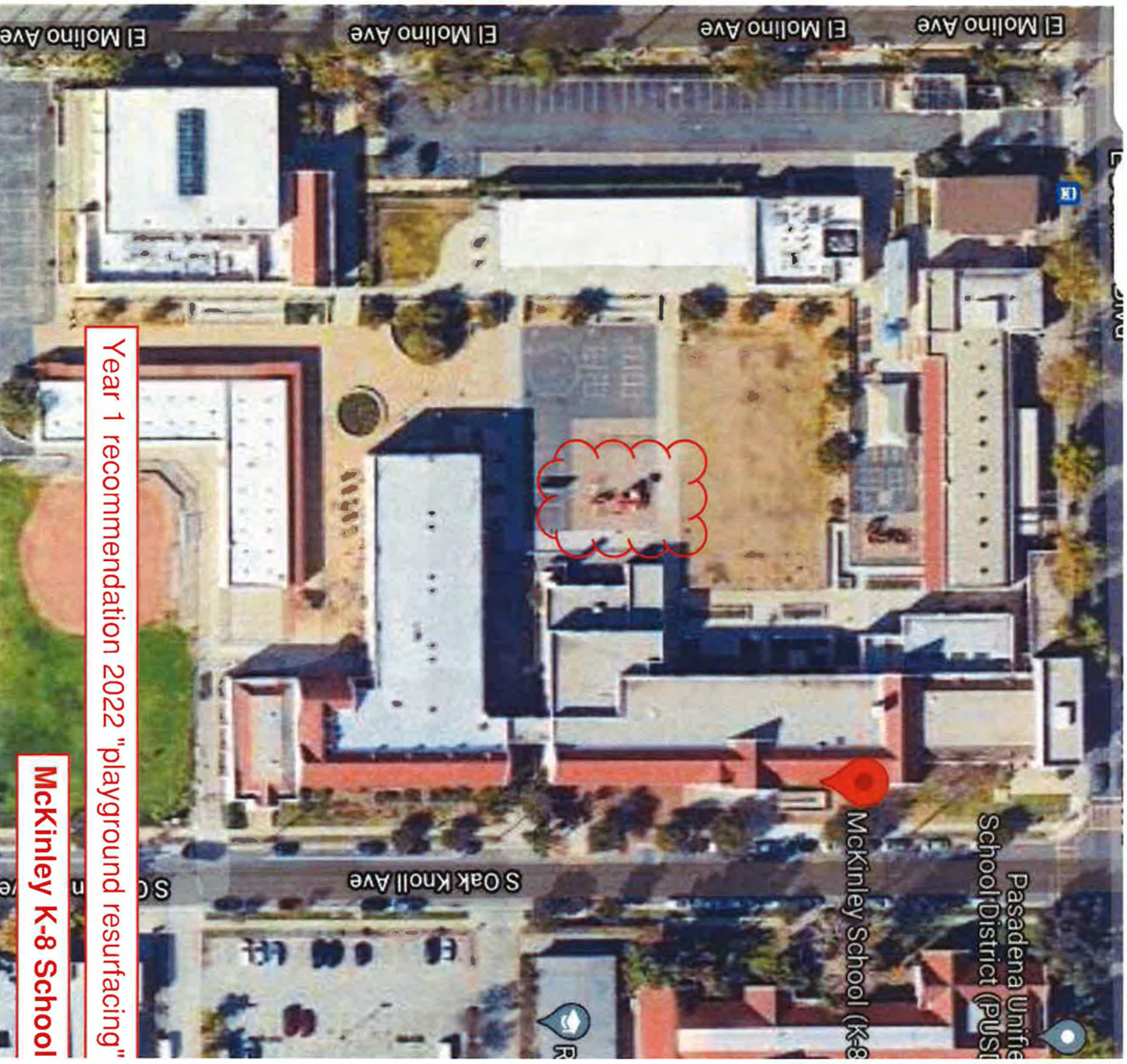
Madison Elementary School

McKinley Elementary School

PROJECT FUNDS ALLOTTED

\$138,886.00

Item	Description	Amount
Area 40'x80' Single Hip Roof	Sun-Shade structure (2 unit)	\$100,000.00
Architectual Fees	Design	\$10,000.00
Soft Cost Fees	Management, DSA, Inspection	\$19,800.00
Contingency		\$9,086.00
TOTAL		\$138,886.00



Year 1 recommendation 2022 "playground resurfacing"

McKinley K-8 School



Year 1 recommendation 2022
"playground resurfacing"

Area: 40'x80'

size:(2) 40'x40' | Single Hip
Roof | Height 15' | Posts: 4 |

McKinley K-8 School

Norma Coombs Elementary School

PROJECT FUNDS ALLOTTED

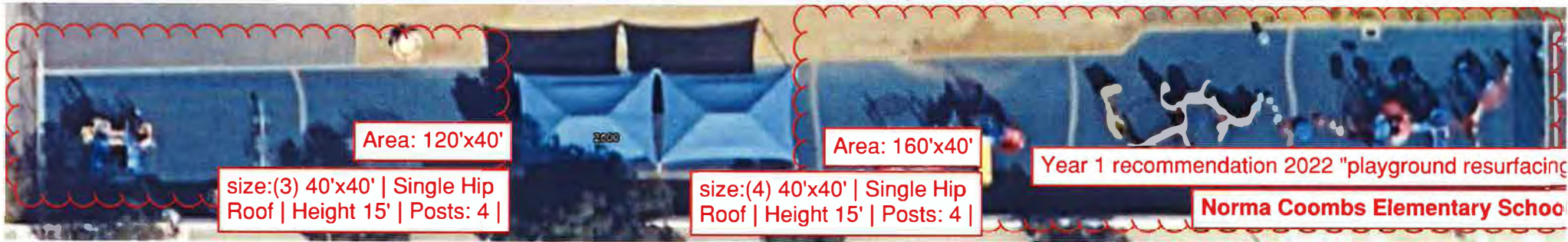
\$463,879.24

Item	Description	Amount
Area 120'x40' Single Hip Roof	Sun-Shade structure (4 units)	\$184,000.00
Area 160'x40' Single Hip Roof	Sun-Shade structure (3 units)	\$150,000.00
Architectual Fees	Design	\$33,400.00
Soft Cost Fees	Management, DSA, Inspection	\$66,132.00
Contigency		\$30,347.24
TOTAL		\$463,879.24



Year 1 recommendation 2022 "playground resurfacing"

Norma Coombs Elementary School



Webster Elementary School

PROJECT FUNDS ALLOTTED

\$624,987.00

Item	Description	Amount
Area 120'x80' Single Hip Roof	Sun-Shade structure (3 units)	\$300,000.00
Area 40'x40' Single Hip Roof	Sun-Shade structure (1 unit)	\$150,000.00
Architectual Fees	Design	\$45,000.00
Soft Cost Fees	Management, DSA, Inspection, Testing	\$89,100.00
Contingency		\$40,887.00
TOTAL		\$624,987.00



Year 1 recommendation 2022 "playground resurfacing"

Area: 120'x80'

size: (6) 40'x40' | Single Hip
Roof | Height 15' | Posts: 4 |

Area: 40'x120'

size: (3) 40'x40' | Single Hip
Roof | Height 15' | Posts: 4 |

Webster Elementary School

Year 2 - Summer 2023

Altadena Elementary School

PROJECT FUNDS ALLOTTED

\$416,658.00

Item	Description	Amount
Area 80'x120' Single Hip Roof	Sun-Shade structure (6 units)	\$300,000.00
Architectual Fees	Design	\$30,000.00
Soft Cost Fees	Management, DSA, Inspection	\$59,400.00
Project Contingency		\$27,258.00
TOTAL		\$416,658.00



Year 2 recommendation 2023 "playground resurfacing"

Altadena Elementary School



Year 2 recommendation 2023 "playground resurfacing"

Area: 80'x120'

size: (6) 40'x40' | Single Hip
Roof | Height 15' | Posts: 4 |

Altadena Elementary School

Don Benito Elementary School

PROJECT FUNDS ALLOTTED

\$69,443.00

Item	Description	Amount
40'x40' Single Hip Roof	Sun-Shade structure	\$50,000.00
Architectual Fees	Design	\$5,000.00
Soft Cost Fees	Management, DSA, Inspection	\$9,900.00
Contigency		\$4,543.00
TOTAL		\$69,443.00



Year 2 recommendation 2023 "playground resurfacing"

Don Benito Elementary School



Year 2 recommendation 2023
"playground resurfacing"

Area: 40'x40'

size: (1) 40'x40' | Single Hip
Roof | Height 15' | Posts: 4

Don Benito Elementary School

Hamilton Elementary School

PROJECT FUNDS ALLOTTED

\$138,886.00

Item	Description	Amount
(2) 40'x40' Single Hip Roof	Sun-Shade structure (2 units)	\$100,000.00
Architectual Fees	Design	\$10,000.00
Soft Cost Fees	Management, DSA, Inspection	\$19,800.00
Contingency		\$9,086.00
TOTAL		\$138,886.00



Year 2 recommendation 2023 "playground resurfacing"

Hamilton Elementary School



Year 2 recommendation 2023
"playground resurfacing"

Area: 40'x80'

size: (2) 40'x40' | Single Hip
Roof | Height 15' | Posts: 4 |

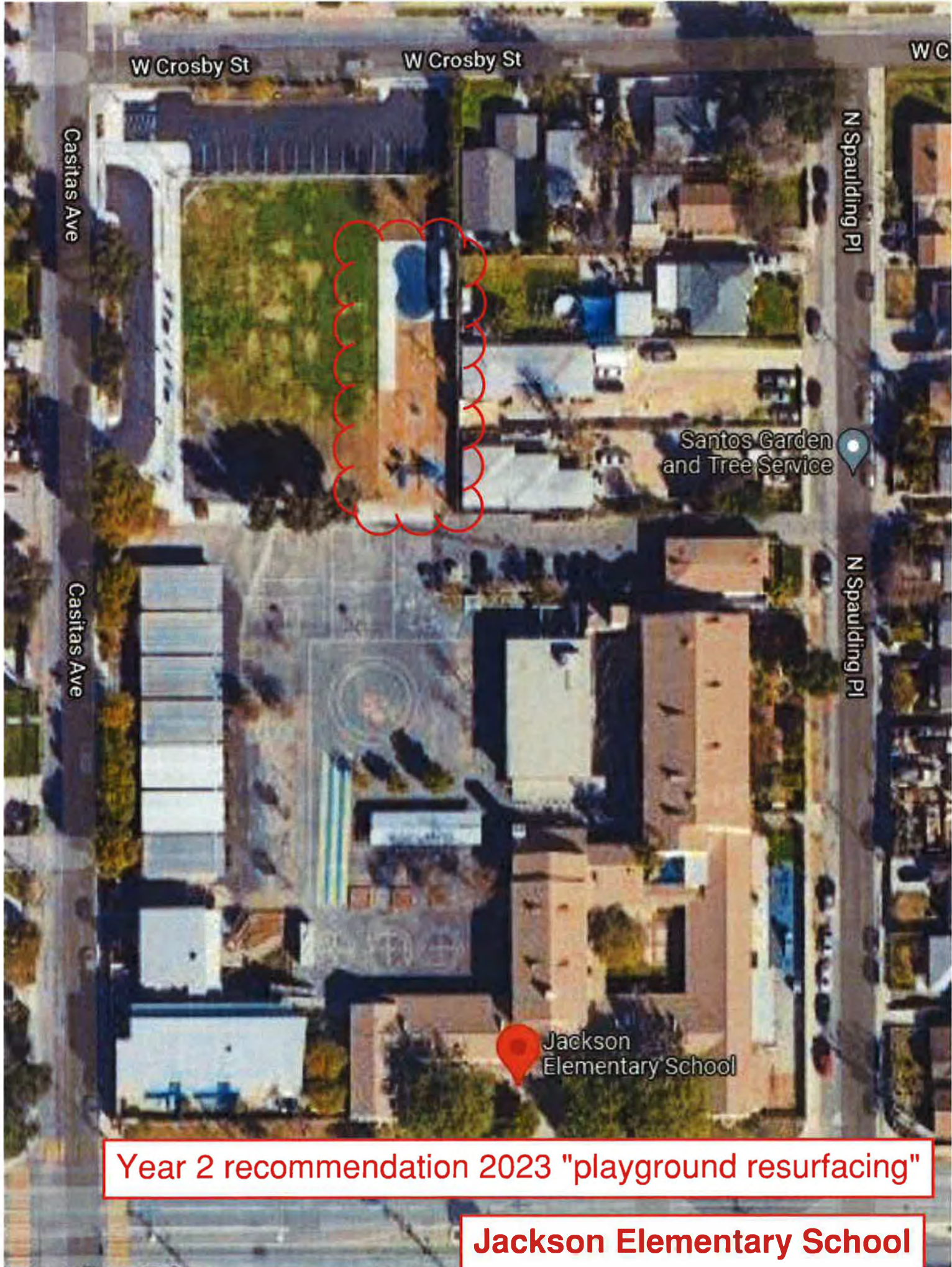
Hamilton Elementary School

Jackson Elementary School

PROJECT FUNDS ALLOTTED

\$208,329.00

Item	Description	Amount
(3) 40'x40' Single Hip Roof	Sun-Shade structure (3 units)	\$150,000.00
Architectual Fees	Design	\$15,000.00
Soft Cost Fees	Management, DSA, Inspection	\$29,700.00
Contingency		\$13,629.00
TOTAL		\$208,329.00



Year 2 recommendation 2023 "playground resurfacing"

Jackson Elementary School



Year 2
recommendation
2023
"playground
resurfacing"

Area: 40'x120'

size:(3) 40'x40' | Single
Hip Roof | Height 15' |
Posts: 4

Jackson ES

Washington Elementary School

PROJECT FUNDS ALLOTTED

\$624,987.00

Item	Description	Amount
Area 40'x40' Single Hip Roof	Sun-Shade structure (1 unit)	\$50,000.00
Area 160' x 80' Single Hip Roof	Sun-Shade structure (8 units)	\$400,000.00
Architectual Fees	Design	\$45,000.00
Soft Cost Fees	Management, DSA, Inspection	\$89,100.00
Contingency		\$40,887.00
TOTAL		\$624,987.00



Year 2 recommendation 2023 "playground resurfacing"

Washington Elementary School

An aerial photograph of a blue playground structure at Washington Elementary School. The structure is a large, blue, single-hip roofed playhouse. It is surrounded by a paved area. A red scalloped line outlines the structure and its immediate surroundings. Three red-bordered text boxes are overlaid on the image, providing details about the structure. The background shows some trees and a building.

Year 2
recommendation 2023
"playground
resurfacing"

Area: 40'x40'

size:(1) 40'x40' | Single Hip
Roof | Height 15' | Posts: 4 |

Washington Elementary School

An aerial photograph of a school playground. The playground is a large, dark blue rectangular area. On the left side, there is a large, dense green tree. In the center-right of the playground, there is a complex play structure with multiple slides and platforms. The entire image is framed by a red dashed border.

Year 2 recommendation 2023 "playground resurfacing"

Area: 160'x80'

size:(8) 40'x40' | Single Hip
Roof | Height 15' | Posts: 4 |

Washington Elementary School

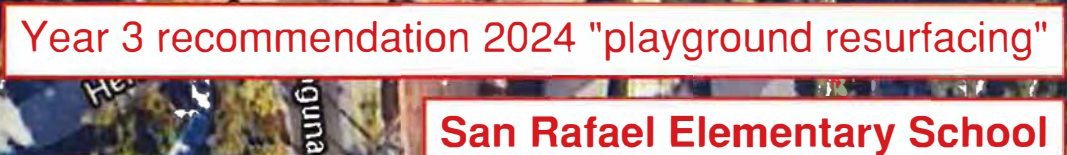
Year 3 - Summer 2024

San Rafael Elementary School

PROJECT FUNDS ALLOTTED

\$69,443.00

Item	Description	Amount
Area 40'x40' Single Hip Roof	Sun-Shade structure (1 unit)	\$50,000.00
Architectual Fees	Design	\$5,000.00
Soft Cost Fees	Management, DSA, Inspection	\$9,900.00
Contingency		\$4,543.00
TOTAL		\$69,443.00





Canopy Extension requested

Year 3 recommendation 2024 "playground resurfacing"

Area: 80'x40'

size:(2) 40'x40' | Single Hip
Roof | Height 15' | Posts: 4 |

Area: 40'x40'

size:(1) 40'x40' | Single Hip
Roof | Height 15' | Posts: 4 |

San Rafael Elementary School

Sierra Madre Elementary School

PROJECT FUNDS ALLOTTED

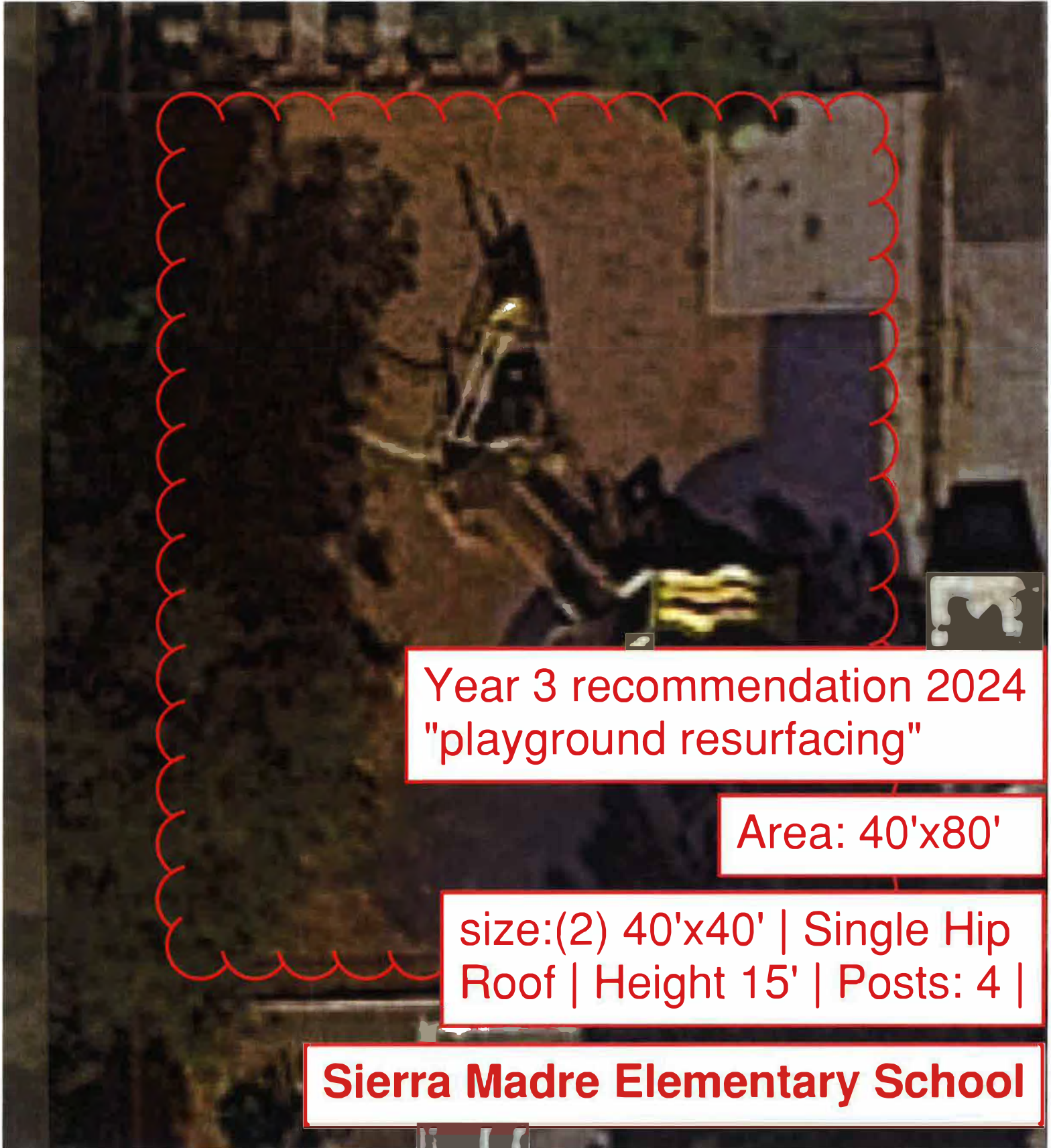
\$138,886.00

Item	Description	Amount
Area 40'x40' Single Hip Roof	Sun-Shade structure (1 unit)	\$50,000.00
Area 40'x40' Single Hip Roof	Sun-Shade structure (1 unit)	\$50,000.00
Architectual Fees	Design	\$10,000.00
Soft Cost Fees	Management, DSA, Inspection	\$19,800.00
Contingency		\$9,086.00
TOTAL		\$138,886.00



Year 3 recommendation 2024 "playground resurfacing"

Sierra Madre Elementary School



Year 3 recommendation 2024
"playground resurfacing"

Area: 40'x80'

size:(2) 40'x40' | Single Hip
Roof | Height 15' | Posts: 4 |

Sierra Madre Elementary School

Willard Elementary School

PROJECT FUNDS ALLOTTED

\$69,443.00

Item	Description	Amount
Area 40'x40' Single Hip Roof	Sun-Shade structure (1 unit)	\$50,000.00
Architectual Fees	Design	\$5,000.00
Soft Cost Fees	Management, DSA, Inspection	\$9,900.00
Contingency		\$4,543.00
TOTAL		\$69,443.00



E Del Mar Blvd

E Del Mar Blvd

Madre St

Madre St

Willard
Elementary School

Year 3 recommendation 2024 "playground resurfacing"

Willard Elementary School

An aerial photograph of a school playground, enclosed within a red scalloped border. The playground features a blue safety mat and a brick building in the background. A large tree with yellow-green foliage is on the left side of the image.

Year 3 recommendation
2024 "playground
resurfacing"

Area: 40'x40'

size:(1) 40'x40' | Single Hip
Roof | Height 15' | Posts: 4 |

Willard Elementary School



FULLERTON JOINT UNION HIGH SCHOOL DISTRICT
1051 W. Bastanchury Road
Fullerton, CA 92833
(714) 870-2819

Bid Number: 2122-02

Project Location: Districtwide

**Project Title: Shade Structures Brand
DSA Preapproved Shade Structures
“or Equal”**

NOTICE CALLING FOR BIDS

Notice is hereby given that the governing board (“Board”) of the Fullerton Joint Union High School District (“District” or “Owner”) will receive sealed bids for the following project, Bid No. 2122-02, **Shade Structures Brand DSA Preapproved Shade Structures “or Equal”** (“Project” or “Contract”):

Bidders shall submit bids for the award of a contract for Districtwide - DSA Preapproved Shade Structures) with all costs for materials, site work and installation included.

Sealed Bids from bidders will be received at the time/date/location indicated here, at or after which time the bids will be opened and publicly read aloud (“Bid Submission Deadline”):

**Facilities and Construction Department, Fullerton Joint Union High School District,
1051 W. Bastanchury Road, Fullerton, CA 92833
Time: September 30, 2021 at 11:00am**

Pursuant to Public Contract Code sections 20118 and 20652, the District intends for other California public entities to be able to “piggyback” off of the terms of this bid if awarded.

All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Project Documents, including, but not limited to, the Information for Bidders.

As security for its Bid, each bidder shall provide with its Bid form either (1) a bid bond issued by an admitted surety insurer on the form provided by the District, (2) cash, or (3) a cashier's check or a certified check, drawn to the order of the District, in the amount of ten percent (10%) of the total bidprice. This bid security shall be a guarantee that the Bidder shall, within the time frame required in the Project Documents, enter into the contract to perform the Project.

The successful Bidder shall be required to furnish a 100 % Performance Bond and a 100% Payment Bond if it is awarded the contract to perform the Project.

This is a public works project. The successful bidder and all of its subcontractors of all tiers shall register with the Department of Industrial Relations (DIR) as a contractor that is working on a public works project and shall pay all workers on all work on the Project not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the DIR, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code (other than the companies that manufacture and deliver ready mixed concrete directly to construction sites using their own drivers, pending the final adjudication of *Allied Concrete & Supply Co., v Edmund Gerald Brown J., et al.*, United States District Court, Central District of California, Case No. 2:16-cv-04830-RGK (FFM)**). Prevailing wage rates are available from the District or on the Internet at: <http://www.dir.ca.gov>.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a) in which circumstance the contractor or subcontractor is ineligible to respond to a bid or to do public work]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015). This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The District requires that each bidder possess the following classification(s) of contractor's license(s) at the time the bid is submitted:

<u>Bid No.</u>	<u>Description</u>	<u>License</u>
2122-02	DSA Preapproved Shade Structures	B

The Bidder's license(s) must remain active and in good standing at the time of the bid opening and throughout the term of the Agreement.

The Project Documents are on file at the following location: **Crisp Imaging**. The Project Documents include the plans and specifications pursuant to which the Project is to be constructed and upon which the bidders are to base their bids.

Option 1: View and/or Download from **Crisp Imaging Planwell** site by following these directions:

- Access the site by going to Internet Explorer to connect to www.crispimg.com
- Click on **Planwell** go to Public Planroom search by FJUHSd.

Option 2: Purchase CD (Compact Disc) or paper bid documents by following these directions:

- Send email request to planwell@crispimg.com . Reference in the e-mail title. Call helpdesk at (866) 522-8475. Ask for the Planwell Department.
-

Substitutions: Any product substitution must be submitted ten (10) days prior to bid opening.

All inquiries about the project are to be directed to Maria Rafael, (714) 870-2819

The District's Board has found and determined that specific item(s) shall be used on this Project based on the purpose(s) indicated in Public Contract Code section 3400(c). A full list of those items are attached to the Project Documents and can be found at [Facilities and Construction / District Standards](#)

Pursuant to Public Contract Code section 22300, the Agreement will contain provisions permitting the successful bidder to substitute securities for any monies withheld by the District to ensure performance under the Agreement or permitting payment of retentions earned directly into escrow.

The District shall award the Agreement, if it awards it at all, to the lowest responsive responsible bidder based on: **The base bid amount only.**

The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Prior to the Bid Submission Deadline, any bidder may withdraw its bid in person or by written request. No bids may be withdrawn between the Bid Submission Deadline and the ninetieth (90th) calendar day thereafter, inclusive, and all bids shall be effective throughout that entire ninety (90) day period.

Date of this Notice: August 31, 2022

Fullerton Joint Union High School District

By: _____
Todd Butcher
Exec. Director of Facilities and Construction

ADVERTISED IN: Orange County Register

ADVERTISEMENT DATES: September 2, 2021
September 9, 2021



FULLERTON JOINT UNION HIGH SCHOOL DISTRICT
1051 West Bastanchury Road, Fullerton, California 92833-2247
Facilities and Construction

www.fjuhsd.org
(714) 870-2818

July 27, 2021

Ben Cover
Senior Regional Manager
USA SHADE & Fabric Structures

RE: Shade Structures, Inc. dba USA SHADE & Fabric Structures Fee Increase

Mr. Cover:

At the July 20, 2021 Board Meeting, the Fullerton Joint Union High School Board members approved the fee increase of 1.42% for Shade Structures, Inc. dba USA SHADE & Fabric Structures agreement, Bid #1819-11 (EC 2018/19 #215) for the 2021/22 school year.

Sincerely,

Todd Butcher
Executive Director of Facilities and Construction



FULLERTON JOINT UNION HIGH SCHOOL DISTRICT
1051 West Bastanchury Road, Fullerton, California 92833-2247
Facilities and Construction

www.fjuhsd.org
(714) 870-2818

June 21, 2021

Ben Cover
Senior Regional Manager
USA SHADE & Fabric Structures

RE: Shade Structures, Inc. dba USA SHADE & Fabric Structures

Mr. Cover:

At the June 8, 2021 Board Meeting, the Fullerton Joint Union High School Board members approved the renewal of Shade Structures, Inc. dba USA SHADE & Fabric Structures agreement, Bid #1819-11 (EC 2018/19 #215) for the 2021/22 school year.

Sincerely,

Todd Butcher
Executive Director of Facilities and Construction



Temple City Unified School District
Board of Education Meeting

AGENDA REPORT

DATE: June 29, 2020

TO: Board of Education Members

FROM: Dr. Kimberly Fricker, Superintendent

SUBJECT: Shade Structures for School Sites

PRESENTED BY: Marianne Sarraill, Chief Business Official

RECOMMENDATION

Approve the purchase and installation of shade structures, from USA Shade and Fabric Structures, at all school sites based on the attached plan. The company's engineer will review the details of this plan and slight modifications may be needed while not exceeding the overall project budget.

BACKGROUND/ANALYSIS:

Students and staff need additional shade on all school sites to be protected from the sun during lunch and outdoor activities. Additionally with new requirements and changes to the educational environment due to COVID-19, this will provide additional opportunities for outdoor learning spaces.

The shade structures provided in this plan have DSA approval, which will allow a quicker installation timeline. Additionally the district is able to use a piggyback bid from Fullerton Unified that provide best pricing.

Shade structures were an approved component of the Measure S Bond and paid with Bond Funds.

FISCAL IMPACT/ FUNDING SOURCE:

Not to exceed \$ 1,545,000

This project will be paid with Measure S Bond Fund 21

PREPARED BY: Marianne Sarraill, Chief Business Official *MS*



USASHADE
& Fabric Structures®

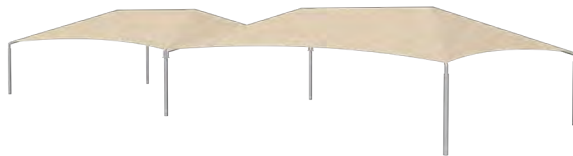
California Division of the State Architect Pre-Check Models



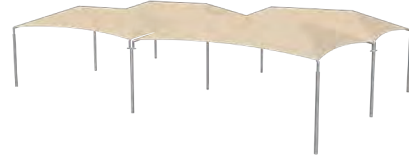
four-post hip



four-post hip joined



four-post hip joined quad



NEW SIZE FOUR-POST HIP! | UPDATED ENTRY HEIGHT ON HIP STRUCTURES!

mariner



joined mariner



quad mariner



UPDATED ENTRY HEIGHT ON MARINERS!

single full cantilever hip



single full cantilever hip joined



single tri-truss cantilever



single tri-truss cantilever joined



UPDATED ENTRY HEIGHT ON CANTILEVERS!

3-point sail and 3-point sail joined



4-point sail and 4-point sail joined



UPDATED ENTRY HEIGHT ON SAILS!

triangle



hexagon



single post pyramid



single post pyramid cantilever



NEW SIZES!

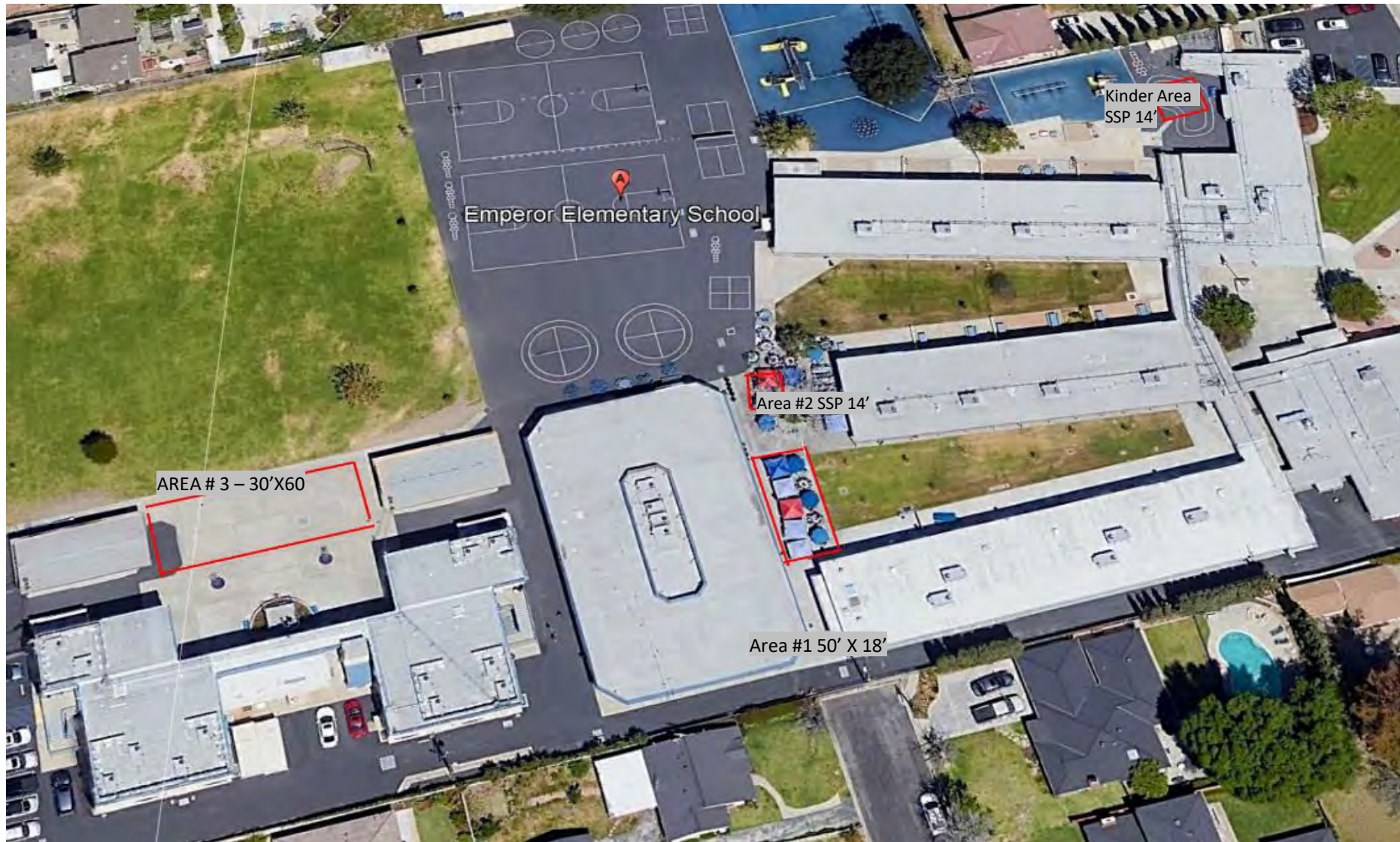
NEW PRODUCT!

NEW SIZES!

NEW PRODUCT!

Contact a shade expert for DSA PC Model details at 800.307.4233 or visit usa-shade.com

Emperor Elementary School



Emperor E.S.

Area #1 Joined Hip 50' X 18

\$47,000 - \$53,000

Area #2 Single Post Pyramid Cantilever

\$14,000 - \$17,000

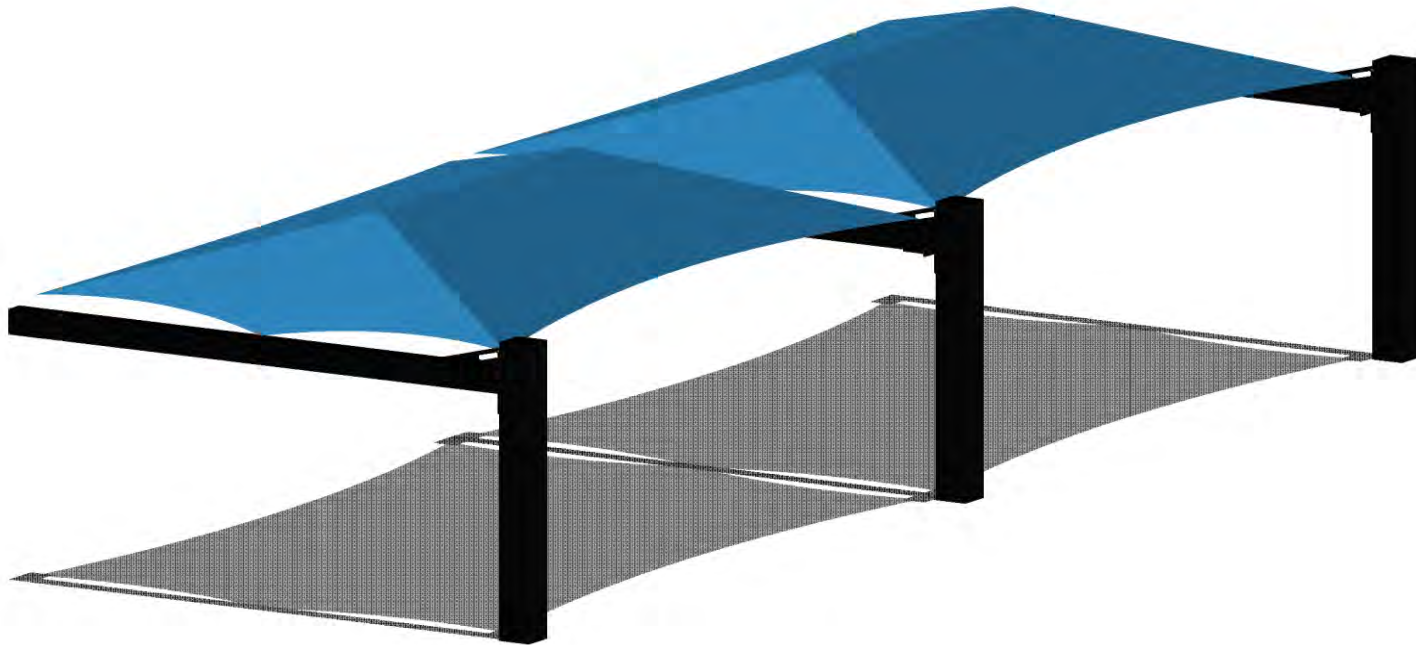
Area #3 Joined Hip Structure 30'X60'

\$50,000 - \$55,000

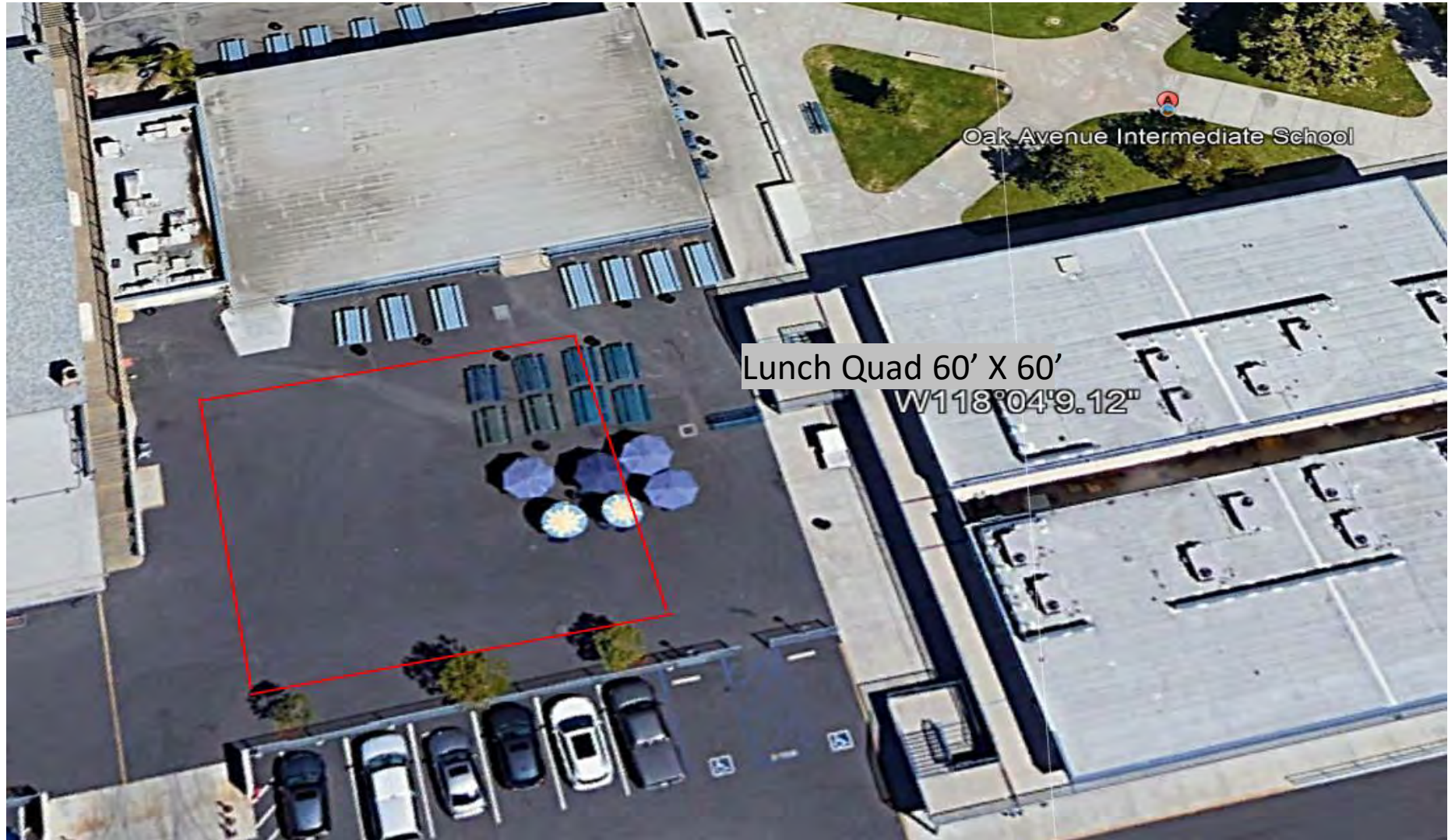
Area #4 Joined Cantilever 50' x 20'

\$60,000 - \$65,000

Estimated Total - \$160,000 - \$180,000



Oak Intermediate School



Oak Intermediate

Lunch Area Quad- 60' X 60'

ESTIMATED TOTAL \$108,000 - \$113,000



Temple City High School

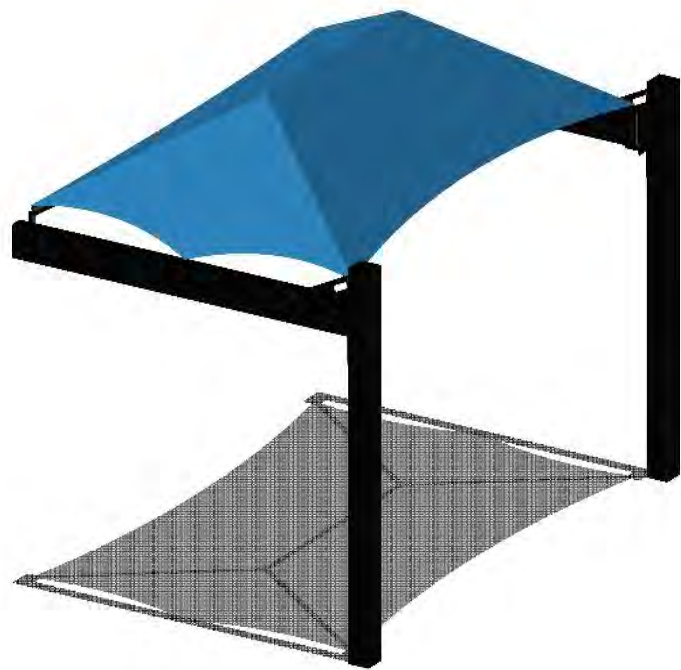


Temple City H.S

100-200 Quad – Quantity 3 – Full single Cantilever – 30’ X 20’
South 600 Area – Full Single Cantilever Qty 3 - 25’ X 20’
Center Area – Hexagon 40’
Estimated Total - \$233,000 - \$257,000

\$40,000 - \$45,000 Each = \$120,000- \$125,000
\$40,000 - \$45,000 EACH = \$120,000 - \$135,000
\$43,000 - \$48,000

Full Single Cantilever



Hexagon



Dr Doug Sears Learning Center



Dr. Doug Sears Learning Center

Quantity 2 – Single Post Pyramid Cantilever

\$14,000 - \$17000 Each = \$28,000-\$34,000

ESTIMATED TOTAL - \$28,000 - \$33,000



Longden Elementary School



Longden E.S.

Kinder Area - SSP Cantilever 14'

Kinder Area – Triangle 25' X 25' 25'

Blacktop South Main Quantity (5) Full Single Cantilevers
28' X 20'

Estimated Total - \$185,000 - \$195,000

\$14,000 - \$17,000

\$20,000 - \$25,000

\$40,000 - \$45,000 Each = \$200,000 - \$225,000

TRIANGLE



Full Single Cantilevers



La Rosa Elementary School



La Rosa Elementary School

Lunch Area Joined Hips 30'X 80'

Playground Area Structure #1 - 24'X24'

Playground Area Structure #2 – 30'X24'

Playground Area Structure #3 – 35'X24'

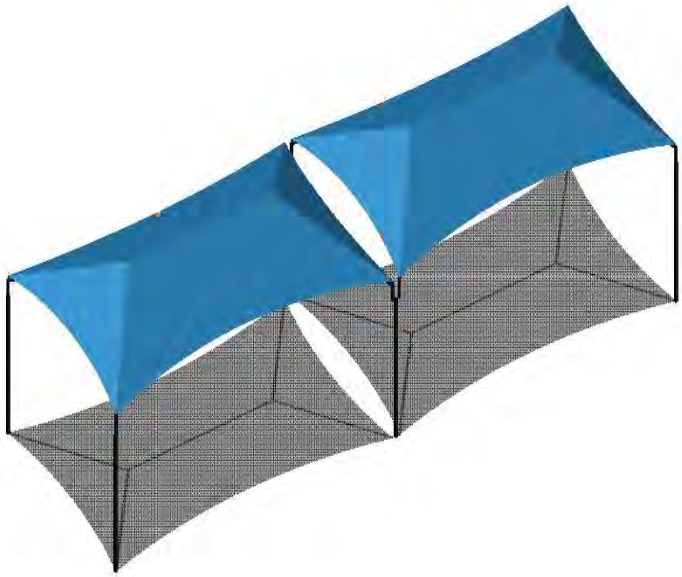
\$77,000 - \$82,000

\$24,000 - \$29,000

\$25,000 - \$29,000

\$35,000 - \$40,000

Joined Hips



Hip Structure



La Rosa Elementary

Playground Area #2	Structure #1 - 34'X24'X15'	\$35,000 - \$40,000
Playground Area #2	Structure #1 - 34'X24'X15'	\$35,000 - \$40,000
Playground Area #3	Structure #1 - 30'X50'X15'	\$58,000 - \$63,000
Playground Area #3	Structure #2 - 30'X40'X15'	\$35,000 - \$40,000
Playground Area #4	Structure #1 - 26'X30'X10'	\$25,000 - \$29,000

ESTIMATED TOTAL - \$347,000 - \$357,000

Hip Structure



Hip Structure



Cloverly Elementary School



Cloverly Elementary School

Kindness Garden Structure

- Option #1 Single Post Pyramid 20'
- Option #2 Hip Structure 20'X20'

- \$17,000 - \$22,000
- \$21,000 - \$26,000

Lunch Area – Hip Structure 40'X40

- \$39,000 - \$44,000

First Quad- Full Single Cantilevers quantity 4 - 22'X14'

- \$40,000 - \$45,000 EACH = \$160,000 - \$180,000

Second Quad – FS Cantilever Quantity of 4 – 22'X14'

- \$40,000 - \$45,000 EACH = \$160,000 - \$180,000

Third Quad – FS Cantilever Quantity of 3 – 23'X14'

- \$40,000 - \$45,000 EACH = \$120,000 - \$135,000

ESTIMATED TOTAL - \$399,000 - \$410,000

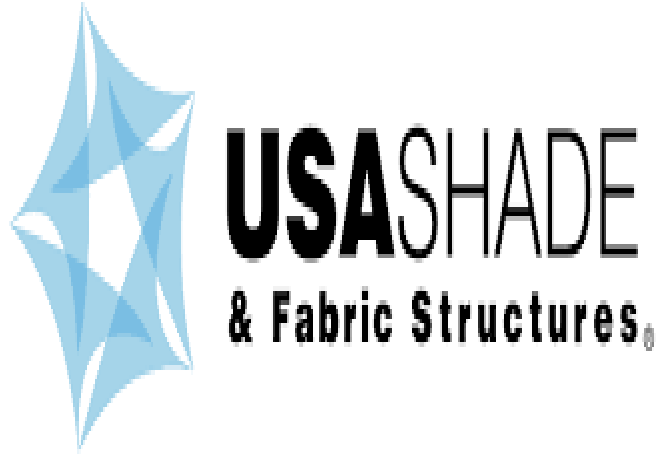


COLORSHADE FABRIC

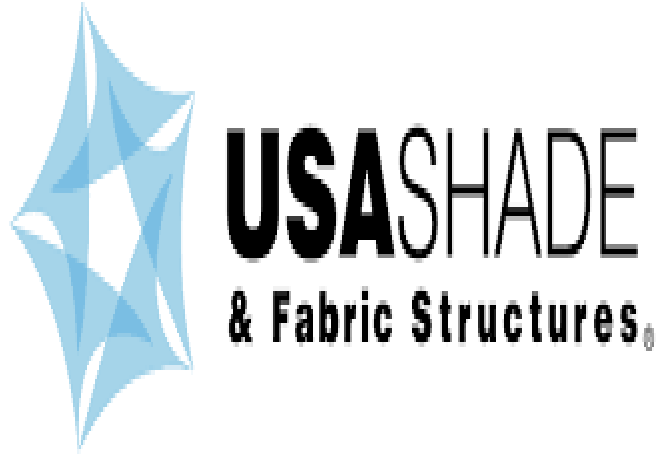
- Reduces temperature by 20 – 30 degrees
- Allows air flow
- Provides UV protection
- DSA Approved – No additional wait time
- Inexpensive

WATERPROOF FABRIC

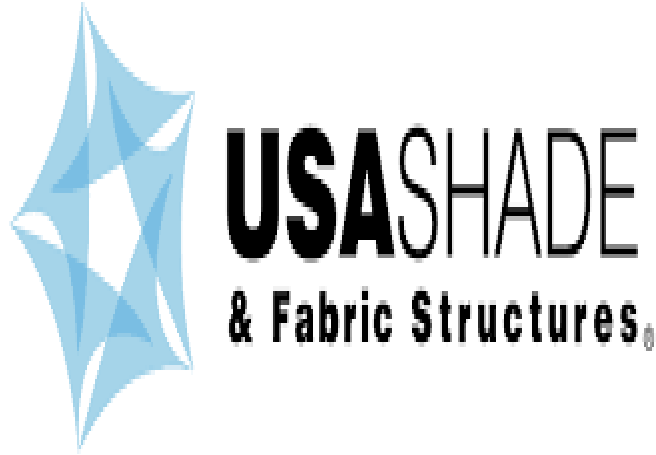
- NOT DSA PRE-APPROVED – Custom DSA – 12 months minimum to get approved.
- Expensive – Increases structure price by 150%
- Does not provide as much air flow or circulation



- **ROM pricing based off of Fullerton Joint Unified High School district Piggyback bid.**
- Final sizes determined upon Site review with construction manager to access installation and possible obstructions



- ROM pricing includes engineering, materials, installation, tax, and freight.
- Pricing assumes standard drilled pier footings, Colourshade[®] FR HDPE mesh fabric, and standard powder coat color.
- Pricing excludes permits, permit fees, special inspections, and costs related to unforeseen underground obstacles.



- **USA Shade to do onsite review with our construction manager.**
- **USA Shade will coordinate with selected architects**
- **USA Shade will assign a project manager to coordinate all aspects of the project from start to finish**

COLOURSHADE® FR FABRIC



BLUE

Shade Factor 80%
UV Factor 85%

GREEN

Shade Factor 80%
UV Factor 85%

RED

Shade Factor 80%
UV Factor 86%

TERRACOTTA

Shade Factor 75%
UV Factor 82%

DESERT SAND

Shade Factor 80%
UV Factor 92%



YELLOW

Shade Factor 80%
UV Factor 89%

SILVER

Shade Factor 80%
UV Factor 81%



Colourshade® fabrics carry a 10 year limited manufacturers warranty from the date of installation against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration, with the exception of Red and Coolbrella fabrics which carry a 3 year limited warranty.

Fabric colors may vary slightly based on the media of which they are printed on or distributed as pdf.

www.usa-shade.com

STANDARD POWDER COAT COLORS CHART

BLACK
115618BLK



COBALT
115618CBB



BLUE
115618BLU



FOREST GREEN
115618FRG



RED
115618RED



YELLOW
115618YLW



DARK BROWN
115618DBW



LIGHT IVORY
115893



WHITE
115618WHT



TELE-GRAY
115892



These color charts are very highly detailed and are not to be used as a guide for color selection.

US-03-2015
US000355

www.usa-shade.com



USASHADE
& Fabric Structures®

Laura Frantzen
Regional Manager
(805) 249-8153 M
Lfrantzen@usa-shade.com



**CALIFORNIA DEPARTMENT OF FORESTRY and FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL**

REGISTERED FLAME RESISTANT PRODUCT

Product:

COLOURSHADE 190/F5

Registration No.

F-52001

Product Marketed By:

**MULTIKNIT (PTY) LTD
BOX 798 WHITE RIVER 1240
MPUMALANGA SOUTH AFRICA**

MICHAEL@SUGIMURA.COM

This product meets the minimum requirements of flame resistance established by the California State Fire Marshal for products identified in Section 13115, California Health and Safety Code.

The scope of the approved use of this product is provided in the current edition of the **CALIFORNIA APPROVED LIST OF FLAME RETARDANT CHEMICALS AND FABRICS, GENERAL AND LIMITED APPLICATIONS CONCERNS** published by the California State Fire Marshal.

Deputy State Fire Marshal

Expire: 6/30/2020

PRE-CHECK (PC) DESIGN CRITERIA FOR OPEN FABRIC SHADE STRUCTURES: 2019 CBC

Disciplines: All

History: Issued 03/27/20

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

PURPOSE: This Interpretation of Regulations (IR) clarifies requirements relating to pre-check (PC) submittals to promote uniform statewide criteria for code compliance in design and plan review of open fabric shade structures for projects under DSA jurisdiction. The PC Design Criteria documents were created by DSA as a means for the responsible engineer to demonstrate code compliance when developing and submitting construction documents for DSA review.

The provisions of this IR are intended to be a tool to identify and highlight the common and unique, critical and/or overlooked code requirements that must be considered and incorporated into the design, as applicable, to provide a complete and consistent set of construction documents accepted at all DSA regional offices. Other methods proposed by design professionals to solve a particular issue may be considered by DSA and reviewed for code and regulation compliance, subject to concurrence of DSA Codes and Standards Unit. For methods not specifically prescribed in the code, see California Building Code (CBC) Section 104.11.

Appendix A is provided as a guide to assist design professionals and DSA plan reviewers when preparing and reviewing site-specific project applications that incorporate PC fabric shade structures designed in accordance with this IR.

SCOPE: The provisions of this IR apply to 2019 PC plans for new open fabric shade structures submitted to DSA under the 2019 CBC after January 1, 2020. Open fabric shade structures are defined as exterior free-standing structures with open sides and a fabric canopy covering the top surface. They are used for various occupancies. Structural framing shall provide support for the canopy for all vertical and lateral loads.

As noted in *BU 18-01: Applicability of Pre-Check (PC) Design Criteria for Non-PC Projects*, these provisions shall also be considered and incorporated in site-specific submittals for structures of the same project type, even if the submittal is not part of a PC application.

BACKGROUND: The PC approval process is intended to streamline DSA plan review by providing a procedure for approving the design of commonly used structures prior to the submittal of plans to DSA for construction projects. The PC approval process allows designers to incorporate designs for structures that have already been “prechecked” by DSA into their plans for actual site-specific construction projects. The design criteria provided in this document are neither regulations nor law and are not appropriate for verbatim inclusion in project specifications. The design professional in responsible charge is responsible for specifying and detailing requirements for each project. Additional information regarding the design and site application of PC structures can be found in the following documents:

- Procedure *PR 07-01: Pre-Check Approval*
- Policy *PL 07-02: Over-the-Counter Review of Projects Using Pre-Check Approved Designs*

PRE-CHECK (PC) DESIGN CRITERIA FOR OPEN FABRIC SHADE STRUCTURES

1. GENERAL:

1.1. Pre-Check Approval Requirements: See PR 07-01 for a more detailed list of items that are required for all PC submittals (e.g., design information on coversheet, example form *DSA 103: List of Required Structural Tests and Special Inspections* on the drawings, PC sheet index, etc.). The documents required to be submitted for PC approval are listed on form *DSA 3: Project Submittal Checklist*. Site-specific information is not necessary as that information will be provided when a specific construction project is submitted for DSA review.

1.2. Design Information on the Coversheet: See PR 07-01 Section 2.4 and Appendices B & C. Indicate snow and ice loads allowed. Note 0 pounds per square foot (psf) if not used in design.

The following information, as minimum, must be included in the design drawings or specifications. This is not intended to be an all-inclusive list, and additional items may be required:

1.2.1. Applied design loads.

1.2.2. Base reactions for each load case at points of support.

1.2.3. Type of fabric, specified strength of fabric and seams for each part of structure.

1.2.4. The maximum cable allowable strength (S_a) per ASCE 19 Section 3.3.1 for each cable size in the PC.

1.2.5. The direction of the warp and fill.

1.2.6. Type and location of any mechanical connections.

1.3. Structural Tests and Special Inspections: Provide example form(s) DSA-103 on the drawings. Example form DSA-103 will be used as a guide to develop a site-specific form DSA-103 for the site-specific project. Example form(s) on the PC drawings will be crossed out when the site-specific form DSA-103 is provided during plan review. See PR 07-01 Section 2.5.

1.3.1 A qualified representative of Laboratory of Record (LOR) or approved Special Inspector shall verify all steel identification per CBC Section 2202A.1 and *IR 17-3: Structural Welding Inspection*, Section 3.2.3.

1.3.2 Only the site-specific form DSA-103 can incorporate exemptions from the required structural tests and special inspections in accordance with the Appendix of form DSA-103. Applicability and consideration of exemptions may be discussed during plan review for site-specific applications and shall be justified by the applicable project design professional for DSA review and approval. Refer to Appendix A for additional information.

1.4. Options and Variations: Provide checkboxes of options and variations if there is more than one configuration or design load criteria. See PR 07-01 Section 3 for more details, including the maximum number of options permitted in a single PC.

1.5. Design Parameters: Provide on the coversheet (and subsequent sheets as necessary) Design Information as defined in PR 07-01 Section 2.4 and Appendix B. If the PC includes design variations for multiple tiers or levels of the same design parameter(s), all or part of the Design Information should be presented in a checklist format and provide general direction to future users (design professionals and plan reviewers) for the application of the PC to site-specific projects. Additionally, refer to and coordinate with PL 07-02 Section

PRE-CHECK (PC) DESIGN CRITERIA FOR OPEN FABRIC SHADE STRUCTURES

3, which summarizes common site specific parameters to be verified at Over-the-Counter (OTC) plan reviews.

- 1.6. Risk Category and Occupant Load:** PC drawings must indicate the maximum Risk Category (RC) the structure is designed for in the Design Information section of the coversheet.

In addition, the Design Information section shall include a note requiring the intended Use and Occupancy be specified on the site-specific application drawings, so the DSA reviewer can verify the RC of the PC structure as it applies to the site in accordance with CBC Section 1604A.5. For this purpose, the PC drawings shall include a Code Analysis table with columns for the definition of Use and Occupancy classification per CBC Chapter 3, Occupant Load Factor (OLF) per CBC Table 1004.5 and total occupant load, to be completed by the design professional at time of the site specific application. The site-specific RC will be correspondingly be determined from the site-specific occupant load in accordance with CBC Table 1604A.5. Refer to Appendix A for additional information.

- 1.7. Flood Zone:** Design shall comply with CBC Section 1612A and procedure *PR 14-01: Flood Design and Project Submittal Requirements*.

- 1.7.1** Provide a note in the Design Information section indicating that when a site-specific project is located in a flood zone other than Zone X a letter stamped and signed from a geotechnical engineer is needed to validate the allowable soil values specified in the PC are still applicable.

This note may include an exemption for the validation letter for projects located in Zone D (undefined) if the applicant provides either (1) evidence from the local jurisdiction or a qualified design professional confirming the site is not in a flood hazard zone or (2) a geotechnical report written for improvements on the same campus and in accordance with the current CBC acknowledges the flood hazard but confirms it does not result in reduction of soil capacity values.

- 1.7.2.** Location of electrical elements shall conform to the American Society of Civil Engineers (ASCE) 24 Section 7.2 as required per procedure *PR 14-01: Flood Design and Project Submittal Requirements*, Section 1.2.1.

- 1.8. Geohazard Reports:** Provide a note in the Design Information section indicating that geohazard reports are not required for open fabric shade structures 1,600 Square Feet (Sq. Ft.) or less complying with the requirements of *IR A-4: Geohazard Report Requirements*, Section 3.1.1. Open fabric shade structures greater than 1,600 Sq. Ft. up to a maximum of 4,000 Sq. Ft. and complying with the requirements noted in *IR A-4* Section 3.1.1 do not require a geohazard report provided a geotechnical report indicates that no liquefaction potential exists.

- 1.9. Weather Protection:** PC drawings shall specify the type of weather protection selected for all weather-exposed steel members (structural steel and cold-formed steel) in accordance with CBC Section 2203A.1.

- 1.9.1.** Structural steel shall be one of the following:

- Hot-dip galvanized, minimum American Society for Testing Materials (ASTM) A123 or A153 Class D, as applicable.
- Painted with zinc-rich primer, undercoat and finish coat; or equivalent paint system.

- 1.9.2.** Cold-formed steel members shall be 55 percent aluminum-zinc alloy coated per ASTM A792/A792M standard in accordance to the American Iron and Steel Institute (AISI) S240 Table A4-1, CP 90 coating designation.

PRE-CHECK (PC) DESIGN CRITERIA FOR OPEN FABRIC SHADE STRUCTURES

- 1.9.3.** Cables shall be stainless steel or galvanized per ASCE 19 Sections 6.0 and 6.1.
- 1.9.4.** All exposed steel fasteners, including cast-in-place anchor bolts/rods, shall be stainless steel (Type 304 minimum), hot-dip galvanized (ASTM A153 Class D minimum or ASTM F2329), or protected with corrosion-preventive coating that demonstrated no more than 2 percent of red rust in minimum 1,000 hours of exposure in salt spray test per ASTM B117. Zinc-plated fasteners do not comply with this requirement. Examples of proprietary coatings that do comply with the 1000-hour requirement include, but are not necessarily limited to, the following: Quik Guard by Simpson, Kwik-Cote by Hilti, Stalgard by Elco, vistaCorr by SFS intec, etc.
- 1.9.5.** Post-installed anchors used for exterior exposure shall comply with the requirements of the evaluation report.
- 1.10. PC Sheet Index:** Provide a PC sheet index. See PR 07-01, Appendix E.
- 1.11. DSA ID Stamp and PC Stamp:** Provide 2019 CBC PC Stamp per PR 07-01 Section 6.1. Provide two blank areas on each PC sheet title block as indicated in procedure *PR 18-04.BB18: Electronic Plan Review for Design Professionals of Record Using Bluebeam 2018*, Section 1.2.2.2: one for the PC ID stamp and one for the future site-specific DSA Identification Stamp. See policy *PL 18-02: Record Sets of DSA-Approved Construction Documents*.
- 1.12. Structural Products Acceptance:** All structural products shall meet the requirements set forth in *IR A-5: Acceptance of Products, Materials, and Evaluation Reports*. Code-based engineering calculations to support a manufactured product will be considered.
- 1.13. CALGreen/Energy Code Requirements:** Design shall comply with the mandatory measures of the California Green Code (CALGreen) and the California Energy Code (Energy Code). Refer to PR 07-01 for mandatory requirements.
- 1.14. Software:** Design Professional shall provide to DSA sufficient documentation to verify and substantiate input and output of all software used for design, including but not limited to:
- Electronic file upon request.
 - Input and output data in PDF file format.
 - Description of input and output – schematic framing plans, member and joint labeling, member loads, checks of elements, cables, connections, etc.
 - Derivation of loads.
 - Hand calculations to approximate and validate analysis results for cable forces and reactions.
 - Narrative summary of key results.
 - Validation by hand calculation or other software upon request.
 - Explanation, read-me file, or user guide for unusual modeling upon request.

2. LOAD CRITERIA:

- 2.1. Dead Load:** See ASCE 55 Section 4.2.2.
- 2.2. Superimposed Load:** See ASCE 55 Section 4.2.3.
- 2.3. Live Load:** Live load shall be per CBC Table 1607A.1.

PRE-CHECK (PC) DESIGN CRITERIA FOR OPEN FABRIC SHADE STRUCTURES

- 2.4. Snow load:** Snow load shall be per ASCE 7 (per ASCE 55 Section 4.2.4). Design shall consider deflection of the membrane under accumulated snow and other loads. The shape of PC fabric shade structure must be covered by ASCE 7 for the snow load calculation. Shapes not covered by ASCE 7 may be used, provided research and testing is used as basis for design. See ASCE 55 Section C4.2.
- 2.5. Wind Load:** Wind load shall be per ASCE 7 (per ASCE 55 Section 4.2.5).
- 2.5.1** For open fabric shade structures utilizing “sail” shapes: if the fabric does not have a relative slope change greater than 7.5 degrees along any catenary curve, the shape is permitted to be considered “flat” rather than hyperbolic paraboloid and may utilize the monoslope provisions per ASCE 7 Figure 27.3-4. When the fabric relative slope change exceeds 7.5 degrees in one or more directions but has at least one catenary curve between 2 points of support along which the relative slope change does not exceed 7.5 degrees, the shape is permitted to be considered a “pitched” or “troughed” roof (where the “flat” curve between the 2 points of support forms the trough or ridge) and may utilize the provisions of ASCE 7 Figures 27.3-5 or 27.3-6, respectively.
- 2.5.2** Open fabric shade structures with roof shapes meeting the prescriptive requirements of ASCE 7 (i.e., hip, gable, monoslope, etc.) shall use a gust factor G per ASCE 7 Section 26.11. The structures will not be considered as dynamically sensitive if the structural calculations contain a statement from the structural engineer of record that the structure is not dynamically sensitive for purposes of determining the gust factor.
- 2.5.3** Open fabric shade structures with roof shape not covered by ASCE 7 or where the Main Wind Force Resisting System is cables guyed to the ground: the structure may need to be considered as dynamically sensitive for calculation of gust factor, G . The flexibility of all surfaces resisting wind loads shall be included as resisting elements in determining whether the structure is dynamically sensitive.
- 2.5.4** Shapes not covered by ASCE 7 may be used, provided wind tunnel testing is used as basis for design. See ASCE 55 Section C4.2.
- 2.6. Ponding:** If shape or configuration of the structure does not maintain positive drainage from all areas of the roof, then design must consider ponding in accordance with ASCE 55 Section 4.3.4.
- 2.7. Seismic Force Resisting System:** Open fabric shade structures shall comply with ASCE 7, Chapter 12. These structures shall be considered as “steel cantilevered column systems” ($R = 1.25$ ordinary; $R = 2.5$ special) or other systems allowed per ASCE 7, Chapter 12.
- 2.8. Seismic Load Criteria:**
- 2.8.1. Maximum Seismic Force:** If the design is based upon the maximum S_s value for the state of California (ASCE 7-16 data), the PC can be used at any site in the state. Other S_s values are permitted but will limit the applicable site locations for the PC.
- 2.8.2. Ground Motion Hazard Analysis:** Due to the site-specific ground motion analysis requirements of ASCE 7 Section 11.4.8, PC designs shall be based on the short period seismic response parameter S_{DS} and ASCE 7 Equations 12.8-2 and 12.8-5. Where a PC design is provided for Site Class E, the short-period site coefficient as required by ASCE 7 Section 11.4.8 Exception 1 shall be used. Alternatively, if the PC design is not based on the short period seismic response parameter S_{DS} , the PC design shall comply with the requirements of ASCE 7 Section 11.4.8, and the Design Information section shall state the fundamental period of the structure(s) and include

PRE-CHECK (PC) DESIGN CRITERIA FOR OPEN FABRIC SHADE STRUCTURES

- notes alerting the site-specific user of the PC to the conditions requiring a site-specific ground motion hazard analysis.
- 2.8.3. Maximum S_{DS} Value in Determination of C_s and E_v :** The base shear is permitted to be calculated using a cap on the maximum design spectral response acceleration parameter value of S_{DS} in accordance with ASCE 7 Section 12.8.1.3, provided that *all* of the criteria therein are met.
- 2.8.3.1.** The PC design shall demonstrate compliance with the required criteria specific to the open fabric shade structure: e.g., no irregularities, period not exceeding 0.5 seconds, redundancy factor equal to 1.0, etc. The PC drawings shall list these properties in the Design Information section. For the purpose of checking compliance with these criteria, the period shall be determined based on the actual properties of the structure, including foundation flexibility, and not use the approximate period in ASCE 7 Section 12.8.2.1.
- 2.8.3.2.** The Design Information section of the PC drawings shall also contain a note stating the site specific limitations of the design based on the S_{DS} cap and requiring these be verified by the site-specific project applicant: e.g. Site Class E or F not allowed, RC I or II, etc.
- 2.8.3.3.** Per PR 07-01 Appendix C, if a capped value of S_{DS} is used to determine C_s , the Design Information section of the coversheet shall list the S_{DS} (cap) used to determine C_s as well as the S_{DS} (no cap) used for verification of site-specific application and to determine other parameters such as non-structural component anchorage.
- 2.9. Drift:** For open structures, there is no drift limit for Risk Category I or II structures; however, there are drift limits for Risk Category III structures per ASCE 7 Section 12.12.1 and CBC Section 1609A.1.2.
- 3. FABRIC STRUCTURE ANALYSIS:**
- 3.1. Fabric Does Not Provide Lateral Resistance:** Fabric materials shall not be considered as contributing to the primary lateral resistance of the structure. Design must account for forces acting upon fabric as transferring directly to the supporting structure.
- 3.2. Membrane Breaking Strength:** Breaking strength in both warp and fill directions of the membrane shall be determined via testing. Provide published values for the specified fabric in accordance with ASCE 55 Section 2.4.2. Evaluation report per IR A-5 is not required. Test reports or published values are not required to be stamped by a California registered Professional Engineer (PE) or Structural Engineer (SE).
- 3.3. Membrane Design:** Design of membrane components shall utilize load combinations and strength reduction factors per ASCE 55 Table 4-2. Allowable stress increase is not permitted. The membrane resistance shall be checked per ASCE 55 Section 4.6.1.
- 3.4. Cables and Cable Connections:** Design cables and cable connections in accordance with ASCE 19. Cables to be specified per ASTM A1023/A1023M. S_a shall be greater than the required strength (S_r).
- 3.5. Catenary Action and Forces Transmitted to Support Elements:** Catenary action of fabric and cables (where occur) shall be considered in the design of open fabric shade structures. Catenary action must be accounted for in the design of the catenary elements themselves and when considering their reactions on supporting elements. Specifically, design shall include large-deflections analysis that accounts for fabric properties and behavior when considering the forces transmitted to supporting cables, beams and columns. Such analysis is usually accomplished using software to perform Nonlinear Finite

PRE-CHECK (PC) DESIGN CRITERIA FOR OPEN FABRIC SHADE STRUCTURES

Element Analysis. The design must include the tensile reaction forces from the fabric and/or cables to the supporting structure (i.e., columns, beams). See Section 1.14 above for software verification requirements.

In a tensile membrane structure, the catenary is the curved shape developed at the boundary of the fabric or by any cable support member in tension between points of restraint.

- 3.6. Full-scale Testing in Lieu of Analysis:** As an alternate method to stress analysis, the fabric may be subjected to full-scale load testing which support the load combinations of ASCE 55 Table 4-2 increased by a safety factor.

The safety factor in the testing = $1/(\beta \cdot L_t)$, where:

- β is the strength reduction factor per ASCE 55 Table 4-2.
- L_t is Life-cycle factor per ASCE 55 Section 4.4.2.
- Testing protocol must be approved by DSA.

4. FOUNDATION:

- 4.1. Allowable Soil Pressure and Bearing:** Maximum soil pressure and bearing values shall be in accordance with Class 5 soil in CBC Table 1806A.2 unless justified by a site-specific geotechnical report. In order to use load-bearing values above the stated maximums for Class 5 soil, a statement requiring a site-specific geotechnical report at the time of site application must be included in the Design Information section on the PC drawings.

An allowable stress increase is not permitted for Basic Allowable Load Combinations including footings per CBC Section 1605A.3.1. An allowable stress increase is permitted for Alternative Basic Load Combinations per CBC Section 1605A.3.2.

- 4.2. Lateral Bearing Pressure Increase:** Allowed per CBC Section 1806A.3.4.

If two times the tabular value is used, under Design Information section, list the tabulated soils lateral bearing pressure value used in the design and indicate if this value has been increased per CBC Section 1806A.3.4 for pole footing design.

- 4.3. Foundation Design Load:** The design of the foundation elements (both pier footings and shallow spread footings) and connections shall include the overstrength factor for cantilever column systems per ASCE 7 Section 12.2.5.2 and CBC Section 1617A.1.16.

4.4. Pier Footing

- 4.4.1.** Comply with CBC Section 1810A.3.9 if the column anchors at the top of the pier or is partially embedded. See Sections 4.7, 4.12 and 4.13 below. See also bulletin *BU 09-06: Minimum Reinforcement of Concrete Piers and Caissons Embedded with Steel Poles*, which can be followed if the steel columns are embedded to within six inches of the bottom of the pier.
- 4.4.2.** See Section 4.8 below for pier footings used in combination with shallow spread footings.
- 4.4.3.** In accordance with CBC Section 1810A.2.4, the depth of pier footing is permitted to be designed per CBC Section 1807A.3.2 if the pier footing is assumed to be rigid. The pier footing may be assumed to be rigid if the ratio of the specified depth (not the minimum depth required by CBC Section 1807A.3.2) to diameter is equal to or less than eight (8). Otherwise, pier footing design including its reinforcing shall consider the nonlinear interaction of the pier and soil (e.g. L-pile analysis including group effects as required by CBC Section 1810A.2.5).

PRE-CHECK (PC) DESIGN CRITERIA FOR OPEN FABRIC SHADE STRUCTURES

4.4.4. Maximum pier embedment depth for the purpose of computing lateral pressure (S_1) is 12 feet per CBC Section 1807A.3.2.1.

4.4.5. Provide a note in the Design Information section specifying the minimum clearance required between drilled piers when placing multiple canopies. Design must consider group effects if applicable per CBC Section 1810A.2.5.

4.5. Allowable Pier Frictional Resistance and Uplift Capacity: The allowable frictional resistance and uplift capacity used in the design shall be included in the Design Information section.

When a site-specific geotechnical report is not available, CBC Section 1810A.3.3.1.4 can be used to obtain allowable frictional resistance value. Presume Class 5 soils as noted in Section 4.1 above. For uplift capacity per CBC Section 1810A.3.3.1.5, a Factor of Safety of 3 shall be applied to the frictional resistance value obtained in CBC Section 1810A.3.3.1.4; where uplift is due to wind or seismic loading, a Factor of Safety of 2 can be used.

4.6. Unconstrained vs. Constrained Ground Surface Condition: When CBC Section 1807A.3.2 is utilized, asphalt pavement does not constitute a “constrained” condition and does not justify the use of CBC Equation 18A-2 to determine the required pier depth. Where the constrained condition is used with concrete pavement, the reaction shall be adequately resisted and justified by calculations. The construction necessary to resist this reaction shall be clearly detailed on the PC drawings.

4.7. Pier Reinforcing: For piers with partial column embedment or a base plate with anchor bolts, tie reinforcing shall comply with CBC Section 1810A.3.9.4.2, except the tie spacing need not be less than the following where $P_u < 0.10f_c A_g$ (see Figures A through D below). These exceptions are only applicable to open fabric shade structures. This type of structure is lightly loaded and has a low ductility demand. These exceptions may not be extended to any other types of structure.

4.7.1. Site Class A - D: For the top 3d of the pier (where “d” is the pier diameter) provide the smallest of d/4, $6d_b$ (where “ d_b ” is the diameter of the longitudinal bars), and 6”. For remainder of section provide smallest of d/2, $12d_b$, and 12”. Refer to Figures A and C.

4.7.2. Site Class E: For the top 7d of the pier (where “d” is the pier diameter) and 7d above and below the interface of each soil stratum, provide the smallest of d/4, $6d_b$ (where “ d_b ” is the diameter of the longitudinal bars), and 6”. For remainder of section provide smallest of d/2, $12d_b$, and 12”. Refer to Figures B and D.

4.7.3. For partially embedded columns, the ties shall be designed for the transfer force based on a rational method and accepted principles of engineering mechanics.

4.8. Shallow Spread Footing: Shallow spread footings shall be designed per CBC Chapter 18A and for stability in accordance with CBC Section 1605A.1.1.

If the cantilevered column structure is supported by the combination of a pier footing(s) and a shallow spread footing(s), all steel columns within the structure shall have the same column heights/lengths unless the column stiffness is accounted for in design.

4.9. Adjacent Slope: PC drawing shall specify minimum setback limits (values are required) of the structure per CBC Section 1808A.7.

Alternatively, the depth of required pier embedment can start from an elevation that corresponds with a horizontal clear distance of seven times (7x) the pier diameter that intersects with the slope (daylighting). If setback limits are smaller than CBC requires, a site-specific geotechnical report is required. If the pier is lowered per the above

PRE-CHECK (PC) DESIGN CRITERIA FOR OPEN FABRIC SHADE STRUCTURES

requirements, then the design height of the column for the purpose of calculating pier depth and moment must be increased to the theoretical top of the required pier embedment depth.

- 4.10. Liquefiable Soil or Site Class F:** PC options shall not include liquefiable soil (Exception: open fabric shade structures 1,600 Sq. Ft. or less complying with requirements of IR A-4 Section 3.1.1). If the structure is to be located in an area with liquefiable soil or Site Class F, OTC submittal is not allowed and regular project submittal is required. If the site is not in a mapped liquefaction hazard zone, it may be presumed that no liquefaction hazard exists on that site unless a site-specific geotechnical report identifies such hazard.

4.11. Concrete Mix:

- 4.11.1.** Unless concrete exposure is classified per the American Concrete Institute (ACI) 318 Section 19.3.1.1 whereby the concrete mix design can comply with ACI 318 Section 19.3.2.1, concrete mix shall consist of Type V cement with a minimum compressive strength of 4,500 psi and maximum water/cement ratio of 0.45.
- 4.11.2.** If ACI 318 Section 19.3.2.1 is used for concrete mix design, the PC shall clearly indicate the exposure levels applicable in the Design Information section. This may be tabulated for multiple categories or limited to specific exposure categories with conservative values.
- 4.11.3.** Concrete exposed to thaw and freeze cycles shall be air entrained per ACI 318 Section 19.3.3.1.

- 4.12. Partially Embedded Columns:** When cantilevered columns are partially embedded into concrete foundation piers, *BU 09-06: Minimum Reinforcement of Concrete Piers and Caissons Embedded with Steel Poles* is not applicable:

- 4.12.1.** The load transfer mechanism of partially embedded columns shall include the design of both the column and concrete pier ties. Minimum column embedment depth into concrete pier shall be the greater of the following:
- Seven times the least dimension of column section.
 - Minimum development length of the longitudinal pier reinforcing.
- 4.12.2** All embedded columns into pier footings shall have mechanical connection to resist uplift. AISC 360 Section I6 provides an acceptable criteria for demonstrating the adequacy of the load transfer from the partially embedded column to the drilled pier.
- Exception: For steel columns with minimum 48" embedment into concrete, an allowable bonding stress of 25 psi between steel columns and concrete is permitted to be utilized. The first 12" of embedment must be disregarded and no increase in this allowable bonding stress value is permitted for wind or seismic loads.

4.13. Column Base Connection:

- 4.13.1.** Embedment depth of the anchor rods shall be sufficient to lap with the longitudinal pier reinforcement. The lap length shall be based on developing the longitudinal pier reinforcement beyond the projected failure plane of the anchor bolt heads. Refer to Figures A through D below and ACI 318 Figure R17.4.2.9. The lap length is not permitted to be reduced based on applied loads.
- 4.13.2.** Anchor rods shall be designed for combined shear and tension. If the maximum grout thickness between the top of footing and bottom of base plate exceeds two times the anchor rod diameter, the anchor rods shall be designed for bending in combination with tension and shear. Refer to American National Standards

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Institute/Telecommunication Industry Association (ANSI/TIA) 222-H Section 4.9.9 and *Design Guide 1: Base Plate and Anchor Rod Design* published by AISC. When oversized holes are used in the base plate the design shall comply with CBC Section 2204A.4.

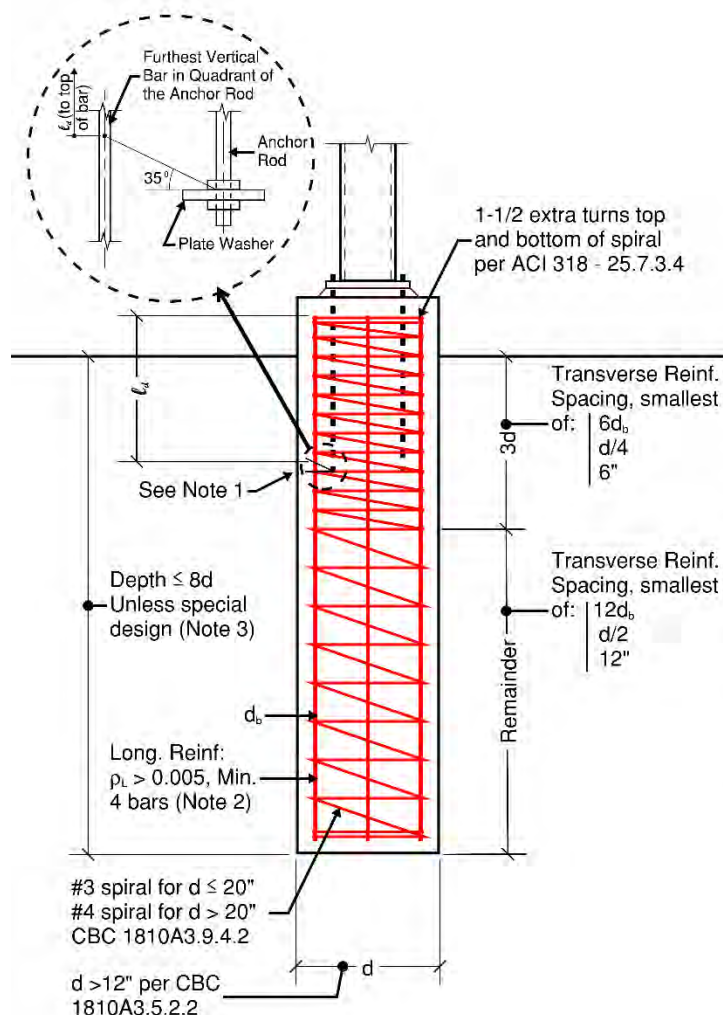
5. ACCESS COMPLIANCE REQUIREMENTS:

- 5.1. Protruding Objects in Circulation Areas:** Protruding objects such as column-mounted equipment shall comply with CBC Section 11B-307.
- 5.2. Vertical Clearance in Circulation Areas:** Vertical clearance to supporting structures shall comply with CBC Section 11B-307.4.

6. FIRE AND LIFE SAFETY REQUIREMENTS:

- 6.1. Type of Construction:** Specify type of construction per CBC Chapter 6 in the Design Information section on the coversheet.
- 6.2. Total Area of Structure:** Specify total area of structure in the Design Information section on the coversheet and demonstrate that the total area is compliant with the allowable area criteria as determined per CBC Section 506.2 based on type of construction and proposed occupancy classification(s).
- 6.3. Use and Occupancy Classification(s):** Specify proposed use and occupancy classification(s) per CBC Chapter 3 in the Design Information section on the coversheet.
- 6.4. Special Construction Requirements:** Fabric shade structures shall comply with the applicable provisions of CBC Section 3102.
- 6.5. Membrane Fabric:** Fabric material shall comply with CBC Section 3102.3.1 (see also CCR, Title 19, Division 1, Chapter 8).

Figure A



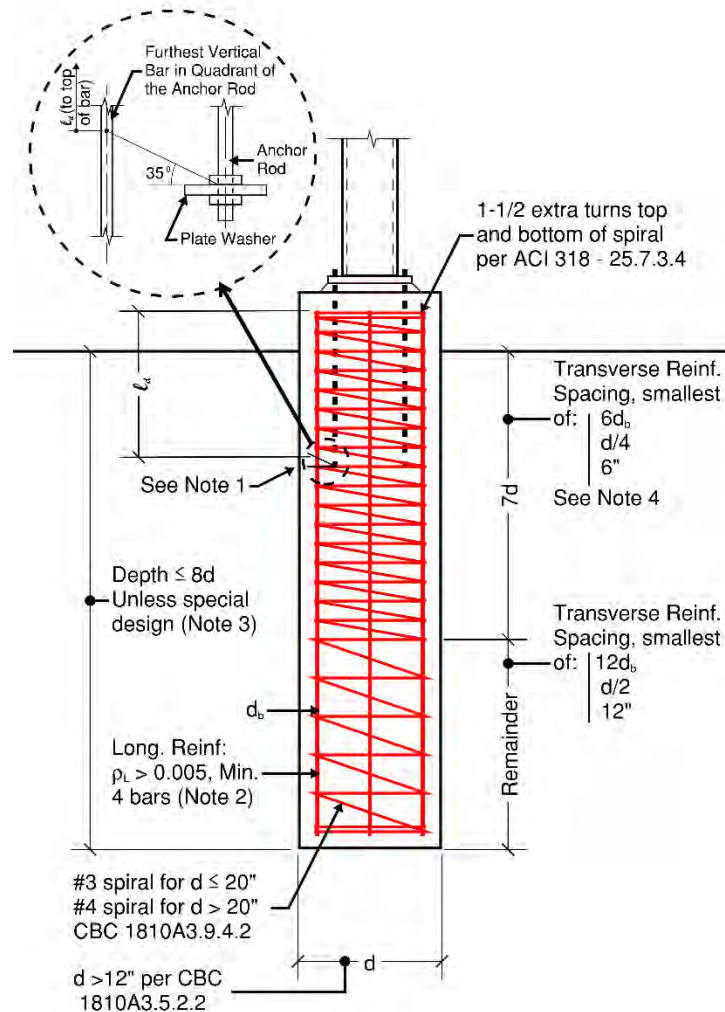
Note 1: Development length of vertical reinforcing steel that engages the anchor rod, ℓ_d , must meet ACI 318 Section 25.4. It is measured from the top of vertical bar to the point shown in the enlarged detail. Alternatively, the embedment depth of the anchor rod may be determined as the development length of the vertical bar plus one quarter of the pier diameter ($\ell_d + d/4$).

Note 2: The total longitudinal reinforcing steel area (A_s) shall be enough to transfer the loads from the total required anchor rod area ($A_{rod-req}$) taking into account relative yield stress, as follows: $A_s \geq A_{rod-req} \times (f_{y-rod} / f_{ys})$. However, if the spacing between vertical bars is 6" or less, the steel area (A_s) need not exceed 33% more than that required to resist the column design moment in the pier section.

Note 3: The prescriptive longitudinal and transverse reinforcing requirements shown may be used when the embedded pier depth to diameter ratio ≤ 8. If this ratio is exceeded, the pier must be analyzed and designed as required per CBC Section 1810A.2.4.

Spiral Reinforcing in Site Classes A-D

Figure B



Note 1: Development length of vertical reinforcing steel that engages the anchor rod, ℓ_d , must meet ACI 318 Section 25.4. It is measured from the top of vertical bar to the point shown in the enlarged detail. Alternatively, the embedment depth of the anchor rod may be determined as the development length of the vertical bar plus one quarter of the pier diameter ($\ell_d + d/4$).

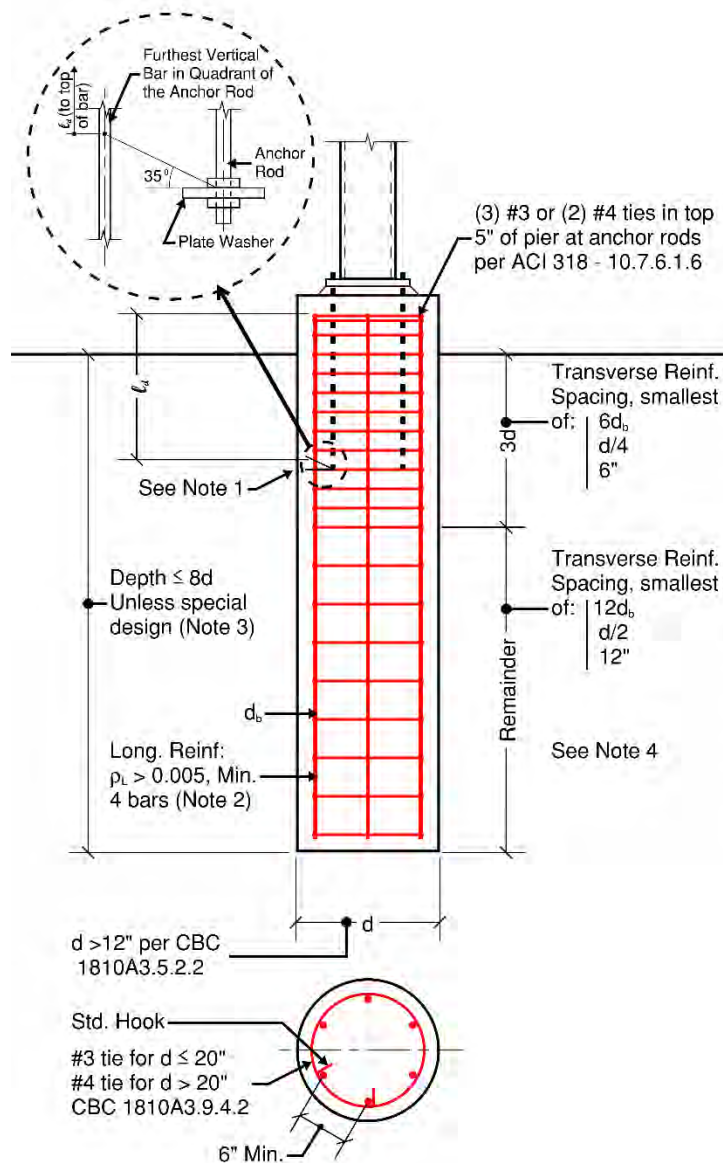
Note 2: The total longitudinal reinforcing steel area (A_s) shall be enough to transfer the loads from the total required anchor rod area ($A_{rod-req}$) taking into account relative yield stress, as follows: $A_s \geq A_{rod-req} \times (f_{y-rod} / f_{ys})$. However, if the spacing between vertical bars is 6" or less, the steel area (A_s) need not exceed 33% more than that required to resist the column design moment in the pier section.

Note 3: The prescriptive longitudinal and transverse reinforcing requirements shown may be used when the embedded pier depth to diameter ratio ≤ 8 . If this ratio is exceeded, the pier must be analyzed and designed as required per CBC Section 1810A.2.4.

Note 4: The 7d distance is also required above and below soil strata identified as liquefiable or hard or stiff as required per CBC Section 1810A.3.9.4.2.2.

Spiral Reinforcing in Site Class E

Figure C



Note 1: Development length of vertical reinforcing steel that engages the anchor rod, L_d , must meet ACI 318 Section 25.4. It is measured from the top of vertical bar to the point shown in the enlarged detail. Alternatively, the embedment depth of the anchor rod may be determined as the development length of the vertical bar plus one quarter of the pier diameter ($L_d + d/4$).

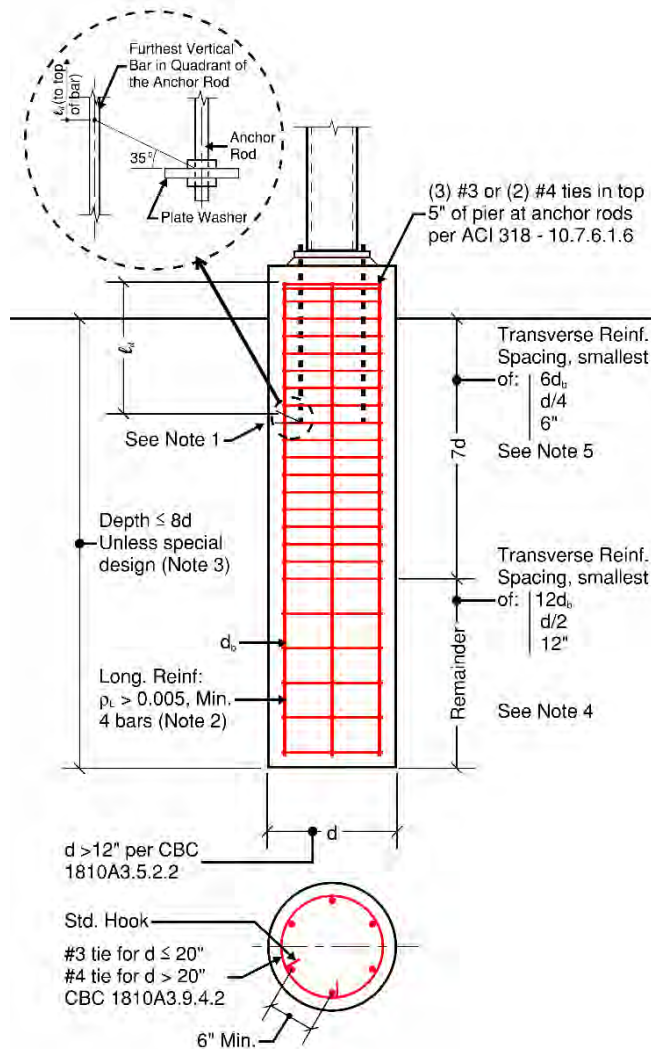
Note 2: The total longitudinal reinforcing steel area (A_s) shall be enough to transfer the loads from the total required anchor rod area ($A_{rod-req}$) taking into account relative yield stress, as follows: $A_s \geq A_{rod-req} \times (f_{y-rod} / f_{ys})$. However, if the spacing between vertical bars is 6" or less, the steel area (A_s) need not exceed 33% more than that required to resist the column design moment in the pier section.

Note 3: The prescriptive longitudinal and transverse reinforcing requirements shown may be used when the embedded pier depth to diameter ratio ≤ 8 . If this ratio is exceeded, the pier must be analyzed and designed as required per CBC Section 1810A.2.4.

Note 4: Ties shall comply with ACI 318 Section 25.7.2.4.1 including: (a) ends overlap by at least 6", (b) ends terminate with a standard hook engaging a longitudinal bar, and (c) overlaps of adjacent ties are staggered around the perimeter.

Tie Reinforcing in Site Classes A-D

Figure D



Note 1: Development length of vertical reinforcing steel that engages the anchor rod, ℓ_v , must meet ACI 318 Section 25.4. It is measured from the top of vertical bar to the point shown in the enlarged detail. Alternatively, the embedment depth of the anchor rod may be determined as the development length of the vertical bar plus one quarter of the pier diameter ($\ell_v + d/4$).

Note 2: The total longitudinal reinforcing steel area (A_s) shall be enough to transfer the loads from the total required anchor rod area ($A_{rod-req}$) taking into account relative yield stress, as follows: $A_s \geq A_{rod-req} \times (f_{y-rod} / f_{ys})$. However, if the spacing between vertical bars is 6" or less, the steel area (A_s) need not exceed 33% more than that required to resist the column design moment in the pier section.

Note 3: The prescriptive longitudinal and transverse reinforcing requirements shown may be used when the embedded pier depth to diameter ratio ≤ 8 . If this ratio is exceeded, the pier must be analyzed and designed as required per CBC Section 1810A.2.4.

Note 4: Ties shall comply with ACI 318 Section 25.7.2.4.1 including: (a) ends overlap by at least 6", (b) ends terminate with a standard hook engaging a longitudinal bar, and (c) overlaps of adjacent ties are staggered around the perimeter.

Note 5: The 7d distance is also required above and below soil strata identified as liquefiable or hard or stiff as required per CBC Section 1810A.3.9.4.2.2.

Tie Reinforcing in Site Class E

PRE-CHECK (PC) DESIGN CRITERIA FOR OPEN FABRIC SHADE STRUCTURES

REFERENCES:

2019 California Code of Regulations (CCR) Title 24

Part 1: California Administrative Code (CAC), Section 4-333(b)8

Part 2: California Building Code (CBC), Chapters 3 and 6; Sections 104.11, 1004.6, 11B-307, 11B-307.4, 1604A.5, 1605A.1.1, 1605A.3.1, 1605A.3.2, 1609A.1.2, 1617A.1.16, 1806A.3, 1807A.3.2, 1808A.7, 1810A.2.4, 1810A.2.5, 1810A.3.3.1, 1810A.3.9, 2202A.1, 2203A.1; Tables 1004.5, 1604A.5, 1607A.1, 1806A.2

This IR is intended for use by DSA staff and by design professionals to promote statewide consistency for review and approval of plans and specifications as well as construction oversight of projects within the jurisdiction of DSA, which includes State of California public schools (K–12), community colleges and state-owned or state-leased essential services buildings. This IR indicates an acceptable method for achieving compliance with applicable codes and regulations, although other methods proposed by design professionals may be considered by DSA.

This IR is subject to revision at any time. Please check DSA's website for currently effective IRs. Only IRs listed on the webpage at <https://www.dgs.ca.gov/dsa/publications> at the time of project application submittal to DSA are considered applicable.

PRE-CHECK (PC) DESIGN CRITERIA FOR OPEN FABRIC SHADE STRUCTURES

APPENDIX A | SITE-SPECIFIC APPLICATION OF PC FABRIC SHADE STRUCTURES

The following notes are provided as a guide to assist design professionals and DSA plan reviewers when preparing and reviewing site-specific project applications that incorporate PC fabric shade structures designed in accordance with this IR. This Appendix is not intended to be an all-inclusive list of design and submittal requirements but rather is an aid to identify aspects of the design criteria described in this IR of particular interest to its site application.

Refer also to *PL 07-02: Over-the-Counter Review of Projects Using Pre-Check Approved Designs*

1. Verify site-specific suitability of the PC including all parameters in PL 07-02 Section 3.
2. Verify site-specific requirements of PL 07-02 Section 4 are met.
3. Review the Appendix of the site-specific DSA 103 for any exemptions from the required structural tests and special inspections. Applicability and consideration of exemptions may be discussed during plan review for site-specific applications and shall be justified by the applicable project design professional for DSA review and approval. Refer to Section 1.3 above for additional information.
4. Verify Risk Category (RC) of the site-specific design is compliant with the Design Information section of the approved PC. RC determination is based on the Occupant Load (OL) of the site-specific code analysis and Occupant Load Factors (OLF) per CBC Table 1004.5. Refer to Section 1.6 above for additional information. The following are some examples of common Use and Occupancy classifications with associated OLF and sizing limits for RC II:
 - Lunch Shelter | Assembly Use 'A-2': OLF = 15 Sq. Ft. /person or if a combination of table-bench seating is provided, 18 inches/person measured along linear bench length. Group 'A' structures with OLF of 15 must not exceed $(300 \times 15 =)$ 4,500 Sq. Ft. for RC II.
 - Shade Structure | Concentrated Assembly, Group 'A': OLF = 7 Sq. Ft./person or if fixed seating is provided, calculate per CBC Section 1004.6. Group 'A' structures with OLF of 7 must not exceed $(300 \times 7 =)$ 2,100 Sq.Ft. for RC II.
 - Shade Structure | Outdoor Instructional Use, Group 'E': OLF = 20 Sq. Ft./person. Group 'E' structures with OLF of 20 must not exceed $(250 \times 20 =)$ 5,000 Sq. Ft. for RC II.
 - Shade Structure over Playground Equipment, Group 'E' (classified same as the campus): OLF = 20 Sq. Ft./person shall be utilized for purposes of assigning a risk category. Group 'E' structures with OLF of 20 must not exceed $(250 \times 20 =)$ 5,000 Sq. Ft. for RC II.
 - Shade Structure over Parking: Group 'S-2' or 'U' (determined by design professional): OLF = 200 Sq. Ft./person. Structures assigned this Use are unlikely to exceed RC II unless utilized for emergency vehicles.

Regardless of size, if a structure that would otherwise qualify as RC II provides shelter for emergency vehicles or equipment; or provides required access to, required egress from or shares life safety components with an RC III or IV building, the more restrictive RC must be applied. See CBC Section 1604A.5.1, including the exception for storm shelters constructed in accordance with ICC 500.

5. If the site is located in a flood zone other than Zone X, verify a validation letter from a geotechnical engineer is provided. Refer to Section 1.7 above for additional information.
6. If the site is classified as Site Class D or E and the seismic design of the PC is not based on the short period seismic response parameter S_{DS} as indicated in the Design Information section of

PRE-CHECK (PC) DESIGN CRITERIA FOR OPEN FABRIC SHADE STRUCTURES

the PC drawings, verify if a site-specific ground motion hazard analysis is required. Refer to Section 2.8.2 above for additional information.

7. In addition to the requirements of PL 07-02 Section 3.1.3, if the PC design is based on a capped S_{DS} value per ASCE 7 Section 12.8.1.3 verify the site specific criteria are met. Refer to Section 2.8.3 above for additional information.
8. If drilled pier foundations are used and multiple structures are placed at a site, verify the site-specific drawings comply with the clearance requirements listed on the PC drawings. Refer to Section 4.4 above for additional information.
9. If drilled pier foundations are used and the constrained ground surface condition option is applied, verify the site-specific drawings comply with the ground surface requirements defined on the PC drawings. Note: Asphalt concrete is not acceptable. Refer to Section 4.6 above for additional information.
10. If the foundation of shade structure contains both drilled piers and shallow spread footings, verify all columns are the same height unless differing column heights are specifically allowed by the PC drawings. Refer to Section 4.8 above for additional information.
11. If structures are placed adjacent to a slope, verify the site-specific drawings comply with the setback and/or pier embedment requirements defined on the PC drawings. Refer to Section 4.9 above for additional information.



FULLERTON JOINT UNION HIGH SCHOOL DISTRICT
1051 W. Bastanchury Road
Fullerton, CA 92833
(714) 870-2819

February 22, 2019

John Saunders
SHADE STRUCTURES, INC.
P.O. Box 3467
Copell, TX 75019

Re: Notice of Award
FULLERTON JOINT UNION HIGH SCHOOL DISTRICT
Districtwide Shade Structures
Bid No: 1819-11

Dear John,

The Board of Trustees of the Fullerton Joint Union High School District at a regular meeting held on February 19, 2019, accepted your base bid for the above-referenced project. Subject to any additions or deductions as provided in the Project Documents.

Before commencing work on this project, it will be necessary for you to complete, sign and deliver to us two (2) originals of each of the following documents:

- **Agreement** (enclosed) – initial all pages and sign
- **Faithful Performance Bond** (enclosed) – must also be signed by Surety – Per project as needed
- **Payment Bond** (enclosed) – must also be signed by Surety – Per project as needed
- **Certificate of Insurance and Acord Certificate of Liability Insurance and Underlying of Excess Liability Policy**
- **Disabled Veterans Business Enterprise Participation Certification** (enclosed)
- **Workers' Compensation Insurance Certificate** (enclosed)
- **Drug-Free Workplace Certification** (enclosed)
- **Contractor's Certificate Regarding Non-Asbestos Containing Materials** (enclosed)
- **Criminal Background Investigation/Fingerprinting Certification** (enclosed)

FULLERTON JOINT UNION HIGH SCHOOL DISTRICT

You must send all of those documents to Maria Rafael, Procurement & Contract Specialist in our office within **seven (7) calendar days** after the date of this letter. The District can only send you a Notice to Proceed authorizing you to begin work on the Project after we receive those documents from you. Please be sure to obtain all of the necessary insurance required by those documents, and to notify your insurance carriers that copies of all notices and other documentation regarding this project should be sent to my attention.

If you have questions or need further instructions relative to this project, please contact me at (714) 870-2818.

Sincerely,



Todd Butcher
Director, Facilities and Construction
Fullerton Joint Union High School District

TB/mr

Enclosures



FULLERTON JOINT UNION HIGH SCHOOL DISTRICT
1051 W. Bastanchury Road
Fullerton, CA 92833
(714) 870-2819

Bid Number: 1819-11

Project Location: DISTRICTWIDE

**Project Title: SHADE STRUCTURES
BRAND DSA PREAPPROVED SHADE
STRUCTURES – "OR EQUAL"**

BID FORM

Bidders wishing to bid for the above-referenced project ("Project") must submit their bids on this Bid Form. Only bids which are submitted on this Bid Form will be accepted. This entire Bid Form must be completed and delivered in the manner specified in the Notice Calling for Bids ("Notice") and in the corresponding document entitled "Information for Bidders" ("Information for Bidders"), each of which was issued by the Fullerton Joint Union High School District ("District") in connection with the Project. This Bid Form must be submitted to the "Place of Bid Receipt" and by the "Bid Submission Deadline" specified in the Notice. When submitting this Bid Form, the Bidder must include in the same envelope as this Bid Form the other documents required by the Notice. Bidders should carefully review the Notice and the Information for Bidders when completing and submitting this Bid Form and related documents. Failure to properly submit and complete the entire Bid Form and all of the other documents as required by the Notice and the Information for Bidders may invalidate the bid and cause the District to reject the bid as non-responsive.

The name, address and other information identifying the bidder who is submitting this Bid Form ("Bidder") is as follows:

Name: Shade Structures, Inc

Type of Entity (*check one*): ☒ Corporation
☐ General partnership
☐ Limited partnership
☐ Limited liability partnership
☐ Limited liability company
☐ Individual
☐ Other (specify)

FULLERTON JOINT UNION HIGH SCHOOL DISTRICT

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State in which Bidder was organized (if Bidder is an entity) or in which Bidder resides (if Bidder is an individual) (*check one*)

___ California ___ Other (*specify*): Delaware

Bidder's Street Address: 2580 Esters Blvd, Suite 100
DFW Airport, TX 75261
Attention: Virginia Marquez

Bidder's Mailing Address: Postal Service Only
PO Box 3467
Copell, TX 75019
Attention: Virginia Marquez

Bidder's Telephone Number: (214) 905 – 9500

Bidder's Fax Number: (972) 453 – 0010

Bidder's e-mail address: vmarquez@usa-shade.com

Bidder's California State Contractor's License Number: 989458

Class of Bidder's California State Contractor's License: B

Name under which Bidder does business (if different from Bidder's legal name):
USA SHADE & Fabric Structures

1. **Submission of Bid.** The Bidder hereby submits this bid to the District and agrees to perform all work required by the "**Agreement**" (as that term is defined in the Information for Bidders) for the construction of the Project, at the Bid Price specified in Section 3 below and subject to all of the terms, conditions, representations and warranties set forth in this Bid Form.

2. **Bid Price.** As used in this Bid Form, the Bidder's "**Bid Price**" or "**Base Bid**" is the amounts identified in **The Bid Price Sheet** attached hereto and incorporated herein by reference.

3. If the "Plans and specifications" or other "**Project Documents**" (as those terms are defined in the information for bidders) call for a base bid and one or more alternate or deductive alternate bids, then that Bid Price shall be deemed the "Base Bid" and the following bid prices shall be deemed the "**Alternate Bids**"

Alternate Bid No. 1 as identified in schedule of Alternates, Section 01 23 00 _____
_____ Dollars and _____ Cents
(\$_____)

Alternate Bid No. 2 as identified in schedule of Alternates, Section 01 23 00 _____
_____ Dollars and _____ Cents
(\$_____)

Alternate Bid No. 3 as identified in schedule of Alternates, Section 01 23 00 _____
_____ Dollars and _____ Cents
(\$_____)

Alternate Bid No. 4 as identified in schedule of Alternates, Section 01 23 00 _____
_____ Dollars and _____ Cents
(\$_____)

(Attach additional sheets if necessary to specify more alternate bids)

4. **Representations of Bidder in Connection with Bid Price.** The Bidder hereby acknowledges, represents and warrants to the District that the Bidder's calculation of its Bid Price (including the Base Bid and any Alternate Bids, if applicable) has been based, among other things, on the following, all of which are true and correct:

4.1 **Familiarity with Project Documents.** The Bidder is familiar with all of the Project Documents, and the Bid Price (including the Base Bid and Alternate Bids, if applicable) and each line-item component comprising the same has to the extent deemed necessary by the Bidder been determined based on the Bidder's review of the Plans and Specifications and all other Project Documents.

4.2 **Familiarity with Local Conditions.** As to the work, which is to be done by or under the control of the successful bidder pursuant to the Project Documents, the Bidder is familiar with the local conditions affecting both the performance and the cost of that work at the place where the work is to be performed. The Bid Price (including the Base Bid and Alternate Bids, if applicable) and each line-item component comprising the same has to the extent deemed necessary by the Bidder been determined based on the Bidder's visits to the Project site and the Bidder's familiarity with said conditions.

4.3 **Performance of Work.** The Bidder hereby proposes and agrees to be bound by all the terms and conditions of the Project Documents and agrees to perform, within the time stipulated, all of the general contractor's obligations and duties there under, including without limitation the obligations to furnish, provide and pay for any and all of the labor,

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materials, tools, expendables, equipment, facilities, utility and transportation services, applicable taxes, bonds, insurance policies, and incidental items necessary to perform the entire "**Agreement**" (as that term is defined in the Information for Bidders) and to complete in a good workmanlike manner all of the work required to build the Project in strict conformity with the Project Documents and with any legal requirements related to that performance and completion.

- 4.4 **Addenda.** The Bidder acknowledges receipt of all of the following Addenda issued by the District in connection with the Project which modify and are included as a part of the Project Documents. **Note: Addendum No.1 is already incorporated into the plans and specifications.**

Addendum No. 1 dated Feb 7, 2019;

Addendum No. dated , 20 ;

Addendum No. dated , 20 ;

Addendum No. dated , 20 ;

(Attach additional sheets if necessary to describe additional Addenda issued by the District)

5. **District's Right to Reject Bid.** The Bidder understands that the District reserves the right to reject this bid for the reasons specified in the Notice, in the Information for Bidders, in this Bid Form, and as otherwise authorized by applicable law.

6. **Withdrawal of Bid.** The Bidder understands that it may withdraw this bid at any time prior to the "Date and Time of Bid Opening" identified in the Notice, but that it may not withdraw this bid at any time within ninety (90) days following the Date and Time of Bid Opening.

7. **Documents and Items Submitted PRIOR to Bid.** If the District is prequalifying contractors for this Project, all bidders must comply with the Notice Calling for Bids and the Prequalification Questionnaire and must check the applicable item:

 The Bidder has prequalified for a District project within the past twelve (12) months and the information it provided for that past project satisfies the criteria for this Project; or

 The Bidder has prequalified for a District project within the past twelve (12) months and is providing additional information as required by the Notice Calling for Bids; or

 The Bidder is submitting a Prequalification Questionnaire as required by the Notice Calling for Bids.

8. **Documents and Items Submitted with this Bid.** The following documents and items are hereby submitted to the District along with this Bid Form. The Bidder acknowledges that its failure to include any one or more of those documents and items may result in the District rejecting this bid as non-responsive.

8.1 **Bid Security.** The required bid security is attached. The Bidder understands and agrees that if the District accepts this bid and awards the contract for the Project to the Bidder, and if the Bidder thereafter fails or refuses to return executed copies of the Agreement and any or all other documents required from the Bidder under the Project Documents at the time and in the manner required by the Project Documents, then the bid security shall be forfeited to the District.

8.2 **Designation of Subcontractors.** The required list (or, if the Project involves alternate bids, lists) of proposed subcontractors is (are) attached hereto on the form prescribed by the District. The Bidder represents and warrants that such list(s) is (are) complete and that the Bidder will comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Sections 4100 *et seq.*).

8.3 **Non-collusion Declaration.** The properly executed non-collusion declaration required by Public Contract Code Section 7106 is attached.

9. **Execution of Documents and Commencement of Work Following Award of Contract.** If the District decides to accept this bid and award the contract for the Project to the Bidder, then within **seven (7) "Calendar Days"** (defined as days on which the District is opened for business) after the District delivers written notice of such acceptance and award to the Bidder, the Bidder will execute and deliver to the District the following documents:

- Agreement – Section 00 52 00,
- Faithful Performance Bond – Section 00 61 13. 13
- Payment Bond – Section 00 61 14. 16,
- Disabled Veterans Business Enterprise Participation Certification, Section 00 45 39,
- Certificate of Insurance and Acord Certificate of Liability Insurance – Section 00 62 16
- Workers' Compensation Insurance Certificate – Section 00 45 26,
- Contractor's Certificate Regarding Non-Asbestos Containing Materials – Section 00 62 23,
- Drug Free Workplace Certification – Section 00 45 46,
- Criminal Background Investigation/Fingerprinting Certification, Section 01 30 00-44
- All other Project Documents required by the Information to Bidders to be executed and delivered to the District at that time.

The Bidder further agrees to commence the work required under the Agreement within one (1) day after the District delivers to the Bidder a "**Notice to Proceed**" with the Project, which notice shall be in such form and content as determined by the District unless otherwise specified in the Agreement. The District may, at its discretion, indicate in the Notice to Proceed a later date for the Bidder to commence the work required under the Agreement.

10. **Delivery of Notices to Bidder.** Written communications conveying acceptance of bid, requests for additional information or other correspondence should be mailed, delivered, faxed or e-mailed to the Bidder at the addresses set forth in Section 1 above.

11. **Principals of Bidder.** The name of all of the Bidder's shareholders, partners, members or other persons having an ownership interest in the Bidder or otherwise having an interest as principals in this bid or in the Bidder are as follows:

(Attach additional sheets if necessary)

12. **Assignment of Rights.** In submitting this bid, the Bidder offers and agrees (as required by Public Contract Code Section 7103.5(b) and Government Code Section 4552) that if the bid is accepted, the Bidder will assign to the District all rights, title and interest in and to all causes of action the Bidder may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Sections 16700 *et seq.*) arising from purchases of goods, materials, or services by the Bidder for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment under the Agreement, without further acknowledgement by the Bidder or the District.

13. **Bidder's License.** The Bidder hereby represents and warrants that (a) it has been issued a California State Contractor's License, (b) the number and class of that license are accurately set forth in Section 1 above, (c) the license is in full force and effect and will remain in full force and effect throughout the term of the Agreement, (d) the license entitles the Bidder to perform and otherwise provide the work required under the Agreement and the other Project Documents, and (e) any and all subcontractors to be employed or engaged by the Bidder will have appropriate licenses.


14. **Compliance with Immigration Reform and Control Act.** The Bidder hereby certifies that it is, and at all times during the term of the Agreement shall be, in full compliance with the provisions of the Federal Immigration Reform and Control Act of 1986 (Public Law 99-603) ("**IRCA**") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.


15. **Financial Information.** If requested by the District, the Bidder shall furnish financial statements (in addition to any which may be enclosed herewith pursuant to Section 7.5 above), references, and other information required by the District sufficiently comprehensive to permit the District to appraise the Bidder's ability to perform the obligations required under the Agreement and the other Project Documents.

16. **Warranty Regarding Completion Date.** The Bidder hereby warrants that if the District awards the contract to the Bidder, the Bidder shall cause all work required under the Project Documents to be completed by the Completion Date identified in the Notice. Time is of the essence. The Bidder agrees that failure to complete said work by that Completion Date will result in the imposition of liquidated damages in the amounts specified in indicated in Section 00 52 00 – Agreement.

17. **Change Orders.** All requests for information, requests for clarification, requests for interpretation, and proposed change orders must be submitted in the form(s) set forth in the Project Documents and must otherwise comply with the provisions of Articles 15 and 16 of the General Conditions. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed under Article 16 of the General Conditions. Indirect, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit and other charges not specifically authorized under Articles 16 and 21 of the General Conditions will not be allowed.

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

PIGGYBACK/OTHER PUBLIC AGENCIES. Pursuant to Public Contract Code Sections 20118 and 20652 and other applicable provisions, other public agencies, including school districts and community colleges in the State of California, may acquire items identified in this bid under the same terms and conditions of this bid. If so, the District waives its rights for a warrant to be drawn in its favor or for any reasonable costs, and direct each public agency to work directly with the successful bidder. 

Bidder must initial here to acknowledge this piggyback provision: 

Dated: February 12, 2019

Name of Bidder: Shade Structures, Inc.

By: 

(Signature of the person signing on behalf of Bidder, or printed name of corporation or other entity signing on behalf of Bidder)

Name: John Saunders

(Printed name here)

Title: President

(i.e., President, General Partner, etc.)

BID PRICE SHEET

Fullerton Joint Union High School District Shade Structures District Wide Piggybackable Bid # _1819-11 Base Upon CBC 2016 Piggybacks 04-117140 & 04-117219

The prices described herein are inclusive of the following: (1) all product, equipment, material and supply costs for each individual structure; (2) all costs to install each individual structure; and (3) all costs to perform site work to prepare the following sites for installation of each individual structure.

	<u>SIZE (FEET)</u>	<u>DESCRIPTION: Single Hip-Roof</u> <u>Outdoor fabric structure</u> <u>Specified Fabric: HDPE Colourshade®</u>	<u>MAXIMUM</u> <u>OPENING</u> <u>HEIGHT (FEET)</u>	<u>TOTAL NUMBER</u> <u>OF UPRIGHT</u> <u>POSTS</u>	<u>Pricing</u>
1	20 x 30 max	Single Hip-Roof, 20lb. Snow load	15	4	\$ 24,937.05
2	20 x 30 max	Single Hip-Roof	12	4	\$ 21,692.00
3	25 x 30 max	Single Hip-Roof	12	4	\$ 24,369.85
4	30 x 30 max	Single Hip-Roof	12	4	\$ 24,798.61
5	30 x 40 max	Single Hip Roof	12	4	\$ 30,016.87
6	20 x 30 max	Single Hip-Roof	15	4	\$ 23,049.20
7	25 x 30 max	Single Hip-Roof	15	4	\$ 24,269.85
8	30 x 30 max	Single Hip-Roof	15	4	\$ 28,546.61
9	30 x 40 max	Single Hip Roof	15	4	\$ 35,226.87
10	40 x 40 max	Single Hip Roof	15	4	\$ 39,076.27
	<u>SIZE (FEET)</u>	<u>DESCRIPTION: Single Post Pyramid</u> <u>Outdoor fabric structure</u> <u>Specified Fabric: HDPE Colourshade®</u>	<u>MAXIMUM</u> <u>OPENING</u> <u>HEIGHT (FEET)</u>	<u>TOTAL NUMBER</u> <u>OF UPRIGHT</u> <u>POSTS</u>	<u>Pricing</u>
11	14 x 14 max	Single Post Peak	12	1	\$ 11,045.02
12	14 x 14 max	Single Post Peak with Photovoltaic Attachment	12	1	\$ 18,979.14
13	16 x 16 max	Single Post Peak	12	1	\$ 16,673.08
14	18 x 18 max	Single Post Peak	12	1	\$ 16,935.11
15	20 x 20 max	Single Post Peak	12	1	\$ 17,495.18
	<u>SIZE (FEET)</u>	<u>DESCRIPTION: Single Post Pyramid Cantilever</u> <u>Outdoor fabric structure</u> <u>Specified Fabric: HDPE Colourshade®</u>	<u>MAXIMUM</u> <u>OPENING</u> <u>HEIGHT (FEET)</u>	<u>TOTAL NUMBER</u> <u>OF UPRIGHT</u> <u>POSTS</u>	<u>Pricing</u>
16	14 x 14 max	Single Post Peak Cantilever	12	1	14,479.14
	<u>SIZE (FEET)</u>	<u>DESCRIPTION: Peak Roof Triangle</u> <u>Outdoor fabric structure</u> <u>Specified Fabric: HDPE Colourshade®</u>	<u>MAXIMUM</u> <u>OPENING</u> <u>HEIGHT (FEET)</u>	<u>TOTAL NUMBER</u> <u>OF UPRIGHT</u> <u>POSTS</u>	<u>Pricing</u>
17	25 x 25 x 25	Peak Roof Triangle	15	3	\$ 20,396.14
18	40 x 40 x 40	Peak-Roof Triangle	15	3	\$ 29,591.18
FULLERTON JOINT UNION HIGH SCHOOL DISTRICT			CONTRACTOR'S PREQUALIFICATION		
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	SIZE (FEET)	DESCRIPTION: Peak Roof Hexagon Outdoor fabric structure Specified Fabric: HDPE Colourshade®	MAXIMUM OPENING HEIGHT (FEET)	TOTAL NUMBER OF UPRIGHT POSTS	Pricing
19	40' diameter max	Peak-Roof Hexagon	15	6	\$ 43,074.61
20	60' diameter max	Peak-Roof Hexagon	15	6	\$ 74,776.40
	SIZE (FEET)	DESCRIPTION: Four Point Hypar Sail Outdoor fabric structure Specified Fabric: HDPE Colourshade®	MAXIMUM OPENING HEIGHT (FEET)	TOTAL NUMBER OF UPRIGHT POSTS	Pricing
21	20 x 20 max	Single Hyperbolic Sail	14	4	\$ 29,461.18
22	30 x 30 max	Single Hyperbolic Sail	14	4	\$ 44,018.52
23	20 x 20 max	Single Hyperbolic Sail	19	4	\$ 31,261.18
24	30 x 30 max	Single Hyperbolic Sail	19	4	\$ 45,998.52
	SIZE (FEET)	DESCRIPTION: Free-Form Tri-Sail Outdoor fabric structure Specified Fabric: HDPE Colourshade®	MAXIMUM OPENING HEIGHT (FEET)	TOTAL NUMBER OF UPRIGHT POSTS	Pricing
25	30 x 30 x 30 max	Single Free-form Tri-Sail	14	3	\$ 29,585.27
26	30 x 30 x 30 max	Single Free-form Tri-Sail	19	3	\$ 31,385.54
	SIZE (FEET)	DESCRIPTION: Full Cantilever Hip Roof Outdoor fabric structure Specified Fabric: HDPE Colourshade®	MAXIMUM OPENING HEIGHT (FEET)	TOTAL NUMBER OF UPRIGHT POSTS	Pricing
27	20 x 30 max	Single Hip-Roof 20' Cantilever	15	2	\$ 39,135.82
28	20 x 60 max	Joined Hip-Roof 20' Cantilever	15	3	\$ 55,448.83
	SIZE (FEET)	DESCRIPTION: Tri-Truss Cantilever Hip Roof Outdoor fabric structure Specified Fabric: HDPE Colourshade®	MAXIMUM OPENING HEIGHT (FEET)	TOTAL NUMBER OF UPRIGHT POSTS	Pricing
29	20 x 30 max	Single Hip-Roof 20' Cantilever	15	2	\$ 46,396.42
30	20 x 60 max	Joined Hip-Roof 20' Cantilever	15	3	\$ 60,138.47
	SIZE (FEET)	DESCRIPTION: Peak Roof Multi-Layered Outdoor fabric structure Specified Fabric: HDPE Colourshade®	MAXIMUM OPENING HEIGHT (FEET)	TOTAL NUMBER OF UPRIGHT POSTS	Pricing
31	30 x 30 max	Single Peak-Roof	15	4	\$ 38,941.34
32	30 x 60 max	Double Peak- Roof	15	6	\$ 63,613.87
33	60 x 60 max	Quad Peak Roof	15	9	\$ 108,634.02

FULLERTON JOINT UNION HIGH SCHOOL DISTRICT

CONTRACTOR'S PREQUALIFICATION

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FULLERTON JOINT UNION HIGH SCHOOL DISTRICT
1051 W. Bastanchury Road
Fullerton, CA 92833
(714) 870-2819

Project Location: Districtwide

Project Title: SHADE STRUCTURES
BRAND DSA PREAPPROVED SHADE
STRUCTURES – "OR EQUAL"

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we SHADE STRUCTURES, INC. DBA USA SHADE & FABRIC STRUCTURES as Principal (hereinafter called the "Principal") and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA as Surety, (hereinafter called the "Surety") are held and firmly bound unto the FULLERTON JOINT UNION HIGH SCHOOL DISTRICT (hereinafter called the "District") in the penal sum of Ten Percent of Amount Bid Dollars (\$ 10% of Amount Bid),

lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally, firmly by these presents. The condition of this obligation is such that whereas the Principal has submitted the accompanying Bid dated 2/13, 2019, for the construction of:

Shade Structures Brand DSA Preapproved Shade Structures -

"Or Equal"

Bid Number: 1819-11

NOW THEREFORE, if the District accepts the Principal's bid, and if within **seven (7) calendar days** (*i.e.* days on which the District is opened for business) thereafter the Principal enters into a written contract with the District in accordance with the bid as accepted, and if by no later than said **seventh (7th)** calendar day the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract, and for the prompt payment of labor and material furnished in connection with that contract, or in the event of the failure of the Principal to enter into such contract and to give such bonds, if the Principal shall pay to the District within ten (10) business days after the District's request the difference between the amount specified in the bid and the amount for which District may in good faith contract with another party to perform the work covered by the bid, then the above obligation shall be void and of no effect, otherwise it shall remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract as indicated herein.

FULLERTON JOINT UNION HIGH SCHOOL DISTRICT

BID BOND

PIGGYBACK-SECTION 00 43 13-1

Forfeiture of this bond shall not preclude District from seeking any or all other remedies provided by law to cover losses sustained as a result of the Principal's failure to do any of the foregoing, and this bond shall not be a limitation on the Principal's liability therefore.

Upon the District's request, the Surety will provide the District with all of the documents specified in subdivision (a) of California Code of Civil Procedure Section 995.660.

If the District is required to initiate legal proceedings to recover on this bond, it may also recover (in addition to any other relief to which it may be entitled) all reasonable costs and expenses incurred in connection with those legal proceedings, including, without limitation, reasonable attorneys' fees, accountants' fees and experts' fees.

Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

Any claims under this bond may be addressed to the Surety at the following address:

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

One Tower Square
Bond/5PB
Hartford, CT 06183

Attention: Tom Tedesco

Telephone No.: (314) 579 - 8306

Fax No.: (888) 400 - 6771

E-mail Address: ttedesco@travelers.com

IN WITNESS WHEREOF the above-bounded parties have executed this instrument on February 11th, 2019.

"Principal"

SHADE STRUCTURES, INC. DBA USA SHADE
& FABRIC STRUCTURES

By:

Name: John Saunders

Title: President

"Surety"

TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA

By:

Name: Jennifer Williams

Title: Attorney-In-Fact

By:

Name:

Title:

Attach evidence (in the form of a Power of Attorney or some other evidence satisfactory to the District) that the Surety's signatory or signatories who have signed this bond on behalf of the Surety are authorized by the Surety to do so and to bind the Surety to the obligations set forth herein.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of MISSOURI

County of ST. LOUIS CITY

On 2/11/2019 before me, Barbara Pannier, Notary Public, personally appeared Jennifer Williams who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public



PRINCIPAL ACKNOWLEDGMENT

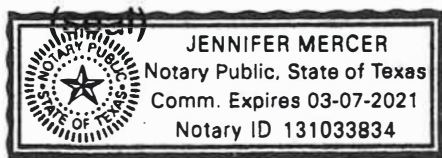
State of Texas

County of Dallas

On 11 of Feb, 2019 before me, Jennifer Mercer,
Notary Public, personally appeared John Saunders who
proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature

A handwritten signature in blue ink, appearing to read "J Mercer", written over a horizontal line.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jennifer Williams** of **ST LOUIS Missouri**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 11th day of February, 2019



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



FULLERTON JOINT UNION HIGH SCHOOL DISTRICT
1051 W. Bastanchury Road
Fullerton, CA 92833
(714) 870-2819

Bid Number: 1819-11

Project Location: Districtwide

**Project Title: SHADE STRUCTURES
BRAND DSA PREAPPROVED SHADE
STRUCTURES – "OR EQUAL"**

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Sections 4100 *et seq.*) and any amendments thereto, each bidder submitting a bid as a general or prime contractor on the project identified above shall set forth below the name, license number, and the location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement to be performed in connection with the project, or a subcontractor licensed by the State of California who, under subcontract to the bidder, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the bidder's total bid; In case more than one subcontractor is named for the same kind of Work, state the portion that each will perform. Vendors or suppliers of materials only do not need to be listed.

If a bidder fails to specify a subcontractor for any portion of the work in excess of one half of one percent (0.5%) of the bidder's total bid, then the bidder shall be deemed to have agreed that the bidder is fully qualified to perform that portion, and that the bidder alone shall perform that portion. Violation of this provision (including without limitation the procurement of subcontractors for the project if no subcontractor is specified herein) can result in the District invoking any available remedies, including without limitation the remedies of Public Contract Code Sections 4110 and 4111, and District hereby reserves any and all rights in this regard.

The bidder should use the form attached on the following page to designate its subcontractors for the project. To the extent that additional space is needed, the bidder should complete and attach additional copies of that form. In addition to information necessary to identify the subcontractors, each page of that form should include the bidder's name, the bid number, the project number, the project title, and the school name.

Bidder must provide the Contractor State License Board number ("CSLB No.") for all listed subcontractors.

Bidder must provide the Department of Industrial Relations registration number ("DIR No.") for all listed subcontractors.

The District will permit each Bidder to submit each listed subcontractor's CSLB No. and the DIR No. no later than twenty-four (24) hours after bid opening.

Alternates. Each page of that form should also indicate whether the designation of contractors pertains to the bidder's base bid or (if the project involves alternate bids) an alternate bid; if the designation pertains to an alternate bid, the alternate bid number should also be specified.

Name of Bidder: Shade Structures, Inc.

Bid No: 1819-11 **Project No.:** _____ **Project Title:** Shade Structures **School:** Districtwide

This Designation Pertains to (Check one): ☒ **Base Bid** _____ **Alternate Bid No.** _____

Portion of Work to be Performed by Subcontractor	Name of Subcontractor	License No.	Location	DIR #
None				

Contractor: Shade Structures, Inc.

By: 

Name: John Saunders

Title: President



FULLERTON JOINT UNION HIGH SCHOOL DISTRICT
1051 W. Bastanchury Road
Fullerton, CA 92833
(714) 870-2819

Bid Number: 1819-11

Project Location: Districtwide

**Project Title: SHADE STRUCTURES
BRAND DSA PREAPPROVED SHADE
STRUCTURES – "OR EQUAL"**

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY

BIDDER AND SUBMITTED WITH BID

(Public Contract Code section 7106)


The undersigned declares:

I am the President of Shade Structures, Inc., the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of ~~California~~ Texas that the foregoing is true and correct and that this affidavit is executed on 2/12/19 [date], at Dallas [city], TX [state].



Signature
John Saunders

Print Name

FULLERTON JOINT UNION HIGH SCHOOL DISTRICT

NON-COLLUSION DECLARATION
PIGGYBACK-SECTION 00 45 19 -1



FULLERTON JOINT UNION HIGH SCHOOL DISTRICT
1051 W. Bastanchury Road
Fullerton, CA 92833
(714) 870-2819

Bid Pack: 1516-15
Project Location: Districtwide

DSA Application Number: N/A
Project Title: SHADE
STRUCTURES BRAND DSA
PREAPPROVED FABRIC SHADE
STRUCTURES
(DISTRICT-WIDE)

Project: SHADE STRUCTURES BRAND DSA PREAPPROVED FABRIC SHADE
STRUCTURES (DISTRICT-WIDE)

AGREEMENT

THIS AGREEMENT, dated the 1st day of July, 2018, is entered into by and between FULLERTON JOINT UNION HIGH SCHOOL DISTRICT (hereinafter referred to as the "District"), and Shade Structures, Inc. (hereinafter referred to as the "Contractor").

The District and the Contractor, for the consideration stated herein, agree as follows:

Project Documents. References herein to the "complete contract" or the "Project Documents" shall mean not only this Agreement but also the "General Conditions" and all other "Project Documents" identified in Section 5 of the "Information for Bidders" issued by the District in connection with the above-referenced project (the "Project"). The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all. Without limiting the generality of the foregoing, all of the General Conditions are incorporated herein by this reference as though fully set forth in this Agreement.

Contractor's Performance of Work. The Contractor shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services as described in the complete contract and required for construction for that certain project identified by the District as **SHADE STRUCTURES BRAND DSA PREAPPROVED FABRIC SHADE (DISTRICT-WIDE)** and designated by the District as its **Project No. 1516-15**. All of said work to be performed and materials to be furnished shall be completed in a good workmanlike manner in strict accordance with the "Plans and Specifications" (as defined in the Information for Bidders) and all provisions of the complete contract. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with this obligation, and the Contractor shall not be excused with respect to any failure to so comply by any act or omission of the architect, engineer, and/or inspector

FULLERTON JOINT UNION HIGH SCHOOL DISTRICT

AGREEMENT

PIGGYBACK – SECTION 00500-1

assigned to the Project by the District (the "Architect", "Engineer" and "Inspector", respectively), or by the California Department of General Services' Division of the State Architect ("DSA"), or by any representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the Project Documents, and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the District within three (3) "Business Days" (defined as days on which the District is opened for business) of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Project Documents.

Compensation to Contractor. The District shall pay to the Contractor, as full consideration for the faithful performance of this Agreement, and subject to any additions or deductions as provided in the Project Documents, as reflected in Exhibit "A".

Commencement and Completion of Work. The work required to be performed by the Contractor under this Agreement shall start no later than the specified commencement date listed in the "Notice to Proceed" and shall be completed no later than as necessary.

The Contract Term is one (1) year after award of Bid, and may be extended for additional one (1) year periods in accordance with Education Code section 17596 for a total of five (5) years. This contract is effective from July 1, 2018 through June 30, 2019. The prices set forth in Exhibit "A", are to remain firm until July 30, 2018. Price adjustments for subsequent years may be adjusted annually beginning in August 2018, pursuant to the following formula, provided the Contractor submits a request to the District for a price adjustment in writing no later than June 30, 2018 (and by each June 30 thereafter). The price adjustment shall be calculated as follows: The original contract unit price multiplied by the Office of Public School Construction Class B index ending the month prior to the annual August adjustment. The price adjustment for each yearly period shall use the same formula applied against the original price (those reflected in Exhibit "A"). Contractor is responsible for requesting all price increases.

Liquidated Damages. Time is of the essence. The Contractor acknowledges that the District will suffer damage if (a) the Contractor fails to complete (or cause its subcontractors to complete) any of the construction milestones identified in any approved Construction Schedule (as that term is defined in the General Conditions) by the deadline dates identified for such completion in the Construction Schedule (including without limitation any construction milestones or deadline dates contained in any submittal schedule, procurement schedule, commissioning schedule or close-out schedule), or (b) the work required of the Contractor under this Agreement is not completed by the time specified herein above. Since it is impractical and infeasible to determine the amount of actual damage, the parties hereto agree that in accordance with Government Code Section 53069.85 and pursuant to Public Contract Code section 7203, the Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum of: **One Thousand Five Hundred Dollars (\$1,500.00)** for each consecutive calendar day of delay, from and including the date on which the delay began, through and including the day on which the delay ceased (and including all

intervening weekend days and holidays), until the work that is the subject of the delay is completed and accepted. This amount shall be deducted from any payments due to or to become due to the Contractor. The Contractor and the Contractor's surety shall be liable for the amount thereof. Time extensions may be granted by the District as provided in Article 14 of the General Conditions.

Default by Contractor. If the Contractor fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, or fails to comply with any of the Project Documents, then the District's Board of Education, the District's Superintendent, or any designee of the Superintendent may deliver a written notice to the Contractor demanding that the Contractor cure such failure. If such failure is not cured within the time frame indicated in that notice and as indicated in the Project Documents, then the Contractor shall automatically be deemed to be in default of this Agreement without further notice from the District. Without limiting any other remedy available to the District pursuant to the Project Documents and/or applicable law, such default shall entitle the District to (a) exclude the Contractor from the Project premises (or any portion thereof in the District's discretion), (b) take possession of said premises (or portion thereof), together with all material and equipment thereon, and/or (c) complete all or any portion of the work contemplated by this Agreement, either by (i) furnishing the tools, equipment, labor or material necessary, or (ii) letting the unfinished portion of said work (or the portion taken over by the District) to another contractor, or (iii) a combination of those methods. The cost to the District of exercising any such remedy shall be a charge against the Contractor; the Contractor agrees to pay all such costs to the District upon the District's demand, and agrees that the District shall also have the right to deduct any or all such costs from any money due or becoming due to the Contractor from the District under this Agreement or any other agreement. Any surety executing any bond included among the Project Documents or otherwise agreeing to perform the Contractor's obligations under this Agreement shall also be liable for payment of said costs incurred by the District in connection with the exercise of the remedies described above, if the Contractor fails to pay those costs as required hereby.

Indemnification, Defense and Hold Harmless. The Contractor shall indemnify, defend, and hold harmless the District, the Architect, the District's owner's representative assigned to the Project by the District, the District's project manager assigned to the Project, and the District's construction manager assigned to the Project, and each of their respective shareholders, governing board members, directors, officers, partners, members, managers, agents, employees, engineers, contractors, subcontractors, volunteers, or consultants (the "Indemnified Parties") from and against any and all actions, agreements, attorneys' fees, causes of action, claims, contracts, costs, covenants, damages, debts, demands, expenses, judgments, lawsuits, liabilities, liens, losses, obligations, orders, and rights of whatever kind or nature in law, equity or otherwise, which arise out of or are in any way connected with the Contractor's (or any of its subcontractors', its consultants' or its independent contractors') performance of work under this Agreement (or any subcontract there under) or otherwise in connection with the Project, (collectively, the "Claims"), save and except such Claims that are determined by a court of competent jurisdiction to have arisen from the active

negligence or willful misconduct of an Indemnified Party. Without limiting the generality of the foregoing, the Contractor will indemnify, defend and hold harmless the Indemnified Parties against Claims arising from or in any way connected to:

The negligence or willful misconduct of the Contractor or its shareholders, directors, officers, partners, members, managers, agents, employees, engineers, consultants, contractors, or subcontractors;

The death of or bodily injury to any person, regardless of whether that death or injury occurs at the Project site or on or off of any other District property;

Injury to property, loss of property, or theft of property, regardless of whether that injury, loss or theft occurs at the Project site or on or off of any other District property; or

Any other loss, damage or expense sustained by the Contractor.

The Contractor – at its own expense, cost, and risk – shall defend at the District's request any and all Claims that may be brought or instituted against any of the Indemnified Parties, and shall pay or satisfy any judgment that may be rendered against any of the Indemnified Parties in any action, suit or other proceedings as a result thereof.

Insurance. The Contractor shall, at its expense, purchase and keep in force throughout the term of this Agreement, policies of insurance which are issued by insurers meeting the qualifications established by Article 18 of the General Conditions and Section 00435 – Certificate of Insurance. Those policies shall provide the types of insurance required by Contract Documents. The Contractor and its insurer shall provide a completed Certificate of Insurance in the form attached as Section 00435 – Certificate of Insurance, and not an insurance company form.

Substitution of Securities for Moneys Withheld, or Payment to Escrow Holder of Retentions, Pursuant to Public Contract Code § 22300. Pursuant to Public Contract Code Section 22300, and at the request and expense of the Contractor, securities equivalent to the amount of any monies withheld by the District to ensure the Contractor's performance under this Agreement shall be done in compliance with in the form of the Escrow Agreement for Security Deposits in Lieu of Retention – Section 00501.

Additional Requirements if Project Involves Trenches or Excavations. Pursuant to Public Contract Code Section 7104, if the Project involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, then the provisions of Section 7.7 of the General Conditions apply to this Agreement and are hereby incorporated herein by reference.

Resolution of Construction Claims. Public Contract Code Section 20104(c) requires that the provisions of Public Contract Code Sections 20104 through 20104.6, or a summary thereof, "be set forth in the plans and specifications for any work which may give rise to a claim under" those Code Sections. Such a summary is set forth at

Article 19 of the General Conditions and is hereby deemed also to be set forth in its entirety in the Plans and Specifications.

Prevailing Wages. The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.

Stipulation Regarding Working Hours. Pursuant to Labor Code Section 1813, the Contractor hereby stipulates to the matters set forth in Section 9.5.3 of the General Conditions.

Stipulation Regarding Apprentices. Pursuant to Labor Code Section 1777.5(n), the Contractor hereby stipulates to the matters set forth in Section 9.4 of the General Conditions.

Assignment of Rights. In entering into this Agreement, the Contractor offers and agrees (as required by Public Contract Code Section 7103.5(b) and Government Code Section 4552) to assign to the District all rights, title and interest in and to all causes of action the Contractor may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Sections 16700 *et seq.*) arising from purchases of goods, materials, or services by the Contractor for sale to the District pursuant to this Agreement. Such assignment shall be made and become effective at the time the District tenders final payment under this Agreement, without further acknowledgement by the Contractor or the District.

Examination and Audit by State Auditor. Pursuant to Government Code Section 8546.7, the District and the Contractor are each subject to the examination and audit of the State Auditor, at the District's request or as part of any audit of the District, for a period of three (3) years after final payment under this Agreement.

Authority to Execute and Perform Agreement. If the Contractor is a corporation, partnership, limited liability company or other legal entity, the persons signing this Agreement on the Contractor's behalf hereby represent and warrant that (a) the Contractor is duly formed and in good standing in the state in which it was formed, (b) the Contractor is authorized to do business in California, and (c) the person signing this Agreement on the Contractor's behalf is authorized by the Contractor to act for and bind the Contractor to this Agreement and to obligate the Contractor to perform pursuant to the terms of this Agreement and the other Project Documents.

Incorporation of Provisions Required by Law. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party this Agreement shall forthwith be physically amended to make such insertion or correction.

Entire Agreement. The "complete contract" (that is, this Agreement and the other Project Documents) constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement and the other Project Documents can be modified only by an amendment in writing, signed by both parties and pursuant to action of the District's Board of Education.

Change Orders. The District represents to the Contractor that the resolution adopted by the District's Board of Education to approve the District's entry into this Agreement specifically authorizes the District's Associate Superintendent of Business Services, or his designee, to approve change orders under Article 16 of the General Conditions.

Piggyback/Other Public Agencies. Pursuant to Public Contract Code Sections 20118 and 20652 and other applicable provisions, other public agencies, including school districts and community colleges in the State of California, may acquire items identified in this Agreement under the same terms and conditions of this Agreement and the Project Documents. The District waives its rights for a warrant to be drawn in its favor or for any reasonable costs, and directs each public agency to work directly with the Contractor.

"Days" Means Calendar Days. All references to "Business Days" in any of the Project Documents is defined as days on which the District is opened for business. All other references to "days" in the Project Documents shall mean calendar days.

CONTRACTOR SPECIFICALLY AGREES TO ASSERT NO DEMANDS OR CLAIMS IN ARBITRATION OR LITIGATION UNLESS IT HAS STRICTLY COMPLIED WITH THE PROVISIONS IN THE "CLAIMS" SECTION OF THE GENERAL CONDITIONS (SECTION 007000).

Contractor's Initials Acknowledging "Claims Resolution" Requirements: BS

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

"Contractor"



By: _____

Name: John Saunders

Title: President

Date: 6/22/18

"District"

Fullerton Joint Union High School District,
a political subdivision of the State of California

By: _____

Name: Todd Butcher

Title: Director, Facilities and Construction

Date: 7-5-18

NOTE: If the Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or of the resolution of the Board of Directors of the corporation, authorizing the above person to execute this Agreement and the bonds required by the Contract Documents.

Attest:

By: _____

Name: _____

Title: _____

Date: _____

FULLERTON JOINT UNION HIGH SCHOOL DISTRICT
June 5, 2018

To: President Buchi and Members, Board of Trustees

From: Scott Scambray

Subject: Renewal of Agreement and Approval of Price Adjustment
With Shade Structures, Inc. dba USA Shade & Fabric Structures
for the Purchase and Installation of Shade Structures
Districtwide and Allow Piggybacking by Other Public
Corporations and Agencies, Bid #1516-16 (EC 2016/17 #109)

BD AGENDA

JUN 5 2018

ACTION

Background

On July 12, 2016, the Board approved an agreement with Shade Structures, Inc. dba USA Shade & Fabric Structures, for the purchase and installation of shade structures Districtwide and allow piggybacking by other public corporations and agencies. The term of the agreement was five years, renewed annually through June 30, 2021.

Current Consideration

This agenda item seeks renewal of the agreement for one year to the Shade Structures, Inc. dba USA Shade & Fabric Structures contract. The prices set forth in Exhibit "A" are to remain firm until July 30, 2018. Price adjustments for subsequent years may be adjusted annually beginning in August 2018, pursuant to the following formula, provided the Contractor submits a request to the District for a price adjustment in writing no later than June 30, 2018 (and by each June 30 thereafter). The price adjustment shall be calculated as follows: The original contract unit price multiplied by the Office of Public School Construction Class B index ending the month prior to the annual August adjustment. The price adjustment for each yearly period shall use the same formula applied against the original price (those reflected in Exhibit "A"). Contractor is responsible for requesting all price increases. The 2018 adjustment is 4.17%.

Financial Implications

Funding Source: Fund 24-General Obligation Bond
Fund 26-General Obligation Bond
Routine Restricted Maintenance

Recommendation

It is recommended that the Board of Trustees approve the renewal of the agreement and price adjustment with Shade Structures, Inc. dba USA Shade & Fabric Structures for the purchase and installation of shade structures Districtwide and allow piggybacking by other public corporations and agencies, Bid #1516-16 (EC 2016/17 #109), and that the Superintendent or designee be authorized to execute the necessary documents.

Attachment
TB/mr

Superintendent's Comment:
APPROVAL RECOMMENDED

	SIZE (FEET)	DESCRIPTION: Single Hip-Roof Outdoor fabric structure Specified Fabric: HDPE Colourshade®	Pricing
1	18 x 18 max	Single Hip-Roof	\$14,897.65
2	18 x 25 max	Single Hip-Roof	\$18,627.41
3	26 x 26 max	Single Hip-Roof	\$21,269.06
4	20 x 30 max	Single Hip-Roof	\$19,383.67
5	20 x 30 max	Single Hip-Roof, 20lb. Snow load	\$21,242.08
6	25 x 30 max	Single Hip-Roof	\$21,964.35
7	30 x 30 max	Single Hip-Roof	\$22,365.95
8	30 x 40 max	Single Hip-Roof	\$26,895.33
	SIZE (FEET)	DESCRIPTION: Single Post Outdoor fabric structure Specified Fabric: HDPE Colourshade®	Pricing
9	10 x 10 max	Single Post Peak	\$8,630.96
10	12 x 12 max	Single Post Peak	\$9,152.92
11	14 x 14 max	Single Post Peak	\$9,642.91
	SIZE (FEET)	DESCRIPTION: Peak Roof Triangle Outdoor fabric structure Specified Fabric: HDPE Colourshade®	Pricing
12	20 x 20 x 20	Peak Roof Triangle	\$21,483.06
13	30 x 30 x 30	Peak-Roof Triangle	\$22,596.95
	SIZE (FEET)	DESCRIPTION: Peak Roof Hexagon Outdoor fabric structure Specified Fabric: HDPE Colourshade®	Pricing
14	30' diameter max	Peak-Roof Hexagon	\$40,735.70
15	40' diameter max	Peak-Roof Hexagon	\$41,350.30
16	50' diameter max	Peak-Roof Hexagon	\$68,891.53
17	60' diameter max	Peak-Roof Hexagon	\$71,783.05
	SIZE (FEET)	DESCRIPTION: Four Point Hypar Sail Outdoor fabric structure Specified Fabric: HDPE Colourshade®	Pricing
18	15 x 15 max	Single Hyperbolic Sail	\$26,426.15
19	20 x 20 max	Single Hyperbolic Sail	\$26,970.23
20	25 x 25 max	Single Hyperbolic Sail	\$41,386.15
21	30 x 30 max	Single Hyperbolic Sail	\$41,850.15
	SIZE (FEET)	DESCRIPTION: Free-Form Tri-Sail Outdoor fabric structure Specified Fabric: HDPE Colourshade®	Pricing
22	18 x 18 x 18 max	Single Free-form Tri-Sail	\$24,129.14
23	20 x 20 x 20 max	Single Free-form Tri-Sail	\$28,752.08

24	30 x 30 x 30 max	Single Free-form Tri-Sail	\$29,060.19
	SIZE (FEET)	DESCRIPTION: Full Cantilever Hip Roof Outdoor fabric structure Specified Fabric: HDPE Colourshade®	Pricing
25	18 x 27 max	Single Hip-Roof 18' Cantilever	\$36,557.60
26	20 x 30 max	Single Hip-Roof 20' Cantilever	\$37,329.19
27	18 x 54 max	Joined Hip-Roof 18' Cantilever	\$50,398.95
28	20 x 60 max	Joined Hip-Roof 20' Cantilever	\$52,749.19
	SIZE (FEET)	DESCRIPTION: Tri-Truss Cantilever Hip Roof Outdoor fabric structure Specified Fabric: HDPE Colourshade®	Pricing
29	18 x 27 max	Single Hip-Roof 18' Cantilever	\$42,831.23
30	20 x 30 max	Single Hip-Roof 20' Cantilever	\$44,299.15
31	18 x 54 max	Joined Hip-Roof 18' Cantilever	\$56,120.19
32	20 x 60 max	Joined Hip-Roof 20' Cantilever	\$57,251.10
	SIZE (FEET)	DESCRIPTION: Peak Roof Multi-Layered Outdoor fabric structure Specified Fabric: HDPE Colourshade®	Pricing
33	20 x 20 max	Single Peak-Roof	\$30,617.00
34	25 x 25 max	Single Peak-Roof	\$32,474.19
35	30 x 30 max	Single Peak-Roof	\$34,695.19
36	20 x 40 max	Double Peak-Roof	\$45,147.98
37	25 x 50 max	Double Peak-Roof	\$47,528.87
38	30 x 60 max	Double Peak-Roof	\$51,368.80
39	40 x 40 max	Quad Peak-Roof	\$81,445.05
40	50 x 50 max	Quad Peak-Roof	\$87,571.98
41	60 x 60 max	Quad Peak-Roof	\$94,297.32
	SIZE (FEET)	DESCRIPTION: Hip Roof Outdoor Waterproof fabric structure Specified Fabric: PVC Ferrari®502/Ferrari®702	Pricing
42	20 x 20 max	Hip-Roof Waterproof	\$44,027.07
43	25 x 25 max	Hip-Roof Waterproof	\$46,785.94
44	30 x 30 max	Hip-Roof Waterproof	\$49,290.54
45	20 x 40 max	Double Hip-Roof Waterproof	\$68,831.45
46	25 x 50 max	Double Hip-Roof Waterproof	\$70,888.76
47	30 x 60 max	Double Hip-Roof Waterproof	\$85,873.17

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

Topic: ACCEPTANCE OF THE 2022-2023 PROPOSITION 39 GENERAL OBLIGATIONS BONDS, BOND BUILDING FUNDS, MEASURE TT, AND MEASURE O FINANCIAL AND PERFORMANCE AUDITS

RECOMMENDATION: The Governing Board of the Pasadena Unified School District accept the 2022-2023 Proposition 39 General Obligations Bonds, Bond Building Funds, Measure TT, and Measure O Financial and Performance Audits.

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

I. BACKGROUND:

The financial statements include Measure TT and Measure O Bond funds. These funds were established to account for General Obligation bonds issued under the General Obligation Bond Election of November 4, 2008, for Measure "TT", and Election of November 3, 2020, for Measure O and to account for expenditures authorized by each measure.

II. STAFF ANALYSIS:

The 2022-2023 annual audit report was completed and submitted to all regulatory and reviewing agencies. The following summarizes the significant findings or issues arising from the audit that were discussed, or the subject of correspondence, with management: No finding was identified in this audit.

Attachment: Audit of Bond Funds – June 30, 2023

III. FISCAL IMPACT:

There is no fiscal impact.

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

March 28, 2024

Submitted by:


Kingsley Udo, MBA, Interim Chief Business Officer

Funding title/code:

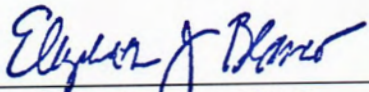
Title: N/A

Code: N/A

Board Report No. 1728-F

Date: March 28, 2024

Approved:

A handwritten signature in blue ink, appearing to read "Elizabeth J. Blanco", written over a horizontal line.

Elizabeth J. Blanco, Ed.D.
Interim Superintendent

Originated by: Kingsley Udo, MBA, Interim Chief Business Officer

**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, 2023**



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**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 Audit of the Financial Statements

Opinions

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, 2023, and the related notes to the financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Measure TT and Measure O Bond Building Funds of the District, as of June 30, 2023, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

As discussed in Note 1, the financial statements present 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, 2023 or the changes 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.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

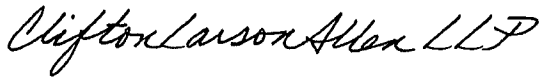
- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Board of Education and Citizen's Oversight Committee
Pasadena Unified School District

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 14, 2024 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.

A handwritten signature in black ink that reads "CliftonLarsonAllen LLP". The signature is written in a cursive, flowing style.

CliftonLarsonAllen LLP

Glendora, California
February 14, 2024

**PASADENA UNIFIED SCHOOL DISTRICT
MEASURE TT AND MEASURE O BOND BUILDING FUNDS
BALANCE SHEET
JUNE 30, 2023**

	<u>Measure TT</u>	<u>Measure O</u>
ASSETS		
Cash in County Treasury	\$ 1,603,132	\$ 27,496,090
Accounts Receivable	<u>26,011</u>	<u>142,302</u>
Total Assets	<u><u>\$ 1,629,143</u></u>	<u><u>\$ 27,638,392</u></u>
LIABILITIES AND FUND BALANCE		
LIABILITIES		
Accounts Payable	\$ 329,046	\$ 1,725,377
Total Liabilities	<u>329,046</u>	<u>1,725,377</u>
FUND BALANCE		
Restricted	1,300,097	25,913,015
Total Fund Balance	<u>1,300,097</u>	<u>25,913,015</u>
Total Liabilities and Fund Balance	<u><u>\$ 1,629,143</u></u>	<u><u>\$ 27,638,392</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, 2023**

	<u>Measure TT</u>	<u>Measure O</u>
REVENUES		
Interest and Investment Income	\$ 139,998	\$ 826,665
Total Revenues	<u>139,998</u>	<u>826,665</u>
EXPENDITURES		
Classified Personnel Salaries	66,711	32,680
Employee Benefits	35,145	17,461
Books and Supplies	171	3,000,122
Services and Other Operating Expenses	10,500	464,282
Capital Outlay	<u>1,048,104</u>	<u>13,910,403</u>
Total Expenditures	<u>1,160,631</u>	<u>17,424,948</u>
NET CHANGE IN FUND BALANCE	(1,020,633)	(16,598,283)
Fund Balance - Beginning of Year	<u>2,320,730</u>	<u>42,511,298</u>
FUND BALANCE - END OF YEAR	<u><u>\$ 1,300,097</u></u>	<u><u>\$ 25,913,015</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, 2023**

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 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 amortized 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, 2023**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Accounts Receivable

Receivables are recorded when the amount is earned and can be determined. Receivables represent interest due on amounts held with the County treasury and are considered fully collectible.

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, 2023 is measured at 95.167% 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

**PASADENA UNIFIED SCHOOL DISTRICT
MEASURE TT AND MEASURE O BOND BUILDING FUNDS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023**

NOTE 2 DEPOSITS – CASH IN COUNTY TREASURY (CONTINUED)

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.

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, 2023, the District was committed under various capital expenditure purchase agreements for Measure TT and Measure O bond projects totaling approximately \$270 thousand and \$12.9 million, respectively.

NOTE 4 SUBSEQUENT EVENT

On August 15, 2023, the District issued Election of 2020 General Obligation Bonds, Series C and Series C-1 of \$60,000,000 and \$20,000,000, respectively. The Series C Bonds were issued to finance the repair, upgrading, acquisition, construction and equipping of District sites and facilities, and to pay the costs of issuing the Series C Bonds. The Series C-1 Bonds were issued to finance the acquisition and installation of various technology projects, and to pay the costs of issuing the Series C-1 Bonds.



**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 and Citizens' Oversight Committee
Pasadena Unified School District
Pasadena, California

We have audited, in accordance with the 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, 2023, and the related notes to the financial statements which collectively comprise the District's financial statements of the Measure TT and Measure O Bond Building Funds and have issued our report thereon dated February 14, 2024.

Report on 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 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.

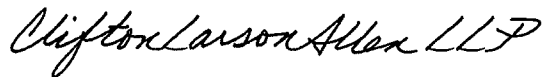
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on 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 from 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 black ink that reads "CliftonLarsonAllen LLP". The signature is written in a cursive, flowing style.

CliftonLarsonAllen LLP

Glendora, California
February 14, 2024

**PASADENA UNIFIED SCHOOL DISTRICT
MEASURE TT AND MEASURE O BOND BUILDING FUNDS
SCHEDULE OF FINDINGS AND RESPONSES
JUNE 30, 2023**

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, 2023. 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, 2022.

**PERFORMANCE AUDITS OF THE
MEASURE TT AND MEASURE O BOND PROGRAMS**



CliftonLarsonAllen LLP
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INDEPENDENT AUDITORS' REPORT ON PROPOSITION 39 COMPLIANCE REQUIREMENTS

Board of Education and 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, 2023.

We conducted this performance audit in accordance with generally accepted *Government Auditing Standards*. 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 14 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, 2023, 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

Glendora, California
February 14, 2024

**PASADENA UNIFIED SCHOOL DISTRICT
PERFORMANCE AUDIT OF
THE MEASURE TT AND MEASURE O BOND PROGRAMS
JUNE 30, 2023**

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, 2022 to June 30, 2023. 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, 2023, 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, 2023**

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, 2023. For Measure TT, our sample included transactions totaling \$509,278. This represents 44% of total expenditures of \$1,160,631. For Measure O, our sample included transactions totaling \$12,838,166. This represents 74% of total expenditures of \$17,424,948.
 - 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 \$101,856 included in the total transaction samples above, for Measure TT. This represents approximately 100% of salaries and benefits recorded to Measure TT. We tested salaries and benefits of \$50,141 included in the total transaction samples above, for Measure O. This represents approximately 76% of salaries and benefits recorded to Measure TT.
 - 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.



CLA (CliftonLarsonAllen LLP) is a network member of CLA Global. See CLAGlobal.com/disclaimer. Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.

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

Topic: AUTHORIZATION TO INITIATE STAFF HOUSING PROJECT AT ROOSEVELT ELEMENTARY SCHOOL FUNDED BY FUTURE BOND

RECOMMENDATION: The Governing Board of the Pasadena Unified School District authorizes District Staff to initiate due diligence and other activities to develop a staff housing project at Roosevelt Elementary School funded by a future bond.

Anticipated Effect on Student Outcomes: Enhancing collaboration through a District-level planning process aimed at coordinating services, human resources, and financial assets to provide staff housing, with the ultimate objective of fostering staff retention and diminishing turnover rates.

I. BACKGROUND:

The Pasadena Unified School District (PUSD) recognizes the importance of permanent and sustainable employee housing. Affordable housing options can attract talented educators and staff to the District and encourage them to stay longer-term, reducing turnover rates. When staff members live close to their workplace, it enhances their sense of belonging to the community. It strengthens their commitment to the District, leading to greater stability within the staff body. Staff housing initiatives can contribute to a positive work environment, better educational outcomes, and a thriving community school community.

II. STAFF ANALYSIS:

Staff is recommending that the Board of Education take action and authorize the initiation of a Staff Housing Project at the Roosevelt Elementary site. This proposed project will be funded by the proposed November 2024 bond, if approved. Any excess revenue generated by the proposed project will be spent on school district facilities' upkeep. Staff is recommending that the initial work of this process start as soon as possible and be funded with Measure O funds. If approved staff will present an updated plan for developing the proposed project at the next regular board meeting.

III. FISCAL IMPACT:

Staff estimates that the initial steps for this work will range between \$550,000 and \$2.068,000. Funds are available in the funding string below.

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

Date: August 24, 2023

Submitted by: _____

Elizabeth J. Blanco, Ed. D, Interim Superintendent

Funding title/code:

Name: Measure O

String: 21.3-97092.0-00000-85000-5810-0000710

Approved:



Elizabeth J. Blanco, Ed. D,
Interim Superintendent

Originator: Manuel Carrasco, Director, Facilities, Maintenance and Operations, and Transportation

Understanding COC Financial Report by Project

This report contains all Program Financial Data for the Measure O Program. There are separate reports for the Fund Source: Education Technology or Facilities Capital. The report by project provides financial information at the summary level for each project. It is sorted by School Type, School, and Project. It shows the following information:

Summary Table at top of report:

Total Bond Funding: Total amount of Funds approved by Voters for Capital or Education Technology.

Current Budget Amount: Total amount of Funds Authorized by the BOE

Current Contracts Committed: Total amount of Funds that have been issued as contracts.

Payables Invoiced: Total amount of funds that have been authorized to be paid

Unallocated Funds: Total amount of funds that have not been authorized by the BOE. "Total Bond Funding" minus "Current Budget Amount".

Report Data:

School Type: provides information by the following:

01 Elementary Schools

02 Middle Schools

03 High schools

04 Charter Schools

05 Private Schools

06 Educational Technology (Districtwide Projects in Capital for Technology)

07 Facilities (Districtwide support for facilities)

School Name: Name of School

Project Name: The name of the project

Project Budget: The overall budget or allocation of funds for the project. This amount is approved by the BOE by authorization of a project.

Original Contract: Amount awarded to the contractor including allowances and Contingencies. Also known as "Commitments". In the "By Project" report this a summary of all contracts for that project.

Approved Changes: Change Orders that have been authorized. In the "By Project" report this a summary of all contracts for that project.

Current Contract Amount: Total of original contract and authorized change orders. Also known as "Commitments". In the "By Project" report this a summary of all contracts for that project.

Budget Delta: Difference between the budget and current contract amount. In the "By Project" report this a summary of all contracts for that project.

Invoiced to date: Includes all Pay applications or invoices that are authorized to be paid. In the "By Project" report this a summary of all contracts for that project.

Commitment Remaining: Balance of contract amount that has not be invoiced and authorized. In the "By Project" report this a summary of all contracts for that project.

Understanding COC Financial Report by Project and Contract Detail

This report contains all Program Financial Data for the Measure O Program. There are separate reports for Fund Source: Education Technology or Facilities Capital. The report by "Contract" provides financial information for each project with contract details. It is sorted by School Type, School, and Project. It shows the following information:

Summary Table at top of report:

Total Bond Funding: Total amount of Funds approved by Voters for Capital or Education Technology.

Current Budget Amount: Total amount of Funds Authorized by the BOE

Current Contracts Committed: Total amount of Funds that have been issued as contracts.

Payables Invoiced: Total amount of funds that have been authorized to be paid

Unallocated Funds: Total amount of funds that have not been authorized by the BOE. "Total Bond Funding" minus "Current Budget Amount".

Report Data:

School Type: provides information by the following:

01 Elementary Schools

02 Middle Schools

03 High schools

04 Charter Schools

05 Private Schools

06 Educational Technology (Districtwide Projects in Capital for Technology)

07 Facilities (Districtwide support for facilities)

School Name: Name of School

Project Name: The name of the project

Contract Name: The Contractor or Vendor for that Contract

Contract Date: Date contract was issued or awarded.

Object Code: Accounting cost codes that was assigned to that contract to follow PUSD accounting and used in the LACOE Best system.

Project Budget: The overall budget or allocation of funds for the project. This amount is approved by the BOE by authorization of a project.

Original Contract: Amount awarded to the contractor including allowances and Contingencies. Also known as "Commitments".

Approved Changes: Change Orders that have been authorized.

Current Contract Amount: Total of original contract and authorized change orders. Also known as "Commitments"

Budget Delta: Difference between the budget and current contract amount.

Invoiced to date: Includes all Pay applications or invoices that are authorized to be paid.

Commitment Remaining: Balance of contract amount that has not be invoiced and authorized.

Understanding Project Status Report by School

This report provides the current status of the project. There are separate reports for the Fund Source, for Measure O, Education Technology and Facilities Capital, Measure TT, ESSER, or Developer Funds. It is sorted by School Type, School, and Project. Only current projects are shown, closed projects are not reported. It shows the following information:

Summary Table at top of report:

Total Projects: Current projects in work. Does not include completed projects.

Closeout: Total number of Projects in this phase.

Construction: Total number of Projects in this phase.

Design: Total number of Projects in this phase.

Investigation: Total number of Projects in this phase.

Procurement: Total number of Projects in this phase.

(Note that if there are no projects in a phase it is not included in the table)

Report Data:

School Type: provides information by the following:

01 Elementary Schools

02 Middle Schools

03 High schools

04 Charter Schools

05 Private Schools

06 Educational Technology (Districtwide Projects in Capital for Technology)

07 Facilities (Districtwide support for facilities)

School Name: Name of School

Project Name: The name of the project

Phase of the Project: Current Phase:

Close-out

Construction

Design

Hold

Investigation

Potential

Procurement

NTP Date: Notice to Proceed, date contractor can start construction of project and the schedule has started.

Substantial Completion: Date that the contractor is scheduled to be complete except for punch lists and closeout items.

Percent Complete: Percentage to represent progress of the project. Only applies to the Design and Construction Phase. It is provided as an estimate by the Project Manager. It is updated weekly.

DSA Req'd: Yes or No, is it a DSA Project

Update Status: Brief Description of important or critical information about the project provided by the Project Manager. It is updated weekly.



Budget Status by Fund

Budget status summary by Fund in selected Projects (thru 03/15/2024)

Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

School Name - Project Name/Cost Group/Object Code/Contract Name	21.1 - GOB (Measure TT Series A)			Fund 21.1 Analysis		
	Budget	Commitments	Expenditures	Remaining Commitment	Retention	Uncommitted Available Balance
Altadena Elementary School - COMPLETE: Addition of 3 Shade Stuctures (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) (1) (2) (4)						
	10,734,105	10,734,105	10,733,605	500		0
ALTADENA ELEM. TOTAL	10,912,379	10,912,379	10,911,879	500	-	0
Aveson Charter School (Noyes) - COMPLETE: Portable N Demolition Project (95029.0)						
	30,654	30,654	30,654	-		-
AVESON (NOYES) TOTAL	30,654	30,654	30,654	-	-	-
Blair High School - 04A Modernization of Main Building (95056.0) (2)						
	30,051,416	30,051,416	30,051,416	-		(0)
Blair High School - 04b Track and Field (95005.0) (2)						
	82,877	82,877	82,877	-		-
Blair High School - COMPLETE: Blair Middle School Campus (95001.0) (1) (2)						
	14,538,936	14,538,936	14,538,936	-		-
Blair High School - COMPLETE: Measure T E-Rate (95180.0)						
	428,677	428,677	428,677	-		-
Blair High School - COMPLETE: PROJECT CNLD - New 9th Grade Classroom (2)						
	1,146,779	1,146,779	1,146,779	-		-
BLAIR HS - Blair HS Site Access Improvement (ADA) (95056.1) (2)						
	51,285	51,285	51,285	-		-
BLAIR TOTAL	46,299,971	46,299,971	46,299,971	-	-	(0)
Burbank Elementary School - COMPLETE: Electrical Panel Upgrade (95064.0) (2)						
	87,603	87,603	87,603	-		-
Burbank Elementary School - COMPLETE: Renovation of Hodges (old 95140.0 merged) (2)						
	253,584	253,584	253,584	-		-
Burbank Elementary School - Lunch Shelter/Renovation (95131.0) (1) (2) (3) (4)						
	924,769	924,769	924,769	-		-
BURBANK TOTAL	1,265,956	1,265,956	1,265,956	-	-	-
Career Technical - Career Technical Education Projects (95145.0)						
	2,683,000	2,683,000	2,683,000	-		-
Career Technical - COMPLETE: CTE KLRN TV (95145.0)						
	100,507	100,507	100,507	-		-
CAREER TECHNICAL TOTAL	2,783,507.33	2,783,507.33	2,783,507.33	-	-	-
Central Kitchen - COMPLETE: Culinary Academy/Kitchen Construction (9						
	1,238,928	1,238,928	1,238,928	-		-
CENTRAL KITCHEN TOTAL	1,238,928	1,238,928	1,238,928	-	-	-
Cleveland Elementary School - COMPLETE: Measure T E-Rate (95180.0)						
	113,292	113,292	113,292	-		-
Cleveland Elementary School - COMPLETE: New Classroom Wing (95031.0) (2)						
	4,594,037	4,594,037	4,594,037	-		-
Cleveland Elementary School - Modernize Kitchen (95121.0) (2)						
	108,495	108,495	108,495	-		-
Cleveland Elementary School - Student Safety Wall & Flooring Padding (2)						
	8,506	8,506	8,506	-		-
CLEVELAND ELEM. TOTAL	4,824,330	4,824,330	4,824,330	-	-	-
District Service Center - Facilities Administration (95000.0) (1) (2) (3) (4)						
	16,369,992	16,320,526	16,308,050	12,476		49,466
DSC FACILITIES ADMIN	16,369,992	16,320,526	16,308,050	12,476	-	49,466
District Service Center - Facilities Administration (97092.0) 21.3 (1) (2) (4)						
	68,931	50,407	43,032	7,375		18,525
DSC FACILITIES ADMIN	68,931	50,407	43,032	7,375	-	18,525



Budget Status by Fund

Budget status summary by Fund in selected Projects (thru 03/15/2024)

Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

21.1 - GOB (Measure TT Series A)				Fund 21.1 Analysis		
District Wide - DW - Child Care Centers Playground (97115.0, 61051)						
	71,762	71,762	71,762	-		0
District Wide - DW - Security Door Lockset Replacement (97119.0) (2)						
	389,329	380,000	-	380,000		9,329
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	-		-
District-Wide - COMPLETE: Exterior Improvements (95036.0)						
	42,112	42,112	42,112	-		-
District-Wide - COMPLETE: Technology Modifications (95144.0)						
	3,071,556	3,071,556	3,071,556	-		-
District-Wide - District-Wide I.T. Wireless Access Upgrade (2)						
	3,000,000	3,000,000	3,000,000	-	109,813	-
District-Wide - DW - PRI 0 - Roofing (95135.0)						
	391,831	391,831	391,831	-		-
District-Wide - DW - PRI 0 - Windows (95136.0)						
	101,736	101,736	101,736	-		-
DISTRICT WIDE PROJECTS	13,534,117	13,524,787	13,144,787	380,000	109,813	9,329
Don Benito Elementary School - 11 HVAC and Kitchen (95146.0) (1) (2) (4)						
	263,398	263,398	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	-		-
DON BENITO ELEM. TOTAL	1,772,865	1,772,865	1,772,865	-	-	-
Edison Elementary School - Edison ADA Upgrades (95143.0)						
	43,940	43,940	43,940	-		-
EDISON ELEMENTARY TOTAL	43,940	43,940	43,940	-	-	-
Eliot Middle School - 08 HVAC Upgrades (95146.0) (2)						
	828,427	828,427	828,427	-		-
Eliot Middle School - Auditorium/Cafe Modernization (95015.0) (2)						
	7,749,399	7,749,399	7,749,399	-		-
Eliot Middle School - COMPLETE: Career Technical Education (95145.0) (2)						
	29,261	29,261	29,261	-		-
Eliot Middle School - COMPLETE: Field Bleacher Replacement & ADA Upgrade (2)						
	92,835	92,835	92,835	-		-
Eliot Middle School - COMPLETE: Kitchen Modernization (95147.0) (2)						
	6,000	6,000	6,000	-		-
Eliot Middle School - COMPLETE: Lunch Shelter (95034.0) (2)						
	616,602	616,602	616,602	-		-
Eliot Middle School - COMPLETE: Measure T E-Rate (95180.0)						
	255,192	255,192	255,192	-		-
ELIOT MS CHILLED WATER PIPING CORR (95146.1) - ELIOT MS CHILLED WATER PIPING						
	89,230	89,230	89,230	-		-
ELIOT MIDDLE SCHOOLS	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)						



Budget Status by Fund

Budget status summary by Fund in selected Projects (thru 03/15/2024)

Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

	21.1 - GOB (Measure TT Series A)			Fund 21.1 Analysis		
	336,473	336,473	336,473	-	-	-
Field Elementary School - Modernization (95069.0) (1) (2) (4)						
	3,529,597	3,529,597	3,529,597	-	-	-
FIELD ELEMENTARY SCHOOL	4,018,375	4,018,375	4,018,375	-	-	-
Franklin Elementary School - COMPLETE: Measure T E-Rate (95180.0)						
	172,886	172,886	172,886	-	-	-
Franklin Elementary School - COMPLETE: New Library/Shade Structure (95035.0)						
	593,078	593,078	593,078	-	-	-
Franklin Elementary School - Modernize Cafe/MPR/Windows (95066.0)						
	2,156,637	2,156,637	2,156,637	-	-	-
FRANKLIN ELEM. TOTAL	2,922,600	2,922,600	2,922,600	-	-	-
Hamilton Elementary School - COMPLETE: Measure T E-Rate (95180.0)						
	138,499	138,499	138,499	-	-	-
Hamilton Elementary School - COMPLETE: Water Meter Separation (95149.0)						
	56,828	56,828	56,828	-	-	-
Hamilton Elementary School - Modernization MPR/Café (95071.0) (1) (2) (4)						
	4,472,235	4,472,235	4,472,235	-	-	-
HAMILTON ELEM. TOTAL	4,667,562	4,667,562	4,667,562	-	-	-
Jackson Elementary School - 13 Modernization / Parking Lot (95052.0)						
	4,661,384	4,661,384	4,661,384	-	-	-
Jackson Elementary School - COMPLETE: Measure T E-Rate (95180.0)						
	130,487	130,487	130,487	-	-	-
Jackson Elementary School - COMPLETE: Phase I Completed Projects (95020.0 / 95						
	192,368	192,368	192,368	-	-	-
JACKSON ELEM. TOTAL	4,984,238	4,984,238	4,984,238	-	-	-
Jefferson Elementary School - COMPLETE: Measure T E-Rate (95180.0)						
	156,861	156,861	156,861	-	-	-
Jefferson Elementary School - Modernization (95079.0)						
	911,596	911,596	911,596	-	-	-
Jefferson Elementary School - New Child Care Center (95073.0)						
	332,171	332,171	332,171	-	-	-
JEFFERSON ELEM. TOTAL	1,400,627	1,400,627	1,400,627	-	-	-
John Muir High School - 03a Modernization, Abatement & Kitchen (95051.0) (1) (2) (4)						
	30,631,230	30,631,230	30,631,230	-	-	-
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) (1) (2) (4)						
	349,165	349,165	349,165	-	-	-
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 - J Muir Bldg D Upstairs (7) Clssrms (97124.0) (2)						
	276,398	276,377	232,526	43,851	11,220	21
John Muir High School - Track and Field 95005.0 (2)						



Budget Status by Fund

Budget status summary by Fund in selected Projects (thru 03/15/2024)

Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

	21.1 - GOB (Measure TT Series A)			Fund 21.1 Analysis		
	739,195	739,195	739,195	-	-	-
JOHN MUIR HIGH TOTAL	38,477,225	38,477,204	38,433,353	43,851	11,220	21
Linda Vista Elementary School - COMPLETE: Interior Structural Cleanup (95014.0)						
	39,580	39,580	39,580	-	-	-
Linda Vista Elementary School - Modernization (95188.0)						
	137,250	137,250	137,250	-	-	-
LINDA VISTA ELEM. TOTAL	176,830	176,830	176,830	-	-	-
Loma Alta Elementary School - COMPLETE: Measure T E-Rate (95180.0) (2)						
	63,647	63,647	63,647	-	-	-
Loma Alta Elementary School - COMPLETE: Modernization Project (95033.0)						
	171,002	171,002	171,002	-	-	-
Loma Alta Elementary School - COMPLETE: Pre K conversion & Fire sprinkler enclos						
	181,497	181,497	181,497	-	-	-
Loma Alta Elementary School - COMPLETE: Retaining Wall & Street Improvements (95						
	1,013,583	1,013,583	1,013,583	-	-	-
Loma Alta Elementary School - COMPLETE: Water Meter Separation (95101.0)						
	27,355	27,355	27,355	-	-	-
LOMA ALTA ELEM. TOTAL	1,457,084	1,457,084	1,457,084	-	-	-
Longfellow Elementary School - 10 HVAC Upgrades (95146.0)						
	2,320,756	2,320,756	2,320,756	-	-	-
Longfellow Elementary School - COMPLETE: Child Care Center (95061.0)						
	300,503	300,503	300,503	-	-	-
Longfellow Elementary School - COMPLETE: Measure T E-Rate (95180.0) (2)						
	130,358	130,358	130,358	-	-	-
Longfellow Elementary School - New Kitchen Bldg/Lunch Shelter/Auditorium (95050.0) (2)						
	1,340,458	1,340,458	1,340,458	-	-	-
LONGFELLOW ELEM. TOTAL	4,092,074	4,092,074	4,092,074	-	-	-
Madison Elementary School - Bldg A & Auditorium Renovation (95010.0)						
	596,259	596,259	596,259	-	-	-
Madison Elementary School - COMPLETE: Measure T E-Rate (95180.0)						
	96,100	96,100	96,100	-	-	-
Madison Elementary School - COMPLETE: Window Replacement (95084.0)						
	858,784	858,784	858,784	-	-	-
Madison Elementary School - Kitchen Modernization (95048.0)						
	309,396	309,396	309,396	-	-	-
Madison Elementary School - Modernization (95063.0) (2)						
	4,109,419	4,109,419	4,109,419	-	-	-
MADISON ELEM. TOTAL	5,969,957	5,969,957	5,969,957	-	-	-
Marshall Fundamental Secondary School - 09 HVAC Upgrades (95146.0)						
	982,595	982,595	982,595	-	-	-
Marshall Fundamental Secondary School - COMPLETE: Career Technical Education (9514						
	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 Impr						
	1,760,215	1,760,215	1,760,215	-	-	-
Marshall Fundamental Secondary School - COMPLETE: Measure T E-Rate (95180.0)						
	428,192	428,192	428,192	-	-	-
Marshall Fundamental Secondary School - COMPLETE: Water Meter Separation (95103.0)						
	21,090	21,090	21,090	-	-	-
Marshall Fundamental Secondary School - COMPLETE: Window Replacement (95094.0) (2)						
	1,767,862	1,767,862	1,767,862	-	-	-
Marshall Fundamental Secondary School - Marshall HS - Band Rm Repair (97107.0)						
	270,942	232,305	230,748	1,557		38,637
Marshall Fundamental Secondary School - Old Gym Renovation Project (95185.0)						



Budget Status by Fund

Budget status summary by Fund in selected Projects (thru 03/15/2024)

Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

	21.1 - GOB (Measure TT Series A)			Fund 21.1 Analysis		
	1,333,706	1,333,706	1,333,706	-	-	-
Marshall Fundamental Secondary School - Sports Complex (95049.0) (2)	12,702,031	12,702,031	12,702,031	-	-	-
MARSHALL FUNDAMENTAL TOTAL	19,620,182	19,581,545	19,579,987	1,557	-	38,637
McKinley Elementary School - COMPLETE: Career Technical Education (95145.0)	51,619	51,619	51,619	-	-	-
McKinley Elementary School - COMPLETE: Measure T E-Rate (95180.0)	188,409	188,409	188,409	-	-	-
McKinley Elementary School - COMPLETE: Water Meter Separation (95159.0)	112,485	112,485	112,485	-	-	-
McKinley Elementary School - Phase I New Construction (95046.0)	20,006,670	20,006,670	20,006,670	-	-	-
McKinley Elementary School - Phase II Modernization (95123.0) (2)	869,493	868,396	868,396	-	-	1,098
MCKINLEY K-8 TOTAL	21,228,676	21,227,578	21,227,578	-	-	1,098
Norma Coombs Elementary - 05a New CR Wing & Admin Bldg (95133.0) (1) (2) (4)	10,434,301	10,434,301	10,434,301	-	-	-
Norma Coombs Elementary - 05b Central Plant Replacement (95146.0)	1,358,170	1,358,170	1,358,170	-	-	-
Norma Coombs Elementary - COMPLETE: Measure T E-Rate (95180.0)	146,511	146,511	146,511	-	-	-
Norma Coombs Elementary - COMPLETE: Shade Structures/Field Renovation (95021)	75,715	75,715	75,715	-	-	-
Norma Coombs Elementary - COMPLETE: Water Meter Separation (95116.0) (2)	21,400	21,400	21,400	-	-	-
NORMA COOMBS ELEM. TOTAL	12,036,097	12,036,097	12,036,097	-	-	-
Odyssey Charter School - Odyssey South Charter Playground (97122.0)	268,311	268,310	268,310	-	13,416	1
ODYSSEY CHARTER TOTAL	268,311	268,310	268,310	-	13,416	1
Pasadena High School - Campus Identity/Modernization Project (97108.0)	220,000	163,939	134,621	29,318	-	56,061
Pasadena High School - 02a Modernize Gymnasium Complex (95075.0) (1) (2) (4)	20,848,782	20,848,782	20,848,782	-	-	-
Pasadena High School - 02c ADA Upgrade (DSA) (95074.0) (1) (2) (4)	555,305	555,305	555,305	-	-	-
Pasadena High School - Central Chilled Water Plant Project (95146.0) (1) (2) (4)	3,878,789	3,878,789	3,878,789	-	-	-
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) (1) (2) (4)	756,826	756,826	756,826	-	-	-
Pasadena High School (Phase 2) - 02d Campus Upgrds/Restrooms Upgrades (95119.0) (1)	2,996,737	2,996,737	2,996,737	-	-	-



Budget Status by Fund

Budget status summary by Fund in selected Projects (thru 03/15/2024)

Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

21.1 - GOB (Measure TT Series A)				Fund 21.1 Analysis		
Pasadena High School (Phase 3) - 02b Campus Appearance/Identity (95080.0) (2)						
	159,996	159,996	159,996	-	-	-
PASADENA HIGH TOTAL	33,548,971	33,492,910	33,463,592	29,318	-	56,061
Roosevelt Elementary School - 12 Multi-purpose Facility (95025.0) (2)						
	1,831,607	1,831,607	1,831,607	-	-	-
Roosevelt Elementary School - COMPLETE: Auto Door Openers (95062.0)						
	98,844	98,844	98,844	-	-	-
Roosevelt Elementary School - COMPLETE: Measure T E-Rate (95180.0)						
	96,100	96,100	96,100	-	-	-
ROOSEVELT ELEM. TOTAL	2,026,550	2,026,550	2,026,550	-	-	-
Rose City High School - 07 Modification (95170.0) (2)						
	454,659	454,659	454,659	-	-	-
Rose City High School - COMPLETE: Career Technical Education (95145.0)						
	232,608	232,608	232,608	-	-	-
Rose City High School - COMPLETE: Measure T E-Rate (95180.0)						
	134,493	134,493	134,493	-	-	-
ROSE CITY HIGH TOTAL	821,759	821,759	821,759	-	-	-
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) (1) (2) (4)						
	1,949,926	1,949,926	1,949,926	-	-	-
SAN RAFAEL ELEM. TOTAL	2,214,236	2,214,236	2,214,236	-	-	-
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 Building (95030.0) (1) (2) (4)						
	4,074,221	4,074,221	4,074,221	-	-	-
SIERRA MADRE ELEM. TOTAL	4,831,032	4,831,032	4,831,032	-	-	-
Sierra Madre Middle School - COMPLETE: Career Technical Education (95145.0)						
	38,113	38,113	38,113	-	-	-
Sierra Madre Middle School - COMPLETE: Measure T E-Rate (95180.0)						
	299,998	299,998	299,998	-	-	-
Sierra Madre Middle School - New MS Campus (95038.0) (2)						
	38,355,219	38,355,219	38,355,219	-	-	-
SIERRA MADRE MS TOTAL	38,693,330	38,693,330	38,693,330	-	-	-
Washington Accelerated Elementary School - 01 New Classroom/MPR Bldg (95045.0) (2)						
	20,301,145	20,301,145	20,301,145	-	-	-
Washington Accelerated Elementary School - Campus Improvements - Measure Y						
	5,631	5,631	5,631	-	-	-
Washington Accelerated Elementary School - COMPLETE: Measure T E-Rate (95180.0)						
	251,858	251,858	251,858	-	-	-
Washington Accelerated Elementary School - New Child Care Center (95067.0) (1) (2) (4)						
	118,747	118,747	118,747	-	-	-
WASHINGTON ES TOTAL	20,677,381	20,677,381	20,677,381	-	-	-
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) (1) (2) (4)						
	16,247,644	16,247,644	16,247,644	-	-	-
WASHINGTON MS TOTAL	16,543,705	16,543,705	16,543,705	-	-	-
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)						



Budget Status by Fund

Budget status summary by Fund in selected Projects (thru 03/15/2024)

Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

	21.1 - GOB (Measure TT Series A)			Fund 21.1 Analysis		
	19,858	19,858	19,858	-		0
Webster Elementary School - COMPLETE: Measure T E-Rate 95180.0						
	139,666	139,666	139,666	-		-
Webster Elementary School - COMPLETE: Preschool Shade Structure (95105.0)						
	132,613	132,613	132,613	-		-
WEBSTER ELEM. TOTAL	2,473,471	2,473,471	2,473,471	-	-	0
Willard Elementary School - COMPLETE: Exterior Upgrade & Window Replacement (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)						
	297,217	297,217	297,217	-		-
Willard Elementary School - Kinder and Pre-K Complex (95115.0) (2)						
	4,138,009	4,138,009	4,138,009	-		-
WILLARD ELEM. TOTAL	6,172,568	6,172,568	6,172,568	-	-	-
Wilson Middle School - COMPLETE: Classroom Demolition (95028.0)						
	72,421	72,421	72,421	-		-
Wilson Middle School - COMPLETE: Painting & Window Replacement (95009.0)						
	618,777	618,777	618,777	-		-
Wilson Middle School - COMPLETE: Water Meter Separation (95109.0)						
	79,225	79,225	79,225	-		-
Wilson Middle School - Gym/Locker RM Courtyard Mod (95113.0)						
	5,036,321	5,036,321	5,036,321	-		-
Wilson Middle School - Interim Housing (95181.0)						
	7,400	7,400	7,400	-		-
WILSON MS TOTAL	5,814,145	5,814,145	5,814,145	-	-	-
	363,949,504	363,776,366	363,301,289	475,078	134,449	173,138

COC Report (by Contract)

PUSD Projects



Total Bond Funding - Measure O - Capital	\$456,594,876.14
Current Budget Total	\$385,106,488.24
Current Contracts Committed	\$60,797,267.04
Payables Invoiced	\$31,363,379.36
Unallocated Funds	\$71,488,387.90

SCHOOL NAME - PROJECT NAME		TO COMPANY	CONTRACT DATE	OBJECT CODE	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	BUDGET DELTA	INVOICED TO DATE	COMMITMENT REMAINING
School Type: 01 - Elementary Schools					\$179,650,358.81	\$19,477,399.67	(\$50,635.94)	\$19,426,763.73	\$160,223,595.08	\$7,584,989.73	\$11,841,774.00
School Name: Allendale Elementary					\$170,000.00	\$0.00	\$0.00	\$0.00	\$170,000.00	\$0.00	\$0.00
Project: Allendale ES Digital Camera Replacement					\$170,000.00	\$0.00	\$0.00	\$0.00	\$170,000.00	\$0.00	\$0.00
1	Allendale ES - Allendale ES Digital Camera Replacement					\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
School Name: Altadena Arts Magnet					\$1,350,437.19	\$1,000,937.29	(\$79,414.11)	\$921,523.18	\$428,914.01	\$776,529.28	\$144,993.90
Project: Altadena Phase 1 Reroofing Program					\$485,413.89	\$485,413.89	(\$70,545.01)	\$414,868.88	\$70,545.01	\$394,125.44	\$20,743.44
1	Altadena ES - Altadena Phase 1 Reroofing Program	Western States Roofing, Inc.	5/26/2022	6270		\$485,413.89	(\$70,545.01)	\$414,868.88		\$394,125.44	\$20,743.44
Project: Altadena Relocation of (3) Portables from Allendale					\$381,317.74	\$371,838.84	(\$8,869.10)	\$362,969.74	\$18,348.00	\$362,329.74	\$640.00
1	Altadena ES - Altadena Relocation of (3) Portables from Allendale	Vital Inspection Services	5/1/2022	6285		\$38,024.00	\$0.00	\$38,024.00		\$38,024.00	\$0.00
2	Altadena ES - Altadena Relocation of (3) Portables from Allendale	TBP Architecture, Inc.	12/1/2022	6210		\$16,000.00	\$2,578.75	\$18,578.75		\$17,938.75	\$640.00
3	Altadena ES - Altadena Relocation of (3) Portables from Allendale	NIC Partners, Inc.	11/15/2022	6275		\$29,814.84	(\$2,258.85)	\$27,555.99		\$27,555.99	\$0.00
4	Altadena ES - Altadena Relocation of (3) Portables from Allendale	Shenk Developers	5/26/2023	6270		\$288,000.00	(\$9,189.00)	\$278,811.00		\$278,811.00	\$0.00
Project: Altadena Shade Structure - Phase 2					\$236,462.00	\$123,570.00	\$0.00	\$123,570.00	\$112,892.00	\$0.00	\$123,570.00
1	Altadena ES - Altadena Shade Structure - Phase 2	Arcadis/IBI				\$123,570.00	\$0.00	\$123,570.00		\$0.00	\$123,570.00
Project: Altadena ES ADA Compliance Survey & Transition Plan Development					\$5,664.56	\$5,664.56	\$0.00	\$5,664.56	\$0.00	\$5,098.10	\$566.46
1	Altadena ES - Altadena ES ADA Compliance Survey & Transition Plan Development	Bureau Veritas Technical Assessments LLC	2/5/2024	6140		\$5,664.56	\$0.00	\$5,664.56		\$5,098.10	\$566.46
Project: Altadena ES Door Lockset Replacement					\$14,450.00	\$14,450.00	\$0.00	\$14,450.00	\$0.00	\$0.00	\$14,450.00
1	Altadena ES - Altadena ES Door Lockset Replacement	August-Jaye Construction	2/21/2024	6270		\$14,450.00	\$0.00	\$14,450.00		\$0.00	\$14,450.00

COC Report (by Contract)

PUSD Projects



SCHOOL NAME - PROJECT NAME		TO COMPANY	CONTRACT DATE	OBJECT CODE	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	BUDGET DELTA	INVOICED TO DATE	COMMITMENT REMAINING
Project: Altadena ES Front Entry Security Camera & G					\$42,153.00	\$0.00	\$0.00	\$0.00	\$42,153.00	\$0.00	\$0.00
1	Altadena ES - Altadena ES Front Entry Security Camera & Guest Interconn					\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
Project: Altadena ES Chiller Temporary Cooling					\$14,976.00	\$0.00	\$0.00	\$0.00	\$14,976.00	\$14,976.00	(\$14,976.00)
1	Altadena ES - Altadena ES Chiller Temporary Cooling	Southland Energy	1/24/2024	5630		\$0.00	\$0.00	\$0.00		\$14,976.00	(\$14,976.00)
Project: Altadena ES Digital Camera Replacement					\$170,000.00	\$0.00	\$0.00	\$0.00	\$170,000.00	\$0.00	\$0.00
1	Altadena ES - Altadena ES Digital Camera Replacement					\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
School Name: Don Benito Fundamental					\$7,908,817.92	\$1,372,965.80	\$3,655.90	\$1,376,621.70	\$6,532,196.22	\$721,292.09	\$655,329.61
Project: Don Benito Phase 2 Reroofing Program					\$822,388.64	\$824,024.87	\$3,655.90	\$827,680.77	(\$5,292.13)	\$654,279.99	\$173,400.78
1	Don Benito ES - Don Benito Phase 2 Reroofing Program	Western States Roofing, Inc.	5/26/2022	6270		\$822,388.64	\$3,655.90	\$826,044.54		\$654,279.99	\$171,764.55
2	Don Benito ES - Don Benito Phase 2 Reroofing Program	Environmental Assistance Group	2/21/2024			\$1,636.23	\$0.00	\$1,636.23		\$0.00	\$1,636.23
Project: Don Benito HVAC Replacement					\$140,000.00	\$81,495.00	\$0.00	\$81,495.00	\$58,505.00	\$63,170.25	\$18,324.75
1	Don Benito ES - Don Benito HVAC Replacement	Diversified Thermal Services		6270		\$81,495.00	\$0.00	\$81,495.00		\$63,170.25	\$18,324.75
Project: Don Bonito ES ADA Compliance Survey & Tr					\$5,664.56	\$5,664.56	\$0.00	\$5,664.56	\$0.00	\$2,549.05	\$3,115.51
1	Don Benito ES - Don Bonito ES ADA Compliance Survey & Transition Plan	Bureau Veritas Technical Assessments LLC	2/5/2024	6140		\$5,664.56	\$0.00	\$5,664.56		\$2,549.05	\$3,115.51
Project: Don Benito ES Door Lockset Replacement					\$57,400.00	\$57,400.00	\$0.00	\$57,400.00	\$0.00	\$0.00	\$57,400.00
1	Don Benito ES - Don Benito ES Door Lockset Replacement	August-Jaye Construction	2/21/2024	6270		\$57,400.00	\$0.00	\$57,400.00		\$0.00	\$57,400.00
Project: Don Benito ES Front Entry Security Camera 8					\$83,364.72	\$15,381.37	\$0.00	\$15,381.37	\$67,983.35	\$1,292.80	\$14,088.57
1	Don Benito ES - Don Benito ES Front Entry Security Camera & Guest Inte	Dell Computers	10/2/2023	6450		\$10.00	\$0.00	\$10.00		\$0.00	\$10.00
2	Don Benito ES - Don Benito ES Front Entry Security Camera & Guest Inte	Dell Computers	10/2/2023	6450		\$1,796.97	\$0.00	\$1,796.97		\$0.00	\$1,796.97
3	Don Benito ES - Don Benito ES Front Entry Security Camera & Guest Inte	Flewelling & Moody	11/20/2023	6210		\$13,574.40	\$0.00	\$13,574.40		\$1,292.80	\$12,281.60

COC Report (by Contract)

PUSD Projects



SCHOOL NAME - PROJECT NAME		TO COMPANY	CONTRACT DATE	OBJECT CODE	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	BUDGET DELTA	INVOICED TO DATE	COMMITMENT REMAINING
Project: Don Benito ES Building C HVAC Replacemen					\$6,800,000.00	\$389,000.00	\$0.00	\$389,000.00	\$6,411,000.00	\$0.00	\$389,000.00
1	Don Benito ES - Don Benito ES Building C HVAC Replacement and Kitch	PBWS Architects		6210		\$389,000.00	\$0.00	\$389,000.00		\$0.00	\$389,000.00
School Name: Field Elementary					\$994,525.42	\$1,016,779.15	\$68,505.24	\$1,085,284.39	(\$90,758.97)	\$762,608.19	\$322,676.20
Project: Field Phase 1 Shade Structure Program					\$247,249.62	\$348,954.59	\$31,207.00	\$380,161.59	(\$132,911.97)	\$79,051.85	\$301,109.74
1	Field ES - Field Phase 1 Shade Structure Program	DSA	4/7/2023	6230		\$1,547.09	\$0.00	\$1,547.09		\$1,547.09	\$0.00
2	Field ES - Field Phase 1 Shade Structure Program	SoCal Flow Testing	3/3/2023	6250		\$620.00	\$0.00	\$620.00		\$620.00	\$0.00
3	Field ES - Field Phase 1 Shade Structure Program	USA SHADE & Fabric Structure	2/14/2023	6270		\$112,881.12	\$0.00	\$112,881.12		\$0.00	\$112,881.12
4	Field ES - Field Phase 1 Shade Structure Program	Ground Penetrating Radar Systems, LLC	11/20/2023	6250		\$1,200.00	\$0.00	\$1,200.00		\$1,200.00	\$0.00
5	Field ES - Field Phase 1 Shade Structure Program	Smith-Emery Laboratories	9/28/2023	6280		\$2,321.38	\$0.00	\$2,321.38		\$2,321.38	\$0.00
6	Field ES - Field Phase 1 Shade Structure Program	Vital Inspection Services	12/29/2023	6285		\$5,758.00	\$0.00	\$5,758.00		\$1,470.00	\$4,288.00
7	Field ES - Field Phase 1 Shade Structure Program	Mergrabyan Builders, Inc.		6270		\$153,335.00	\$0.00	\$153,335.00		\$0.00	\$153,335.00
8	Field ES - Field Phase 1 Shade Structure Program	NAC Architecture	10/20/2023	6210		\$2,500.00	\$0.00	\$2,500.00		\$2,449.17	\$50.83
9	Field ES - Field Phase 1 Shade Structure Program	Pasadena Water & Power	3/10/2023	6250		\$200.00	\$0.00	\$200.00		\$200.00	\$0.00
10	Field ES - Field Phase 1 Shade Structure Program	Arcadis/IBI	5/26/2023	6210		\$68,592.00	\$31,207.00	\$99,799.00		\$69,244.21	\$30,554.79
Project: Field ES Fencing and Curb Appeal					\$678,458.24	\$641,160.00	\$37,298.24	\$678,458.24	\$0.00	\$678,458.24	\$0.00
1	Field ES - Field ES Fencing and Curb Appeal	Shenk Developers	8/7/2023	6270		\$623,000.00	\$15,875.00	\$638,875.00		\$638,875.00	\$0.00
2	Field ES - Field ES Fencing and Curb Appeal	Flewelling & Moody	10/5/2022	6210		\$11,960.00	\$21,423.24	\$33,383.24		\$33,383.24	\$0.00
3	Field ES - Field ES Fencing and Curb Appeal	IMEG		6140		\$6,200.00	\$0.00	\$6,200.00		\$6,200.00	\$0.00
Project: Field ES ADA Compliance Survey & Transitio					\$5,664.56	\$5,664.56	\$0.00	\$5,664.56	\$0.00	\$5,098.10	\$566.46
1	Field ES - Field ES ADA Compliance Survey & Transition Plan Developme	Bureau Veritas Technical Assessments LLC	2/5/2024	6140		\$5,664.56	\$0.00	\$5,664.56		\$5,098.10	\$566.46
Project: Field ES Door Lockset Replacement					\$21,000.00	\$21,000.00	\$0.00	\$21,000.00	\$0.00	\$0.00	\$21,000.00
1	Field ES - Field ES Door Lockset Replacement	August-Jaye Construction	2/21/2024	6270		\$21,000.00	\$0.00	\$21,000.00		\$0.00	\$21,000.00

COC Report (by Contract)

PUSD Projects



SCHOOL NAME - PROJECT NAME		TO COMPANY	CONTRACT DATE	OBJECT CODE	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	BUDGET DELTA	INVOICED TO DATE	COMMITMENT REMAINING
Project: Field ES Front Entry Security Camera & Gues					\$42,153.00	\$0.00	\$0.00	\$0.00	\$42,153.00	\$0.00	\$0.00
1	Field ES - Field ES Front Entry Security Camera & Guest Intercom System					\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
School Name: Franklin Elementary (Closed)					\$54,300.00	\$54,300.00	\$0.00	\$54,300.00	\$0.00	\$0.00	\$54,300.00
Project: Franklin ES Door Lockset Replacement					\$54,300.00	\$54,300.00	\$0.00	\$54,300.00	\$0.00	\$0.00	\$54,300.00
1	Franklin ES (Closed) - Franklin ES Door Lockset Replacement	August-Jaye Construction	2/21/2024	6270		\$54,300.00	\$0.00	\$54,300.00		\$0.00	\$54,300.00
School Name: Hamilton Elementary					\$339,350.90	\$267,540.23	\$33,355.00	\$300,895.23	\$38,455.67	\$70,677.07	\$230,218.16
Project: Hamilton Phase 1 Shade Structure Program					\$247,249.62	\$219,068.70	\$33,355.00	\$252,423.70	(\$5,174.08)	\$68,128.02	\$184,295.68
1	Hamilton ES - Hamilton Phase 1 Shade Structure Program	Smith-Emery Laboratories	9/8/2023	6280		\$863.55	\$0.00	\$863.55		\$863.55	\$0.00
2	Hamilton ES - Hamilton Phase 1 Shade Structure Program	Vital Inspection Services	10/10/2023	6285		\$2,730.00	\$0.00	\$2,730.00		\$2,730.00	\$0.00
3	Hamilton ES - Hamilton Phase 1 Shade Structure Program	Ground Penetrating Radar Systems, LLC	11/20/2023	6250		\$1,200.00	\$0.00	\$1,200.00		\$1,200.00	\$0.00
4	Hamilton ES - Hamilton Phase 1 Shade Structure Program	Pasadena Water & Power	3/10/2023	6250		\$200.00	\$0.00	\$200.00		\$200.00	\$0.00
5	Hamilton ES - Hamilton Phase 1 Shade Structure Program	DSA	5/1/2023	6230		\$1,547.09	\$0.00	\$1,547.09		\$1,547.09	\$0.00
6	Hamilton ES - Hamilton Phase 1 Shade Structure Program	Arcadis/IBI	5/26/2023	6210		\$58,120.00	\$33,355.00	\$91,475.00		\$59,138.21	\$32,336.79
7	Hamilton ES - Hamilton Phase 1 Shade Structure Program	USA SHADE & Fabric Structure	2/13/2023	6270		\$56,330.06	\$0.00	\$56,330.06		\$0.00	\$56,330.06
8	Hamilton ES - Hamilton Phase 1 Shade Structure Program	Mergrabyan Builders, Inc.		6270		\$95,578.00	\$0.00	\$95,578.00		\$0.00	\$95,578.00
9	Hamilton ES - Hamilton Phase 1 Shade Structure Program	NAC Architecture	2/14/2023	6210		\$2,500.00	\$0.00	\$2,500.00		\$2,449.17	\$50.83
Project: Hamilton ES ADA Compliance Survey & Trans					\$5,664.56	\$5,664.56	\$0.00	\$5,664.56	\$0.00	\$2,549.05	\$3,115.51
1	Hamilton ES - Hamilton ES ADA Compliance Survey & Transition Plan De	Bureau Veritas Technical Assessments LLC	2/5/2024	6140		\$5,664.56	\$0.00	\$5,664.56		\$2,549.05	\$3,115.51
Project: Hamilton ES Door Lockset Replacement					\$41,000.00	\$41,000.00	\$0.00	\$41,000.00	\$0.00	\$0.00	\$41,000.00
1	Hamilton ES - Hamilton ES Door Lockset Replacement	August-Jaye Construction	2/21/2024	6270		\$41,000.00	\$0.00	\$41,000.00		\$0.00	\$41,000.00
Project: Hamilton ES Front Entry Security Camera & C					\$45,436.72	\$1,806.97	\$0.00	\$1,806.97	\$43,629.75	\$0.00	\$1,806.97
1	Hamilton ES - Hamilton ES Front Entry Security Camera & Guest Intercom	Dell Computers	10/2/2023	6450		\$10.00	\$0.00	\$10.00		\$0.00	\$10.00

COC Report (by Contract)

PUSD Projects



SCHOOL NAME - PROJECT NAME		TO COMPANY	CONTRACT DATE	OBJECT CODE	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	BUDGET DELTA	INVOICED TO DATE	COMMITMENT REMAINING
2	Hamilton ES - Hamilton ES Front Entry Security Camera & Guest Intercomm	Dell Computers	10/2/2023	6450		\$1,796.97	\$0.00	\$1,796.97		\$0.00	\$1,796.97
School Name: Jackson STEM Dual Language Magnet Academy					\$382,257.65	\$176,844.36	\$0.00	\$176,844.36	\$205,413.29	\$2,549.05	\$174,295.31
Project: Jackson Shade Structure - Phase 2					\$279,440.00	\$115,992.00	\$0.00	\$115,992.00	\$163,448.00	\$0.00	\$115,992.00
1	Jackson ES - Jackson Shade Structure - Phase 2	Arcadis/IBI				\$115,992.00	\$0.00	\$115,992.00		\$0.00	\$115,992.00
Project: Jackson ES ADA Compliance Survey & Trans					\$5,664.65	\$5,664.56	\$0.00	\$5,664.56	\$0.09	\$2,549.05	\$3,115.51
1	Jackson ES - Jackson ES ADA Compliance Survey & Transition Plan Devi	Bureau Veritas Technical Assessments LLC	2/5/2024	6140		\$5,664.56	\$0.00	\$5,664.56		\$2,549.05	\$3,115.51
Project: Jackson ES Door Lockset Replacement					\$55,000.00	\$55,000.00	\$0.00	\$55,000.00	\$0.00	\$0.00	\$55,000.00
1	Jackson ES - Jackson ES Door Lockset Replacement	August-Jaye Construction	2/21/2024	6270		\$55,000.00	\$0.00	\$55,000.00		\$0.00	\$55,000.00
Project: Jackson ES Front Entry Security Camera & G					\$42,153.00	\$187.80	\$0.00	\$187.80	\$41,965.20	\$0.00	\$187.80
1	Jackson ES - Jackson ES Front Entry Security Camera & Guest Intercomm	Dell Computers				\$187.80	\$0.00	\$187.80		\$0.00	\$187.80
School Name: Jefferson Children's Center					\$240,247.29	\$196,795.14	(\$33,909.72)	\$162,885.42	\$77,361.87	\$152,937.31	\$9,948.11
Project: Jefferson CC Phase 1 Reroofing Program					\$194,810.57	\$194,810.57	(\$33,909.72)	\$160,900.85	\$33,909.72	\$152,937.31	\$7,963.54
1	Jefferson Children's Center - Jefferson CC Phase 1 Reroofing Program	Citadel Environmental	5/17/2022	6280		\$1,630.00	\$0.00	\$1,630.00		\$1,630.00	\$0.00
2	Jefferson Children's Center - Jefferson CC Phase 1 Reroofing Program	Western States Roofing, Inc.		6270		\$193,180.57	(\$33,909.72)	\$159,270.85		\$151,307.31	\$7,963.54
Project: Jefferson CC Front Entry Security Camera & I					\$45,436.72	\$1,984.57	\$0.00	\$1,984.57	\$43,452.15	\$0.00	\$1,984.57
1	Jefferson Children's Center - Jefferson CC Front Entry Security Camera &	Dell Computers				\$187.60	\$0.00	\$187.60		\$0.00	\$187.60
2	Jefferson Children's Center - Jefferson CC Front Entry Security Camera &	Dell Computers	10/2/2023	6450		\$10.00	\$0.00	\$10.00		\$0.00	\$10.00
3	Jefferson Children's Center - Jefferson CC Front Entry Security Camera &	Dell Computers	10/2/2023	6450		\$1,786.97	\$0.00	\$1,786.97		\$0.00	\$1,786.97
School Name: Linda Vista Elementary					\$30,797.00	\$30,797.00	\$0.00	\$30,797.00	\$0.00	\$30,797.00	\$0.00
Project: Linda Vista Portables Removal					\$30,797.00	\$30,797.00	\$0.00	\$30,797.00	\$0.00	\$30,797.00	\$0.00
1	Linda Vista ES - Linda Vista Portables Removal	HN Construction Services		6275		\$30,797.00	\$0.00	\$30,797.00		\$30,797.00	\$0.00

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PUSD Projects



SCHOOL NAME - PROJECT NAME		TO COMPANY	CONTRACT DATE	OBJECT CODE	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	BUDGET DELTA	INVOICED TO DATE	COMMITMENT REMAINING
School Name: Longfellow Elementary					\$40,376,035.28	\$2,293,523.08	\$0.00	\$2,293,523.08	\$38,082,512.20	\$2,549.05	\$2,290,974.03
Project: Longfellow ES Modernization					\$37,939,627.00	\$2,116,112.95	\$0.00	\$2,116,112.95	\$35,823,514.05	\$0.00	\$2,116,112.95
1	Longfellow ES - Longfellow ES Modernization	Environmental Assistance Group	2/21/2024			\$3,612.95	\$0.00	\$3,612.95		\$0.00	\$3,612.95
2	Longfellow ES - Longfellow ES Modernization	LPA, INC.		6210		\$2,112,500.00	\$0.00	\$2,112,500.00		\$0.00	\$2,112,500.00
Project: Longfellow Shade Structure - Phase 2					\$296,654.00	\$123,063.00	\$0.00	\$123,063.00	\$173,591.00	\$0.00	\$123,063.00
1	Longfellow ES - Longfellow Shade Structure - Phase 2	Arcadis/IBI				\$123,063.00	\$0.00	\$123,063.00		\$0.00	\$123,063.00
Project: Longfellow ES ADA Compliance Survey & Tra					\$5,664.56	\$5,664.56	\$0.00	\$5,664.56	\$0.00	\$2,549.05	\$3,115.51
1	Longfellow ES - Longfellow ES ADA Compliance Survey & Transition Plan	Bureau Veritas Technical Assessments LLC	2/5/2024	6140		\$5,664.56	\$0.00	\$5,664.56		\$2,549.05	\$3,115.51
Project: Longfellow ES Door Lockset Replacement					\$46,500.00	\$46,500.00	\$0.00	\$46,500.00	\$0.00	\$0.00	\$46,500.00
1	Longfellow ES - Longfellow ES Door Lockset Replacement	August-Jaye Construction	2/21/2024	6270		\$46,500.00	\$0.00	\$46,500.00		\$0.00	\$46,500.00
Project: Longfellow ES Front Entry Security Camera &					\$87,589.72	\$2,182.57	\$0.00	\$2,182.57	\$85,407.15	\$0.00	\$2,182.57
1	Longfellow ES - Longfellow ES Front Entry Security Camera & Guest Inter	Dell Computers				\$375.60	\$0.00	\$375.60		\$0.00	\$375.60
2	Longfellow ES - Longfellow ES Front Entry Security Camera & Guest Inter	Dell Computers	10/2/2023	6450		\$10.00	\$0.00	\$10.00		\$0.00	\$10.00
3	Longfellow ES - Longfellow ES Front Entry Security Camera & Guest Inter	Dell Computers	10/2/2023	6450		\$1,796.97	\$0.00	\$1,796.97		\$0.00	\$1,796.97
Project: Longfellow ES Swing Space Project					\$2,000,000.00	\$0.00	\$0.00	\$0.00	\$2,000,000.00	\$0.00	\$0.00
1	Allendale ES - Longfellow ES Swing Space Project					\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
School Name: Madison Elementary					\$37,735,731.67	\$3,636,936.07	(\$63,503.47)	\$3,573,432.60	\$34,162,299.07	\$912,122.88	\$2,661,309.72
Project: Madison Phase 1 Reroofing Program					\$939,010.77	\$939,010.77	(\$97,478.47)	\$841,532.30	\$97,478.47	\$799,455.68	\$42,076.62
1	Madison ES - Madison Phase 1 Reroofing Program	Western States Roofing, Inc.		6270		\$939,010.77	(\$97,478.47)	\$841,532.30		\$799,455.68	\$42,076.62
Project: Madison Phase 1 Shade Structure Program					\$381,135.62	\$318,772.62	\$33,975.00	\$352,747.62	\$28,388.00	\$107,569.10	\$245,178.52
1	Madison ES - Madison Phase 1 Shade Structure Program	USA SHADE & Fabric Structure		6270		\$103,474.96	\$0.00	\$103,474.96		\$0.00	\$103,474.96
2	Madison ES - Madison Phase 1 Shade Structure Program	Cal Play Services, Inc.				\$24,967.48	\$0.00	\$24,967.48		\$0.00	\$24,967.48

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SCHOOL NAME - PROJECT NAME		TO COMPANY	CONTRACT DATE	OBJECT CODE	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	BUDGET DELTA	INVOICED TO DATE	COMMITMENT REMAINING
3	Madison ES - Madison Phase 1 Shade Structure Program	Mergrabyan Builders, Inc.		6270		\$82,974.00	\$0.00	\$82,974.00		\$0.00	\$82,974.00
4	Madison ES - Madison Phase 1 Shade Structure Program	Cal Play Services, Inc.	3/1/2024	6270		\$24,967.48	\$0.00	\$24,967.48		\$24,967.48	\$0.00
5	Madison ES - Madison Phase 1 Shade Structure Program	Smith-Emery Laboratories	9/28/2023	6280		\$2,471.70	\$0.00	\$2,471.70		\$2,471.70	\$0.00
6	Madison ES - Madison Phase 1 Shade Structure Program	Ground Penetrating Radar Systems, LLC	11/10/2023	6250		\$1,200.00	\$0.00	\$1,200.00		\$1,200.00	\$0.00
7	Madison ES - Madison Phase 1 Shade Structure Program	Vital Inspection Services	8/31/2023	6285		\$3,780.00	\$0.00	\$3,780.00		\$2,730.00	\$1,050.00
8	Madison ES - Madison Phase 1 Shade Structure Program	Arcadis/IBI		6210		\$72,237.00	\$33,975.00	\$106,212.00		\$73,500.75	\$32,711.25
9	Madison ES - Madison Phase 1 Shade Structure Program	Omega Construction Company, Inc.		6270		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
10	Madison ES - Madison Phase 1 Shade Structure Program	NAC Architecture		6210		\$2,500.00	\$0.00	\$2,500.00		\$2,499.17	\$0.83
11	Madison ES - Madison Phase 1 Shade Structure Program	Pasadena Water & Power		6260		\$200.00	\$0.00	\$200.00		\$200.00	\$0.00
Project: Madison ES Modernization Project					\$34,313,484.00	\$2,320,691.15	\$0.00	\$2,320,691.15	\$31,992,792.85	\$0.00	\$2,320,691.15
1	Madison ES - Madison ES Modernization Project	Environmental Assistance Group	2/21/2024			\$3,191.15	\$0.00	\$3,191.15		\$0.00	\$3,191.15
2	Madison ES - Madison ES Modernization Project	PJHM Achitects				\$2,317,500.00	\$0.00	\$2,317,500.00		\$0.00	\$2,317,500.00
Project: Madison ES ADA Compliance Survey & Trans					\$5,664.56	\$5,664.56	\$0.00	\$5,664.56	\$0.00	\$5,098.10	\$566.46
1	Madison ES - Madison ES ADA Compliance Survey & Transition Plan Dev	Bureau Veritas Technical Assessments LLC	5/2/2024	6140		\$5,664.56	\$0.00	\$5,664.56		\$5,098.10	\$566.46
Project: Madison ES Door Lockset Replacement					\$51,000.00	\$51,000.00	\$0.00	\$51,000.00	\$0.00	\$0.00	\$51,000.00
1	Madison ES - Madison ES Door Lockset Replacement	August-Jaye Construction	2/21/2024	6270		\$51,000.00	\$0.00	\$51,000.00		\$0.00	\$51,000.00
Project: Madison ES Front Entry Security Camera & G					\$45,436.72	\$1,796.97	\$0.00	\$1,796.97	\$43,639.75	\$0.00	\$1,796.97
1	Madison ES - Madison ES Front Entry Security Camera & Guest Intercom	Dell Computers	10/2/2023	6450		\$10.00	\$0.00	\$10.00		\$0.00	\$10.00
2	Madison ES - Madison ES Front Entry Security Camera & Guest Intercom	Dell Computers	10/2/2023	6450		\$1,786.97	\$0.00	\$1,786.97		\$0.00	\$1,786.97
Project: Madison ES Swing Space Project					\$2,000,000.00	\$0.00	\$0.00	\$0.00	\$2,000,000.00	\$0.00	\$0.00
1	Franklin ES (Closed) - Madison ES Swing Space Project					\$0.00	\$0.00	\$0.00		\$0.00	\$0.00

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SCHOOL NAME - PROJECT NAME		TO COMPANY	CONTRACT DATE	OBJECT CODE	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	BUDGET DELTA	INVOICED TO DATE	COMMITMENT REMAINING
School Name: Norma Coombs Elementary					\$2,618,762.15	\$2,122,747.74	\$33,965.00	\$2,156,712.74	\$462,049.41	\$1,185,615.56	\$971,097.18
Project: Norma Coombs Phase 1 Shade Structure Pro					\$572,242.62	\$288,785.06	\$28,965.00	\$317,750.06	\$254,492.56	\$69,694.66	\$248,055.40
1	Norma Coombs ES - Norma Coombs Phase 1 Shade Structure Program	Mergrabyan Builders, Inc.		6270		\$45,752.00	\$0.00	\$45,752.00		\$0.00	\$45,752.00
2	Norma Coombs ES - Norma Coombs Phase 1 Shade Structure Program	Smith-Emery Laboratories	9/28/2023	6280		\$1,017.88	\$0.00	\$1,017.88		\$1,017.88	\$0.00
3	Norma Coombs ES - Norma Coombs Phase 1 Shade Structure Program	Vital Inspection Services	9/19/2023	6285		\$3,780.00	\$0.00	\$3,780.00		\$3,780.00	\$0.00
4	Norma Coombs ES - Norma Coombs Phase 1 Shade Structure Program	Pasadena Water & Power		6260		\$200.00	\$0.00	\$200.00		\$200.00	\$0.00
5	Norma Coombs ES - Norma Coombs Phase 1 Shade Structure Program	NAC Architecture		6210		\$2,500.00	\$0.00	\$2,500.00		\$2,499.17	\$0.83
6	Norma Coombs ES - Norma Coombs Phase 1 Shade Structure Program	Arcadis/IBI		6210		\$65,345.00	\$28,965.00	\$94,310.00		\$60,997.61	\$33,312.39
7	Norma Coombs ES - Norma Coombs Phase 1 Shade Structure Program	USA SHADE & Fabric Structure		6270		\$168,990.18	\$0.00	\$168,990.18		\$0.00	\$168,990.18
8	Norma Coombs ES - Norma Coombs Phase 1 Shade Structure Program	Ground Penetrating Radar Systems, LLC		6250		\$1,200.00	\$0.00	\$1,200.00		\$1,200.00	\$0.00
Project: Norma Coombs Phase 2 Reroofing Program					\$1,629,010.25	\$1,630,083.15	\$5,000.00	\$1,635,083.15	(\$6,072.90)	\$980,744.25	\$654,338.90
1	Norma Coombs ES - Norma Coombs Phase 2 Reroofing Program	Environmental Assistance Group	2/21/2024			\$1,072.90	\$0.00	\$1,072.90		\$0.00	\$1,072.90
2	Norma Coombs ES - Norma Coombs Phase 2 Reroofing Program	Citadel Environmental	8/4/2022	6280		\$6,044.00	\$0.00	\$6,044.00		\$6,044.00	\$0.00
3	Norma Coombs ES - Norma Coombs Phase 2 Reroofing Program	Best Contracting Services		6270		\$1,622,966.25	\$5,000.00	\$1,627,966.25		\$974,700.25	\$653,266.00
Project: Norma Coombs HVAC Replacement					\$149,408.00	\$149,408.00	\$0.00	\$149,408.00	\$0.00	\$132,627.60	\$16,780.40
1	Norma Coombs ES - Norma Coombs HVAC Replacement	Diversified Thermal Services		6270		\$149,408.00	\$0.00	\$149,408.00		\$132,627.60	\$16,780.40
Project: Norma Coombs ES ADA Compliance Survey & Tran					\$5,664.56	\$5,664.56	\$0.00	\$5,664.56	\$0.00	\$2,549.05	\$3,115.51
1	Norma Coombs ES - Norma Coombs ES ADA Compliance Survey & Tran	Bureau Veritas Technical Assessments LLC		6140		\$5,664.56	\$0.00	\$5,664.56		\$2,549.05	\$3,115.51
Project: Norma Coombs ES Door Lockset Replaceme					\$47,000.00	\$47,000.00	\$0.00	\$47,000.00	\$0.00	\$0.00	\$47,000.00
1	Norma Coombs ES - Norma Coombs ES Door Lockset Replacement	August-Jaye Construction	2/21/2024	6270		\$47,000.00	\$0.00	\$47,000.00		\$0.00	\$47,000.00
Project: Norma Coombs ES Front Entry Security Cam					\$45,436.72	\$1,806.97	\$0.00	\$1,806.97	\$43,629.75	\$0.00	\$1,806.97
1	Norma Coombs ES - Norma Coombs ES Front Entry Security Camera & C	Dell Computers	10/2/2023	6450		\$1,796.97	\$0.00	\$1,796.97		\$0.00	\$1,796.97

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2	Norma Coombs ES - Norma Coombs ES Front Entry Security Camera & C	Dell Computers	10/2/2023	6450		\$10.00	\$0.00	\$10.00		\$0.00	\$10.00
Project: Norma Coombs ES Digital Camera Replacem					\$170,000.00	\$0.00	\$0.00	\$0.00	\$170,000.00	\$0.00	\$0.00
1	Rose City HS - Norma Coombs ES Digital Camera Replacement					\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
School Name: Roosevelt Elementary (Closed)					\$92,936.72	\$49,306.97	\$0.00	\$49,306.97	\$43,629.75	\$0.00	\$49,306.97
Project: Roosevelt ES Door Lockset Replacement					\$47,500.00	\$47,500.00	\$0.00	\$47,500.00	\$0.00	\$0.00	\$47,500.00
1	Roosevelt ES (Closed) - Roosevelt ES Door Lockset Replacement	August-Jaye Construction	2/21/2024	6270		\$47,500.00	\$0.00	\$47,500.00		\$0.00	\$47,500.00
Project: Roosevelt ES Front Entry Security Camera &					\$45,436.72	\$1,806.97	\$0.00	\$1,806.97	\$43,629.75	\$0.00	\$1,806.97
1	Roosevelt ES (Closed) - Roosevelt ES Front Entry Security Camera & Gu	Dell Computers	10/2/2023	6450		\$1,796.97	\$0.00	\$1,796.97		\$0.00	\$1,796.97
2	Roosevelt ES (Closed) - Roosevelt ES Front Entry Security Camera & Gu	Dell Computers	12/2/2023	6450		\$10.00	\$0.00	\$10.00		\$0.00	\$10.00
School Name: San Rafael Elementary					\$36,564,185.28	\$971,411.55	\$5,000.00	\$976,411.55	\$35,587,773.73	\$653,847.73	\$322,563.82
Project: San Rafael Phase 2 Reroofing Program					\$740,094.00	\$741,960.77	\$5,000.00	\$746,960.77	(\$6,866.77)	\$648,227.38	\$98,733.39
1	San Rafael ES - San Rafael Phase 2 Reroofing Program	Best Contracting Services		6270		\$740,094.00	\$5,000.00	\$745,094.00		\$648,227.38	\$96,866.62
2	San Rafael ES - San Rafael Phase 2 Reroofing Program	Environmental Assistance Group	2/21/2024			\$1,866.77	\$0.00	\$1,866.77		\$0.00	\$1,866.77
Project: San Rafael Shade Structure - Phase 2					\$399,695.00	\$121,012.00	\$0.00	\$121,012.00	\$278,683.00	\$0.00	\$121,012.00
1	San Rafael ES - San Rafael Shade Structure - Phase 2	Arcadis/IBI				\$121,012.00	\$0.00	\$121,012.00		\$0.00	\$121,012.00
Project: San Rafael ES ADA Compliance Survey & Tra					\$5,664.56	\$5,664.56	\$0.00	\$5,664.56	\$0.00	\$5,098.10	\$566.46
1	San Rafael ES - San Rafael ES ADA Compliance Survey & Transition Plar		2/5/2024	6140		\$5,664.56	\$0.00	\$5,664.56		\$5,098.10	\$566.46
Project: San Rafael ES Door Lockset Replacement					\$90,000.00	\$90,000.00	\$0.00	\$90,000.00	\$0.00	\$0.00	\$90,000.00
1	San Rafael ES - San Rafael ES Door Lockset Replacement	August-Jaye Construction	2/21/2024	6270		\$90,000.00	\$0.00	\$90,000.00		\$0.00	\$90,000.00
Project: San Rafael ES Front Entry Security Camera &					\$80,881.72	\$12,774.22	\$0.00	\$12,774.22	\$68,107.50	\$522.25	\$12,251.97
1	San Rafael ES - San Rafael ES Front Entry Security Camera & Guest Inte	Dell Computers	10/2/2023	6450		\$10.00	\$0.00	\$10.00		\$0.00	\$10.00

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2	San Rafael ES - San Rafael ES Front Entry Security Camera & Guest Inte	Dell Computers	10/2/2023	6450		\$1,796.97	\$0.00	\$1,796.97		\$0.00	\$1,796.97
3	San Rafael ES - San Rafael ES Front Entry Security Camera & Guest Inte	Flewelling & Moody		6210		\$10,967.25	\$0.00	\$10,967.25		\$522.25	\$10,445.00
Project: San Rafael ES Modernization Project					\$35,247,850.00	\$0.00	\$0.00	\$0.00	\$35,247,850.00	\$0.00	\$0.00
1	San Rafael ES - San Rafael ES Modernization Project					\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
School Name: Sierra Madre Elementary					\$10,785,405.37	\$3,936,695.58	(\$39,652.53)	\$3,897,043.05	\$6,888,362.32	\$1,062,535.51	\$2,834,507.54
Project: Sierra Madre ES Phase 1 Reroofing Program					\$323,490.22	\$323,668.33	(\$39,652.53)	\$284,015.80	\$39,474.42	\$269,047.31	\$14,968.49
1	Sierra Madre ES - Sierra Madre ES Phase 1 Reroofing Program	Environmental Assistance Group	2/21/2024			\$808.11	\$0.00	\$808.11		\$0.00	\$808.11
2	Sierra Madre ES - Sierra Madre ES Phase 1 Reroofing Program	Western States Roofing, Inc.		6270		\$322,860.22	(\$39,652.53)	\$283,207.69		\$269,047.31	\$14,160.38
Project: Sierra Madre ES Central Plant Upgrades					\$3,003,741.00	\$2,973,325.00	\$0.00	\$2,973,325.00	\$30,416.00	\$772,434.15	\$2,200,890.85
1	Sierra Madre ES - Sierra Madre ES Central Plant Upgrades	Southland		6210		\$301,623.00	\$0.00	\$301,623.00		\$386,032.05	(\$84,409.05)
2	Sierra Madre ES - Sierra Madre ES Central Plant Upgrades	Southland		6270		\$2,671,702.00	\$0.00	\$2,671,702.00		\$386,402.10	\$2,285,299.90
Project: Sierra Madre ES Installation of Clock - PA Sys					\$18,505.00	\$18,505.00	\$0.00	\$18,505.00	\$0.00	\$18,505.00	\$0.00
1	Sierra Madre ES - Sierra Madre ES Installation of Clock - PA System	Checkpoint Communications, Inc.		6270		\$18,505.00	\$0.00	\$18,505.00		\$18,505.00	\$0.00
Project: Sierra Madre ES Restroom and Utility Infrastr					\$4,890,617.00	\$201,284.00	\$0.00	\$201,284.00	\$4,689,333.00	\$0.00	\$201,284.00
1	Sierra Madre ES - Sierra Madre ES Restroom and Utility Infrastructure Pro	McCarthy Building Companies Inc.				\$76,000.00	\$0.00	\$76,000.00		\$0.00	\$76,000.00
2	Sierra Madre ES - Sierra Madre ES Restroom and Utility Infrastructure Pro	Environmental Assistance Group				\$3,825.00	\$0.00	\$3,825.00		\$0.00	\$3,825.00
3	Sierra Madre ES - Sierra Madre ES Restroom and Utility Infrastructure Pro	Flewelling & Moody		6210		\$121,459.00	\$0.00	\$121,459.00		\$0.00	\$121,459.00
Project: Sierra Madre ES Health and Safety Project.					\$1,978,366.67	\$32,240.00	\$0.00	\$32,240.00	\$1,946,126.67	\$0.00	\$32,240.00
1	Sierra Madre ES - Sierra Madre ES Health and Safety Project.	Pilgrim Fence Co.				\$32,240.00	\$0.00	\$32,240.00		\$0.00	\$32,240.00
Project: Sierra Madre ES Shade Structure - Phase 2					\$260,866.00	\$118,012.00	\$0.00	\$118,012.00	\$142,854.00	\$0.00	\$118,012.00
1	Sierra Madre ES - Sierra Madre ES Shade Structure - Phase 2	Arcadis/IBI				\$118,012.00	\$0.00	\$118,012.00		\$0.00	\$118,012.00

COC Report (by Contract)

PUSD Projects



SCHOOL NAME - PROJECT NAME		TO COMPANY	CONTRACT DATE	OBJECT CODE	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	BUDGET DELTA	INVOICED TO DATE	COMMITMENT REMAINING
Project: Sierra Madre ES ADA Compliance Survey & T					\$5,664.56	\$5,664.56	\$0.00	\$5,664.56	\$0.00	\$2,549.05	\$3,115.51
1	Sierra Madre ES - Sierra Madre ES ADA Compliance Survey & Transition	Bureau Veritas Technical Assessments LLC	2/5/2024	6140		\$5,664.56	\$0.00	\$5,664.56		\$2,549.05	\$3,115.51
Project: Sierra Madre ES Door Lockset Replacement					\$28,000.00	\$28,000.00	\$0.00	\$28,000.00	\$0.00	\$0.00	\$28,000.00
1	Sierra Madre ES - Sierra Madre ES Door Lockset Replacement	August-Jaye Construction	2/21/2024	6270		\$28,000.00	\$0.00	\$28,000.00		\$0.00	\$28,000.00
Project: Sierra Madre ES Front Entry Security Camera					\$42,153.00	\$1,994.77	\$0.00	\$1,994.77	\$40,158.23	\$0.00	\$1,994.77
1	Sierra Madre ES - Sierra Madre ES Front Entry Security Camera & Guest	Dell Computers	10/2/2023	6450		\$1,796.97	\$0.00	\$1,796.97		\$0.00	\$1,796.97
2	Sierra Madre ES - Sierra Madre ES Front Entry Security Camera & Guest	Dell Computers	10/2/2023	6450		\$10.00	\$0.00	\$10.00		\$0.00	\$10.00
3	Sierra Madre ES - Sierra Madre ES Front Entry Security Camera & Guest					\$187.80	\$0.00	\$187.80		\$0.00	\$187.80
Project: Sierra Madre ES Playground Equipment Repl:					\$234,001.92	\$234,001.92	\$0.00	\$234,001.92	\$0.00	\$0.00	\$234,001.92
1	Sierra Madre ES - Sierra Madre ES Playground Equipment Replacement F	Dave Bang Associates, Inc.		6270		\$234,001.92	\$0.00	\$234,001.92		\$0.00	\$234,001.92
School Name: Washington Elementary STEM					\$1,051,556.37	\$352,543.92	\$32,463.00	\$385,006.92	\$666,549.45	\$89,644.98	\$295,361.94
Project: Washington ES Phase 1 Shade Structure Proq					\$733,350.62	\$286,305.35	\$32,463.00	\$318,768.35	\$414,582.27	\$82,847.50	\$235,920.85
1	Washington ES - Washington ES Phase 1 Shade Structure Program	Vital Inspection Services	8/31/2023	6285		\$1,470.00	\$0.00	\$1,470.00		\$1,470.00	\$0.00
2	Washington ES - Washington ES Phase 1 Shade Structure Program	USA SHADE & Fabric Structure		6270		\$195,278.10	\$0.00	\$195,278.10		\$0.00	\$195,278.10
3	Washington ES - Washington ES Phase 1 Shade Structure Program	Arcadis/IBI		6210		\$79,411.00	\$32,463.00	\$111,874.00		\$75,384.10	\$36,489.90
4	Washington ES - Washington ES Phase 1 Shade Structure Program	NAC Architecture		6210		\$2,500.00	\$0.00	\$2,500.00		\$2,499.15	\$0.85
5	Washington ES - Washington ES Phase 1 Shade Structure Program	Pasadena Water & Power		6260		\$200.00	\$0.00	\$200.00		\$200.00	\$0.00
6	Washington ES - Washington ES Phase 1 Shade Structure Program	SoCal Flow Testing		6260		\$620.00	\$0.00	\$620.00		\$620.00	\$0.00
7	Washington ES - Washington ES Phase 1 Shade Structure Program	Ground Penetrating Radar Systems, LLC		6250		\$1,200.00	\$0.00	\$1,200.00		\$1,200.00	\$0.00
8	Washington ES - Washington ES Phase 1 Shade Structure Program	Smith-Emery Laboratories	9/28/2023	6280		\$1,474.25	\$0.00	\$1,474.25		\$1,474.25	\$0.00
9	Washington ES - Washington ES Phase 1 Shade Structure Program	Mergrabyan Builders, Inc.		6270		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
10	Washington ES - Washington ES Phase 1 Shade Structure Program	Sun County Playgrounds		6270		\$4,152.00	\$0.00	\$4,152.00		\$0.00	\$4,152.00

COC Report (by Contract)

PUSD Projects



SCHOOL NAME - PROJECT NAME		TO COMPANY	CONTRACT DATE	OBJECT CODE	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	BUDGET DELTA	INVOICED TO DATE	COMMITMENT REMAINING
Project: Washington ES ADA Compliance Survey & Tr					\$7,552.75	\$7,552.75	\$0.00	\$7,552.75	\$0.00	\$6,797.48	\$755.27
1	Washington ES - Washington ES ADA Compliance Survey & Transition Pl	Bureau Veritas Technical Assessments LLC	2/5/2024	6140		\$7,552.75	\$0.00	\$7,552.75		\$6,797.48	\$755.27
Project: Washington ES Door Lockset Replacement					\$58,500.00	\$58,500.00	\$0.00	\$58,500.00	\$0.00	\$0.00	\$58,500.00
1	Washington ES - Washington ES Door Lockset Replacement	August-Jaye Construction	2/21/2024	6270		\$58,500.00	\$0.00	\$58,500.00		\$0.00	\$58,500.00
Project: Washington ES Front Entry Security Camera					\$82,153.00	\$185.82	\$0.00	\$185.82	\$81,967.18	\$0.00	\$185.82
1	Washington ES - Washington ES Front Entry Security Camera & Guest Int	Dell Computers				\$185.82	\$0.00	\$185.82		\$0.00	\$185.82
Project: Washington ES Digital Camera Replacement					\$170,000.00	\$0.00	\$0.00	\$0.00	\$170,000.00	\$0.00	\$0.00
1	Washington ES - Washington ES Digital Camera Replacement					\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
School Name: Webster Elementary					\$31,896,341.66	\$1,649,646.66	(\$11,100.25)	\$1,638,546.41	\$30,257,795.25	\$1,158,734.98	\$479,811.43
Project: Webster Phase 1 Reroofing Program					\$481,496.92	\$481,496.92	(\$49,100.25)	\$432,396.67	\$49,100.25	\$410,416.84	\$21,979.83
1	Webster ES - Webster Phase 1 Reroofing Program	Western States Roofing, Inc.		6270		\$481,496.92	(\$49,100.25)	\$432,396.67		\$410,416.84	\$21,979.83
Project: Webster Phase 2 Reroofing Program					\$194,585.18	\$194,585.18	\$38,000.00	\$232,585.18	(\$38,000.00)	\$187,470.04	\$45,115.14
1	Webster ES - Webster Phase 2 Reroofing Program	Western States Roofing, Inc.		6270		\$194,585.18	\$38,000.00	\$232,585.18		\$187,470.04	\$45,115.14
Project: Webster HVAC Replacement					\$797,114.00	\$797,114.00	\$0.00	\$797,114.00	\$0.00	\$555,750.00	\$241,364.00
1	Webster ES - Webster HVAC Replacement	Diversified Thermal Services		6270		\$797,114.00	\$0.00	\$797,114.00		\$555,750.00	\$241,364.00
Project: Webster Shade Structure - Phase 2					\$345,257.00	\$121,786.00	\$0.00	\$121,786.00	\$223,471.00	\$0.00	\$121,786.00
1	Webster ES - Webster Shade Structure - Phase 2	Arcadis/IBI				\$121,786.00	\$0.00	\$121,786.00		\$0.00	\$121,786.00
Project: Webster ES ADA Compliance Survey & Trans					\$5,664.56	\$5,664.56	\$0.00	\$5,664.56	\$0.00	\$5,098.10	\$566.46
1	Webster ES - Webster ES ADA Compliance Survey & Transition Plan Dev	Bureau Veritas Technical Assessments LLC	2/5/2024	6140		\$5,664.56	\$0.00	\$5,664.56		\$5,098.10	\$566.46

COC Report (by Contract)

PUSD Projects



SCHOOL NAME - PROJECT NAME		TO COMPANY	CONTRACT DATE	OBJECT CODE	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	BUDGET DELTA	INVOICED TO DATE	COMMITMENT REMAINING
Project: Webster ES Door Lockset Replacement					\$49,000.00	\$49,000.00	\$0.00	\$49,000.00	\$0.00	\$0.00	\$49,000.00
1	Webster ES - Webster ES Door Lockset Replacement	August-Jaye Construction	2/21/2024	6270		\$49,000.00	\$0.00	\$49,000.00		\$0.00	\$49,000.00
Project: Webster ES Front Entry Security Camera & G					\$82,153.00	\$0.00	\$0.00	\$0.00	\$82,153.00	\$0.00	\$0.00
1	Webster ES - Webster ES Front Entry Security Camera & Guest Intercom					\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
Project: Webster ES Modernization Project					\$29,941,071.00	\$0.00	\$0.00	\$0.00	\$29,941,071.00	\$0.00	\$0.00
1	Webster ES - Webster ES Modernization Project					\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
School Name: Willard Elementary					\$7,058,670.94	\$347,629.13	\$0.00	\$347,629.13	\$6,711,041.81	\$2,549.05	\$345,080.08
Project: Willard Restroom and Utility Infrastructure Pr					\$4,729,214.00	\$179,647.00	\$0.00	\$179,647.00	\$4,549,567.00	\$0.00	\$179,647.00
1	Willard ES - Willard Restroom and Utility Infrastructure Project	Environmental Assistance Group				\$2,347.00	\$0.00	\$2,347.00		\$0.00	\$2,347.00
2	Willard ES - Willard Restroom and Utility Infrastructure Project	McCarthy Building Companies Inc.				\$84,250.00	\$0.00	\$84,250.00		\$0.00	\$84,250.00
3	Willard ES - Willard Restroom and Utility Infrastructure Project	Flewelling & Moody		6210		\$93,050.00	\$0.00	\$93,050.00		\$0.00	\$93,050.00
Project: Willard ES Health and Safety Project					\$1,978,366.66	\$0.00	\$0.00	\$0.00	\$1,978,366.66	\$0.00	\$0.00
1	Willard ES - Willard ES Health and Safety Project	Pilgrim Fence Co.				\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
Project: Willard Shade Structure - Phase 2					\$205,836.00	\$108,145.00	\$0.00	\$108,145.00	\$97,691.00	\$0.00	\$108,145.00
1	Willard ES - Willard Shade Structure - Phase 2	Arcadis/IBI				\$108,145.00	\$0.00	\$108,145.00		\$0.00	\$108,145.00
Project: Willard ES ADA Compliance Survey & Transit					\$5,664.56	\$5,664.56	\$0.00	\$5,664.56	\$0.00	\$2,549.05	\$3,115.51
1	Willard ES - Willard ES ADA Compliance Survey & Transition Plan Develo	Bureau Veritas Technical Assessments LLC	2/5/2024	6140		\$5,664.56	\$0.00	\$5,664.56		\$2,549.05	\$3,115.51
Project: Willard ES Door Lockset Replacement					\$52,000.00	\$52,000.00	\$0.00	\$52,000.00	\$0.00	\$0.00	\$52,000.00
1	Willard ES - Willard ES Door Lockset Replacement	August-Jaye Construction	2/21/2024	6270		\$52,000.00	\$0.00	\$52,000.00		\$0.00	\$52,000.00
Project: Willard ES (CC Also) Front Entry Security Car					\$87,589.72	\$2,172.57	\$0.00	\$2,172.57	\$85,417.15	\$0.00	\$2,172.57
1	Willard ES - Willard ES (CC Also) Front Entry Security Camera & Guest In	Dell Computers	10/2/2023	6450		\$10.00	\$0.00	\$10.00		\$0.00	\$10.00

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PUSD Projects



SCHOOL NAME - PROJECT NAME		TO COMPANY	CONTRACT DATE	OBJECT CODE	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	BUDGET DELTA	INVOICED TO DATE	COMMITMENT REMAINING
2	Willard ES - Willard ES (CC Also) Front Entry Security Camera & Guest In	Dell Computers				\$375.60	\$0.00	\$375.60		\$0.00	\$375.60
3	Willard ES - Willard ES (CC Also) Front Entry Security Camera & Guest In	Dell Computers	10/2/2023	6450		\$1,786.97	\$0.00	\$1,786.97		\$0.00	\$1,786.97
School Type: 02 - Middle Schools					\$14,700,809.43	\$3,915,118.13	\$19,469.60	\$3,934,587.73	\$10,766,221.70	\$2,761,652.45	\$1,172,935.28
School Name: Eliot Arts Magnet Academy					\$9,495,802.10	\$1,223,007.68	(\$27,538.40)	\$1,195,469.28	\$8,300,332.82	\$805,600.48	\$389,868.80
Project: Eliot Phase 1 Reroofing Program					\$871,066.78	\$871,066.78	(\$27,538.40)	\$843,528.38	\$27,538.40	\$801,352.06	\$42,176.32
1	Eliot MS - Eliot Phase 1 Reroofing Program	Western States Roofing, Inc.		6270		\$871,066.78	(\$27,538.40)	\$843,528.38		\$801,352.06	\$42,176.32
Project: Eliot MS Restrooms and Utility Infrastructure					\$6,494,491.00	\$243,693.00	\$0.00	\$243,693.00	\$6,250,798.00	\$0.00	\$243,693.00
1	Eliot MS - Eliot MS Restrooms and Utility Infrastructure Upgrade Project	McCarthy Building Companies Inc.				\$120,750.00	\$0.00	\$120,750.00		\$0.00	\$120,750.00
2	Eliot MS - Eliot MS Restrooms and Utility Infrastructure Upgrade Project	Environmental Assistance Group				\$3,765.00	\$0.00	\$3,765.00		\$0.00	\$3,765.00
3	Eliot MS - Eliot MS Restrooms and Utility Infrastructure Upgrade Project	Flewelling & Moody		6210		\$119,178.00	\$0.00	\$119,178.00		\$0.00	\$119,178.00
Project: Eliot MS Health and Safety Project					\$1,978,366.67	\$0.00	\$0.00	\$0.00	\$1,978,366.67	\$0.00	\$0.00
1	Eliot MS - Eliot MS Health and Safety Project					\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
Project: Eliot MS ADA Compliance Survey & Transitio					\$9,440.93	\$9,440.93	\$0.00	\$9,440.93	\$0.00	\$4,248.42	\$5,192.51
1	Eliot MS - Eliot MS ADA Compliance Survey & Transition Plan Developme	Bureau Veritas Technical Assessments LLC	2/5/2024	6140		\$9,440.93	\$0.00	\$9,440.93		\$4,248.42	\$5,192.51
Project: Eliot MS Door Lockset Replacement					\$97,000.00	\$97,000.00	\$0.00	\$97,000.00	\$0.00	\$0.00	\$97,000.00
1	Eliot MS - Eliot MS Door Lockset Replacement	August-Jaye Construction	2/21/2024	6270		\$97,000.00	\$0.00	\$97,000.00		\$0.00	\$97,000.00
Project: Eliot MS - Front Entry Security Camera & Gue					\$45,436.72	\$1,806.97	\$0.00	\$1,806.97	\$43,629.75	\$0.00	\$1,806.97
1	Eliot MS - Eliot MS - Front Entry Security Camera & Guest Intercom Syste	Dell Computers	10/2/2023	6450		\$10.00	\$0.00	\$10.00		\$0.00	\$10.00
2	Eliot MS - Eliot MS - Front Entry Security Camera & Guest Intercom Syste	Dell Computers	10/2/2023	6450		\$1,796.97	\$0.00	\$1,796.97		\$0.00	\$1,796.97
School Name: McKinley Middle					\$2,678,654.03	\$2,449,475.54	\$37,008.00	\$2,486,483.54	\$192,170.49	\$1,947,306.23	\$539,177.31
Project: McKinley K8 School Phase 1 Shade Structure					\$247,249.62	\$228,211.96	\$32,008.00	\$260,219.96	(\$12,970.34)	\$81,605.58	\$178,614.38
1	McKinley MS - McKinley K8 School Phase 1 Shade Structure Program	USA SHADE & Fabric Structure		6270		\$103,474.96	\$0.00	\$103,474.96		\$0.00	\$103,474.96

COC Report (by Contract)

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SCHOOL NAME - PROJECT NAME		TO COMPANY	CONTRACT DATE	OBJECT CODE	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	BUDGET DELTA	INVOICED TO DATE	COMMITMENT REMAINING
2	McKinley MS - McKinley K8 School Phase 1 Shade Structure Program	Vital Inspection Services	9/1/2023	6285		\$5,880.00	\$0.00	\$5,880.00		\$2,520.00	\$3,360.00
3	McKinley MS - McKinley K8 School Phase 1 Shade Structure Program	Arcadis/IBI		6210		\$72,691.00	\$32,008.00	\$104,699.00		\$73,343.21	\$31,355.79
4	McKinley MS - McKinley K8 School Phase 1 Shade Structure Program	Smith-Emery Laboratories	9/28/2023	6280		\$7,140.00	\$0.00	\$7,140.00		\$1,223.20	\$5,916.80
5	McKinley MS - McKinley K8 School Phase 1 Shade Structure Program	Ground Penetrating Radar Systems, LLC		6250		\$1,200.00	\$0.00	\$1,200.00		\$1,200.00	\$0.00
6	McKinley MS - McKinley K8 School Phase 1 Shade Structure Program	NAC Architecture		6210		\$2,500.00	\$0.00	\$2,500.00		\$2,499.17	\$0.83
7	McKinley MS - McKinley K8 School Phase 1 Shade Structure Program	Pasadena Water & Power		6260		\$200.00	\$0.00	\$200.00		\$200.00	\$0.00
8	McKinley MS - McKinley K8 School Phase 1 Shade Structure Program	Mergrabyan Builders, Inc.		6270		\$34,506.00	\$0.00	\$34,506.00		\$0.00	\$34,506.00
9	McKinley MS - McKinley K8 School Phase 1 Shade Structure Program	SoCal Flow Testing		6260		\$620.00	\$0.00	\$620.00		\$620.00	\$0.00
Project: McKinley Phase 2 Reroofing Program					\$2,108,210.48	\$2,110,034.85	\$5,000.00	\$2,115,034.85	(\$6,824.37)	\$1,861,452.23	\$253,582.62
1	McKinley MS - McKinley Phase 2 Reroofing Program	Environmental Assistance Group	2/21/2024			\$1,824.37	\$0.00	\$1,824.37		\$0.00	\$1,824.37
2	McKinley MS - McKinley Phase 2 Reroofing Program	Best Contracting Services		6270		\$2,108,210.48	\$5,000.00	\$2,113,210.48		\$1,861,452.23	\$251,758.25
Project: McKinley MS ADA Compliance Survey & Tran					\$9,440.93	\$9,440.93	\$0.00	\$9,440.93	\$0.00	\$4,248.42	\$5,192.51
1	McKinley MS - McKinley MS ADA Compliance Survey & Transition Plan D	Bureau Veritas Technical Assessments LLC	2/5/2024	6140		\$9,440.93	\$0.00	\$9,440.93		\$4,248.42	\$5,192.51
Project: McKinley MS Door Lockset Replacement					\$101,600.00	\$101,600.00	\$0.00	\$101,600.00	\$0.00	\$0.00	\$101,600.00
1	McKinley MS - McKinley MS Door Lockset Replacement	August-Jaye Construction	2/21/2024	6270		\$101,600.00	\$0.00	\$101,600.00		\$0.00	\$101,600.00
Project: McKinley K-8 School Front Entry Security Cai					\$42,153.00	\$187.80	\$0.00	\$187.80	\$41,965.20	\$0.00	\$187.80
1	McKinley MS - McKinley K-8 School Front Entry Security Camera & Guest	Dell Computers				\$187.80	\$0.00	\$187.80		\$0.00	\$187.80
Project: McKinley MS Digital Camera Replacement					\$170,000.00	\$0.00	\$0.00	\$0.00	\$170,000.00	\$0.00	\$0.00
1	McKinley MS - McKinley MS Digital Camera Replacement					\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
School Name: Octavia E. Butler Magnet					\$319,038.93	\$82,693.98	\$0.00	\$82,693.98	\$236,344.95	\$4,497.32	\$78,196.66
Project: Octavia E. Butler MS ADA Compliance Survey					\$9,440.93	\$9,440.93	\$0.00	\$9,440.93	\$0.00	\$4,248.42	\$5,192.51
1	Octavia E. Butler MS - Octavia E. Butler MS ADA Compliance Survey & Tr	Bureau Veritas Technical Assessments LLC	2/5/2024	6140		\$9,440.93	\$0.00	\$9,440.93		\$4,248.42	\$5,192.51

COC Report (by Contract)

PUSD Projects



SCHOOL NAME - PROJECT NAME		TO COMPANY	CONTRACT DATE	OBJECT CODE	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	BUDGET DELTA	INVOICED TO DATE	COMMITMENT REMAINING
Project: Octavia E. Butler MS Door Lockset Replacem					\$60,000.00	\$60,000.00	\$0.00	\$60,000.00	\$0.00	\$0.00	\$60,000.00
1	Octavia E. Butler MS - Octavia E. Butler MS Door Lockset Replacement	August-Jaye Construction	2/21/2024	6270		\$60,000.00	\$0.00	\$60,000.00		\$0.00	\$60,000.00
Project: Octavia E. Butler MS Front Entry Security Car					\$79,598.00	\$13,253.05	\$0.00	\$13,253.05	\$66,344.95	\$248.90	\$13,004.15
1	Octavia E. Butler MS - Octavia E. Butler MS Front Entry Security Camera i	Dell Computers				\$185.80	\$0.00	\$185.80		\$0.00	\$185.80
2	Octavia E. Butler MS - Octavia E. Butler MS Front Entry Security Camera i	Flewelling & Moody	11/20/2023	6210		\$13,067.25	\$0.00	\$13,067.25		\$248.90	\$12,818.35
Project: Octavia Butler MS Digital Camera Replaceme					\$170,000.00	\$0.00	\$0.00	\$0.00	\$170,000.00	\$0.00	\$0.00
1	Octavia E. Butler MS - Octavia Butler MS Digital Camera Replacement					\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
School Name: Sierra Madre Middle					\$86,377.65	\$40,940.93	\$0.00	\$40,940.93	\$45,436.72	\$4,248.42	\$36,692.51
Project: Sierra Madre MS ADA Compliance Survey & T					\$9,440.93	\$9,440.93	\$0.00	\$9,440.93	\$0.00	\$4,248.42	\$5,192.51
1	Sierra Madre MS - Sierra Madre MS ADA Compliance Survey & Transition	Bureau Veritas Technical Assessments LLC	2/5/2024	6140		\$9,440.93	\$0.00	\$9,440.93		\$4,248.42	\$5,192.51
Project: Sierra Madre MS Door Lockset Replacement					\$31,500.00	\$31,500.00	\$0.00	\$31,500.00	\$0.00	\$0.00	\$31,500.00
1	Sierra Madre MS - Sierra Madre MS Door Lockset Replacement	August-Jaye Construction	2/21/2024	6270		\$31,500.00	\$0.00	\$31,500.00		\$0.00	\$31,500.00
Project: Sierra Madre MS Front Entry Security Camera					\$45,436.72	\$0.00	\$0.00	\$0.00	\$45,436.72	\$0.00	\$0.00
1	Sierra Madre MS - Sierra Madre MS Front Entry Security Camera & Guest	Dell Financial Services	9/25/2023	6210		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
School Name: Wilson Middle					\$2,120,936.72	\$119,000.00	\$10,000.00	\$129,000.00	\$1,991,936.72	\$0.00	\$129,000.00
Project: Wilson MS Campus Reconfiguration - Rose C					\$1,000,000.00	\$43,500.00	\$10,000.00	\$53,500.00	\$946,500.00	\$0.00	\$53,500.00
1	Wilson MS - Wilson MS Campus Reconfiguration - Rose City HS	PJHM Achitects		6210		\$43,500.00	\$10,000.00	\$53,500.00		\$0.00	\$53,500.00
Project: Wilson MS Campus Reconfiguration - PALS					\$1,000,000.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00	\$0.00	\$0.00
1	Wilson MS - Wilson MS Campus Reconfiguration - PALS					\$0.00	\$0.00	\$0.00		\$0.00	\$0.00

COC Report (by Contract)

PUSD Projects



SCHOOL NAME - PROJECT NAME		TO COMPANY	CONTRACT DATE	OBJECT CODE	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	BUDGET DELTA	INVOICED TO DATE	COMMITMENT REMAINING
Project: Wilson MS Door Lockset Replacement					\$75,500.00	\$75,500.00	\$0.00	\$75,500.00	\$0.00	\$0.00	\$75,500.00
1	Wilson MS - Wilson MS Door Lockset Replacement	August-Jaye Construction	2/21/2024	6270		\$75,500.00	\$0.00	\$75,500.00		\$0.00	\$75,500.00
Project: Wilson MS Front Entry Security Camera & Gu					\$45,436.72	\$0.00	\$0.00	\$0.00	\$45,436.72	\$0.00	\$0.00
1	Wilson MS - Wilson MS Front Entry Security Camera & Guest Intercom Sy					\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
School Type: 03 - High Schools					\$115,180,546.04	\$20,297,575.21	\$293,196.67	\$20,590,771.88	\$94,589,774.16	\$9,800,670.38	\$10,790,101.50
School Name: Blair International Baccalaureate					\$347,323.21	\$52,762.46	\$0.00	\$52,762.46	\$294,560.75	\$13,933.50	\$38,828.96
Project: Blair HS ADA Compliance Survey & Transiti					\$15,105.49	\$15,105.49	\$0.00	\$15,105.49	\$0.00	\$13,594.94	\$1,510.55
1	Blair HS - Blair HS ADA Compliance Survey & Transition Plan Developme	Bureau Veritas Technical Assessments LLC	2/5/2024	6140		\$15,105.49	\$0.00	\$15,105.49		\$13,594.94	\$1,510.55
Project: Blair HS Door Lockset Replacement					\$17,700.00	\$17,700.00	\$0.00	\$17,700.00	\$0.00	\$0.00	\$17,700.00
1	Blair HS - Blair HS Door Lockset Replacement	August-Jaye Construction	2/21/2024	6270		\$17,700.00	\$0.00	\$17,700.00		\$0.00	\$17,700.00
Project: Blair MS & HS Front Entry Security Camera &					\$144,517.72	\$19,956.97	\$0.00	\$19,956.97	\$124,560.75	\$338.56	\$19,618.41
1	Blair HS - Blair MS & HS Front Entry Security Camera & Guest Intercom S	Dell Computers	10/2/2023	6450		\$1,796.97	\$0.00	\$1,796.97		\$0.00	\$1,796.97
2	Blair HS - Blair MS & HS Front Entry Security Camera & Guest Intercom S	Dell Computers				\$375.60	\$0.00	\$375.60		\$0.00	\$375.60
3	Blair HS - Blair MS & HS Front Entry Security Camera & Guest Intercom S	Dell Computers	10/2/2023	6450		\$10.00	\$0.00	\$10.00		\$0.00	\$10.00
4	Blair HS - Blair MS & HS Front Entry Security Camera & Guest Intercom S	Flewelling & Moody	11/20/2023	6210		\$17,774.40	\$0.00	\$17,774.40		\$338.56	\$17,435.84
Project: Blair HS Digital Camera Replacement					\$170,000.00	\$0.00	\$0.00	\$0.00	\$170,000.00	\$0.00	\$0.00
1	Blair HS - Blair HS Digital Camera Replacement					\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
School Name: John Muir High					\$55,335,547.90	\$5,843,406.21	\$16,397.00	\$5,859,803.21	\$49,475,744.69	\$3,194,546.96	\$2,665,256.25
Project: John Muir Phase 1 Reroofing Program					\$3,324,574.36	\$3,344,651.87	\$16,397.00	\$3,361,048.87	(\$36,474.51)	\$3,177,553.28	\$183,495.59
1	John Muir HS - John Muir Phase 1 Reroofing Program	Citadel Environmental	7/1/2022	6280		\$2,680.00	\$0.00	\$2,680.00		\$2,680.00	\$0.00
2	John Muir HS - John Muir Phase 1 Reroofing Program	Best Contracting Services		6270		\$3,341,971.87	\$16,397.00	\$3,358,368.87		\$3,174,873.28	\$183,495.59

COC Report (by Contract)

PUSD Projects



SCHOOL NAME - PROJECT NAME		TO COMPANY	CONTRACT DATE	OBJECT CODE	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	BUDGET DELTA	INVOICED TO DATE	COMMITMENT REMAINING
Project: John Muir Pilot Security Camera System Upg					\$75,256.67	\$75,256.67	\$0.00	\$75,256.67	\$0.00	\$0.00	\$75,256.67
1	John Muir HS - John Muir Pilot Security Camera System Upgrade	NIC Partners, Inc.	1/29/2023	6270		\$75,256.67	\$0.00	\$75,256.67		\$0.00	\$75,256.67
Project: John Muir HS Gym and Pool Modernization					\$51,588,682.00	\$2,288,428.00	\$0.00	\$2,288,428.00	\$49,300,254.00	\$0.00	\$2,288,428.00
1	John Muir HS - John Muir HS Gym and Pool Modernization	Environmental Assistance Group	2/21/2024			\$4,428.00	\$0.00	\$4,428.00		\$0.00	\$4,428.00
2	John Muir HS - John Muir HS Gym and Pool Modernization	Huckabee & Associates		6210		\$2,284,000.00	\$0.00	\$2,284,000.00		\$0.00	\$2,284,000.00
Project: John Muir HS ADA Compliance Survey & Trai					\$18,881.87	\$18,881.87	\$0.00	\$18,881.87	\$0.00	\$16,993.68	\$1,888.19
1	John Muir HS - John Muir HS ADA Compliance Survey & Transition Plan I	Bureau Veritas Technical Assessments LLC	2/5/2024	6140		\$18,881.87	\$0.00	\$18,881.87		\$16,993.68	\$1,888.19
Project: John Muir HS Door Lockset Replacement					\$116,000.00	\$116,000.00	\$0.00	\$116,000.00	\$0.00	\$0.00	\$116,000.00
1	John Muir HS - John Muir HS Door Lockset Replacement	August-Jaye Construction	2/21/2024	6270		\$116,000.00	\$0.00	\$116,000.00		\$0.00	\$116,000.00
Project: John Muir HS Front Entry Security Camera &					\$42,153.00	\$187.80	\$0.00	\$187.80	\$41,965.20	\$0.00	\$187.80
1	John Muir HS - John Muir HS Front Entry Security Camera & Guest Interco	Dell Computers				\$187.80	\$0.00	\$187.80		\$0.00	\$187.80
Project: John Muir HS Digital Camera Replacement					\$170,000.00	\$0.00	\$0.00	\$0.00	\$170,000.00	\$0.00	\$0.00
1	John Muir HS - John Muir HS Digital Camera Replacement					\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
School Name: Marshall Fundamental					\$27,998,654.51	\$3,970,381.51	\$269,725.92	\$4,240,107.43	\$23,758,547.08	\$2,916,469.95	\$1,323,637.48
Project: Marshall Phase 1 Reroofing Program					\$1,475,488.09	\$1,475,488.09	(\$7,967.90)	\$1,467,520.19	\$7,967.90	\$1,351,803.06	\$115,717.13
1	Marshall HS - Marshall Phase 1 Reroofing Program	Best Contracting Services		6270		\$1,475,488.09	(\$7,967.90)	\$1,467,520.19		\$1,351,803.06	\$115,717.13
Project: Marshall Phase 2 Reroofing Program					\$1,804,591.50	\$1,806,413.70	\$244,840.82	\$2,051,254.52	(\$246,663.02)	\$1,503,368.75	\$547,885.77
1	Marshall HS - Marshall Phase 2 Reroofing Program	Best Contracting Services		6270		\$1,804,591.50	\$244,840.82	\$2,049,432.32		\$1,503,368.75	\$546,063.57
2	Marshall HS - Marshall Phase 2 Reroofing Program	Environmental Assistance Group	2/21/2024			\$1,822.20	\$0.00	\$1,822.20		\$0.00	\$1,822.20
Project: Marshall Softball Repair and Renovation					\$572,815.80	\$539,962.80	\$32,853.00	\$572,815.80	\$0.00	\$56,200.00	\$516,615.80
1	Marshall HS - Marshall Softball Repair and Renovation	Flewelling & Moody		6210		\$22,000.00	\$29,203.00	\$51,203.00		\$44,200.00	\$7,003.00

COC Report (by Contract)

PUSD Projects



SCHOOL NAME - PROJECT NAME		TO COMPANY	CONTRACT DATE	OBJECT CODE	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	BUDGET DELTA	INVOICED TO DATE	COMMITMENT REMAINING
2	Marshall HS - Marshall Softball Repair and Renovation	IMEG		6140		\$8,350.00	\$3,650.00	\$12,000.00		\$12,000.00	\$0.00
3	Marshall HS - Marshall Softball Repair and Renovation	Abigail Electric, Inc.		6270		\$509,612.80	\$0.00	\$509,612.80		\$0.00	\$509,612.80
Project: Marshall Fundamental HS ADA Compliance S					\$11,329.12	\$11,329.12	\$0.00	\$11,329.12	\$0.00	\$5,098.14	\$6,230.98
1	Marshall HS - Marshall Fundamental HS ADA Compliance Survey & Trans	Bureau Veritas Technical Assessments LLC	2/5/2024	6140		\$11,329.12	\$0.00	\$11,329.12		\$5,098.14	\$6,230.98
Project: Marshall Fundamental HS Door Lockset Repl:					\$137,000.00	\$137,000.00	\$0.00	\$137,000.00	\$0.00	\$0.00	\$137,000.00
1	Marshall HS - Marshall Fundamental HS Door Lockset Replacement	August-Jaye Construction	2/21/2024	6270		\$137,000.00	\$0.00	\$137,000.00		\$0.00	\$137,000.00
Project: Marshall Fundamental HS Front Entry Securit					\$42,153.00	\$187.80	\$0.00	\$187.80	\$41,965.20	\$0.00	\$187.80
1	Marshall HS - Marshall Fundamental HS Front Entry Security Camera & G	Dell Computers				\$187.80	\$0.00	\$187.80		\$0.00	\$187.80
Project: Marshall Fundamental School Athletic Field &					\$23,785,277.00	\$0.00	\$0.00	\$0.00	\$23,785,277.00	\$0.00	\$0.00
1	Marshall HS - Marshall Fundamental School Athletic Field & Track, Restro					\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
Project: Marshall Digital Camera Replacement					\$170,000.00	\$0.00	\$0.00	\$0.00	\$170,000.00	\$0.00	\$0.00
1	Marshall HS - Marshall Digital Camera Replacement					\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
School Name: Pasadena High School					\$31,302,020.42	\$10,404,025.03	\$7,073.75	\$10,411,098.78	\$20,890,921.64	\$3,675,719.97	\$6,735,378.81
Project: PHS Phase 1 Reroofing Program					\$3,675,013.01	\$3,687,554.61	\$7,955.00	\$3,695,509.61	(\$20,496.60)	\$3,503,176.88	\$192,332.73
1	Pasadena HS - PHS Phase 1 Reroofing Program	Best Contracting Services		6270		\$3,687,554.61	\$7,955.00	\$3,695,509.61		\$3,503,176.88	\$192,332.73
Project: Focus Point Fencing					\$3,718.75	\$4,600.00	(\$881.25)	\$3,718.75	\$0.00	\$3,718.75	\$0.00
1	Focus Point HS - Focus Point Fencing	Flewelling & Moody		6210		\$4,600.00	(\$881.25)	\$3,718.75		\$3,718.75	\$0.00
Project: PHS Campus Identity Project (Construction)					\$5,305,760.00	\$5,288,463.00	\$0.00	\$5,288,463.00	\$17,297.00	\$43,620.00	\$5,244,843.00
1	Pasadena HS - PHS Campus Identity Project (Construction)	The Nazerian Group	1/8/2024	6270		\$4,944,123.00	\$0.00	\$4,944,123.00		\$0.00	\$4,944,123.00
2	Pasadena HS - PHS Campus Identity Project (Construction)	Vital Inspection Services	10/10/2023	6285		\$305,760.00	\$0.00	\$305,760.00		\$5,040.00	\$300,720.00

COC Report (by Contract)

PUSD Projects



SCHOOL NAME - PROJECT NAME		TO COMPANY	CONTRACT DATE	OBJECT CODE	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	BUDGET DELTA	INVOICED TO DATE	COMMITMENT REMAINING
3	Pasadena HS - PHS Campus Identity Project (Construction)	DSA	10/12/2023	6230		\$38,580.00	\$0.00	\$38,580.00		\$38,580.00	\$0.00
Project: Pasadena HS HVAC Replacement					\$122,850.00	\$122,850.00	\$0.00	\$122,850.00	\$0.00	\$116,707.50	\$6,142.50
1	Pasadena HS - Pasadena HS HVAC Replacement	Diversified Thermal Services		6270		\$122,850.00	\$0.00	\$122,850.00		\$116,707.50	\$6,142.50
Project: PHS Pilot Security Camera System Upgrade					\$85,022.07	\$85,022.07	\$0.00	\$85,022.07	\$0.00	\$0.00	\$85,022.07
1	Pasadena HS - PHS Pilot Security Camera System Upgrade	NIC Partners, Inc.	1/29/2024	6270		\$85,022.07	\$0.00	\$85,022.07		\$0.00	\$85,022.07
Project: Pasadena HS ADA Compliance Survey & Trar					\$18,881.87	\$18,881.87	\$0.00	\$18,881.87	\$0.00	\$8,496.84	\$10,385.03
1	Pasadena HS - Pasadena HS ADA Compliance Survey & Transition Plan I	Bureau Veritas Technical Assessments LLC	2/5/2023	6140		\$18,881.87	\$0.00	\$18,881.87		\$8,496.84	\$10,385.03
Project: Pasadena HS Door Lockset Replacement					\$169,000.00	\$169,000.00	\$0.00	\$169,000.00	\$0.00	\$0.00	\$169,000.00
1	Pasadena HS - Pasadena HS Door Lockset Replacement	August-Jaye Construction	2/21/2024	6270		\$169,000.00	\$0.00	\$169,000.00		\$0.00	\$169,000.00
Project: Pasadena HS Front Entry Security Camera & I					\$5,436.72	\$1,806.97	\$0.00	\$1,806.97	\$3,629.75	\$0.00	\$1,806.97
1	Pasadena HS - Pasadena HS Front Entry Security Camera & Guest Interc	Dell Computers	10/2/2023	6450		\$10.00	\$0.00	\$10.00		\$0.00	\$10.00
2	Pasadena HS - Pasadena HS Front Entry Security Camera & Guest Interc	Dell Computers	10/2/2023	6450		\$1,796.97	\$0.00	\$1,796.97		\$0.00	\$1,796.97
Project: Pasadena High School Pool Replacement Pro					\$21,746,338.00	\$1,025,846.51	\$0.00	\$1,025,846.51	\$20,720,491.49	\$0.00	\$1,025,846.51
1	Pasadena HS - Pasadena High School Pool Replacement Project	PJHM Achitects		6210		\$1,025,846.51	\$0.00	\$1,025,846.51		\$0.00	\$1,025,846.51
Project: Pasadena HS Digital Camera Replacement					\$170,000.00	\$0.00	\$0.00	\$0.00	\$170,000.00	\$0.00	\$0.00
1	Pasadena HS - Pasadena HS Digital Camera Replacement					\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
School Name: Rose City High School					\$197,000.00	\$27,000.00	\$0.00	\$27,000.00	\$170,000.00	\$0.00	\$27,000.00
Project: Rose City HS Door Lockset Replacement					\$27,000.00	\$27,000.00	\$0.00	\$27,000.00	\$0.00	\$0.00	\$27,000.00
1	Rose City HS - Rose City HS Door Lockset Replacement	August-Jaye Construction	2/21/2024	6270		\$27,000.00	\$0.00	\$27,000.00		\$0.00	\$27,000.00

COC Report (by Contract)

PUSD Projects



SCHOOL NAME - PROJECT NAME		TO COMPANY	CONTRACT DATE	OBJECT CODE	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	BUDGET DELTA	INVOICED TO DATE	COMMITMENT REMAINING
Project: Rose City HS Digital Camera Replacement					\$170,000.00	\$0.00	\$0.00	\$0.00	\$170,000.00	\$0.00	\$0.00
1	Rose City HS - Rose City HS Digital Camera Replacement					\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
School Type: 04 - Charter Schools					\$1,448,752.40	\$1,407,249.87	\$13,000.00	\$1,420,249.87	\$28,502.53	\$1,215,079.58	\$205,170.29
School Name: Cleveland - Alma Fuerte CS - ECDP					\$447,501.30	\$404,859.34	\$5,000.00	\$409,859.34	\$37,641.96	\$347,175.52	\$62,683.82
Project: Cleveland ES Phase 2 Reroofing Program					\$361,064.58	\$361,864.57	\$5,000.00	\$366,864.57	(\$5,799.99)	\$347,175.52	\$19,689.05
1	Cleveland ES - Cleveland ES Phase 2 Reroofing Program	Environmental Assistance Group	2/21/2024			\$799.99	\$0.00	\$799.99		\$0.00	\$799.99
2	Cleveland ES - Cleveland ES Phase 2 Reroofing Program	Western States Roofing, Inc.		6270		\$361,064.58	\$5,000.00	\$366,064.58		\$347,175.52	\$18,889.06
Project: Cleveland ES - ECDP Door Lockset Replacen					\$41,000.00	\$41,000.00	\$0.00	\$41,000.00	\$0.00	\$0.00	\$41,000.00
1	Cleveland ES - Cleveland ES - ECDP Door Lockset Replacement	August-Jaye Construction	2/21/2024	6270		\$41,000.00	\$0.00	\$41,000.00		\$0.00	\$41,000.00
Project: Cleveland ES - Front Entry Security Camera & Guest Inter					\$45,436.72	\$1,994.77	\$0.00	\$1,994.77	\$43,441.95	\$0.00	\$1,994.77
1	Cleveland ES - Cleveland ES - Front Entry Security Camera & Guest Inter	Dell Computers				\$187.80	\$0.00	\$187.80		\$0.00	\$187.80
2	Cleveland ES - Cleveland ES - Front Entry Security Camera & Guest Inter	Dell Computers	10/2/2023	6450		\$1,796.97	\$0.00	\$1,796.97		\$0.00	\$1,796.97
3	Cleveland ES - Cleveland ES - Front Entry Security Camera & Guest Inter	Dell Computers		6450		\$10.00	\$0.00	\$10.00		\$0.00	\$10.00
School Name: Loma Alta - Oak Knoll - Pasadena Rosebud Academy					\$1,001,251.10	\$1,002,390.53	\$8,000.00	\$1,010,390.53	(\$9,139.43)	\$867,904.06	\$142,486.47
Project: Loma Alta Phase 2 Reroofing Program					\$787,557.10	\$788,696.53	\$8,000.00	\$796,696.53	(\$9,139.43)	\$678,194.76	\$118,501.77
1	Loma Alta ES - Loma Alta Phase 2 Reroofing Program	Environmental Assistance Group	2/21/2024			\$1,139.43	\$0.00	\$1,139.43		\$0.00	\$1,139.43
2	Loma Alta ES - Loma Alta Phase 2 Reroofing Program	Western States Roofing, Inc.		6270		\$787,557.10	\$8,000.00	\$795,557.10		\$678,194.76	\$117,362.34
Project: Loma Alta HVAC Replacement					\$213,694.00	\$213,694.00	\$0.00	\$213,694.00	\$0.00	\$189,709.30	\$23,984.70
1	Loma Alta ES - Loma Alta HVAC Replacement	Diversified Thermal Services		6270		\$213,694.00	\$0.00	\$213,694.00		\$189,709.30	\$23,984.70

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PUSD Projects



SCHOOL NAME - PROJECT NAME		TO COMPANY	CONTRACT DATE	OBJECT CODE	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	BUDGET DELTA	INVOICED TO DATE	COMMITMENT REMAINING
School Type: 06 - Educational Technology					\$432,569.32	\$448,893.82	\$8,481.74	\$457,375.56	(\$24,806.24)	\$457,375.57	(\$0.01)
School Name: Districtwide Projects					\$432,569.32	\$448,893.82	\$8,481.74	\$457,375.56	(\$24,806.24)	\$457,375.57	(\$0.01)
Project: Districtwide IP Phone Upgrade					\$432,569.32	\$448,893.82	\$8,481.74	\$457,375.56	(\$24,806.24)	\$457,375.57	(\$0.01)
1	Districtwide Facilities Support - Districtwide IP Phone Upgrade	NIC Partners, Inc.		6450		\$424,087.57	\$8,481.74	\$432,569.31		\$432,569.32	(\$0.01)
2	Districtwide Facilities Support - Districtwide IP Phone Upgrade	SLICSHOP	11/28/2023	4310		\$24,806.25	\$0.00	\$24,806.25		\$24,806.25	\$0.00
School Type: 07 - Facilities					\$24,634,436.24	\$14,046,965.42	\$731,536.85	\$14,778,502.27	\$9,855,933.97	\$9,534,595.65	\$5,243,906.62
School Name: District Service Center					\$24,634,436.24	\$14,046,965.42	\$731,536.85	\$14,778,502.27	\$9,855,933.97	\$9,534,595.65	\$5,243,906.62
Project: DSC Phase 1 Reroofing Program					\$1,878,768.77	\$1,857,989.19	\$20,883.50	\$1,878,872.69	(\$103.92)	\$1,775,735.97	\$103,136.72
1	District Service Center - DSC Phase 1 Reroofing Program	Best Contracting Services		6270		\$1,841,670.39	\$20,883.50	\$1,862,553.89		\$1,749,586.87	\$112,967.02
2	District Service Center - DSC Phase 1 Reroofing Program	Vital Inspection Services	7/31/2023	6285		\$4,620.00	\$0.00	\$4,620.00		\$4,620.00	\$0.00
3	District Service Center - DSC Phase 1 Reroofing Program	Citadel Environmental	8/4/2022	6280		\$11,698.80	\$0.00	\$11,698.80		\$21,529.10	(\$9,830.30)
Project: Facilities Ops FY 21- 22, 22-23, 23-24					\$9,624,777.10	\$11,824,596.23	\$730,653.35	\$12,555,249.58	(\$2,930,472.48)	\$7,545,939.70	\$5,009,309.88
1	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	Geocon Incorporated		6280		\$250,000.00	\$0.00	\$250,000.00		\$54,228.58	\$195,771.42
2	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	Atkinson, Andelson, Loya R&R		5820		\$40,000.00	\$0.00	\$40,000.00		\$35,316.56	\$4,683.44
3	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	LCP Tracker		6260		\$1,800.00	\$5,950.00	\$7,750.00		\$1,500.00	\$6,250.00
4	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	US Bank Visa Card		6260		\$500.00	\$0.00	\$500.00		\$500.00	\$0.00
5	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	US Bank Visa Card		6260		\$18,000.00	\$0.00	\$18,000.00		\$0.00	\$18,000.00
6	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	Pasadena Journal		6260		\$10,000.00	(\$8,848.00)	\$1,152.00		\$1,152.00	\$0.00
7	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	Citadel Environmental		6280		\$227,947.20	\$0.00	\$227,947.20		\$0.00	\$227,947.20
8	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	Clifton Larson		5820		\$10,500.00	\$0.00	\$10,500.00		\$10,623.70	(\$123.70)
9	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	Crisp		6260		\$5,000.00	(\$2,111.68)	\$2,888.32		\$3,181.01	(\$292.69)
10	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	American Business Machine		5630		\$4,500.00	\$3,000.00	\$7,500.00		\$6,942.78	\$557.22
11	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	Staples		4310		\$20,000.00	\$0.00	\$20,000.00		\$10,064.00	\$9,936.00
12	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	PUSD Staff Benefits		2XXX		\$169,936.00	\$0.00	\$169,936.00		\$22,612.10	\$147,323.90
13	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	DLR Group		6210		\$1,283,524.00	\$0.00	\$1,283,524.00		\$1,243,649.32	\$39,874.68

COC Report (by Contract)

PUSD Projects



SCHOOL NAME - PROJECT NAME		TO COMPANY	CONTRACT DATE	OBJECT CODE	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	BUDGET DELTA	INVOICED TO DATE	COMMITMENT REMAINING
14	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	PUSD Staff Pay Roll		2XXX		\$285,552.00	(\$235,557.82)	\$49,994.18		\$0.00	\$49,994.18
15	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	Colbi		6260		\$60,000.00	\$0.00	\$60,000.00		\$60,000.00	\$0.00
16	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	Vital Inspection Services		6285		\$250,000.00	(\$68,572.00)	\$181,428.00		\$0.00	\$181,428.00
17	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	US Bank Visa Card		6260		\$10,000.00	(\$8,042.53)	\$1,957.47		\$1,957.47	\$0.00
18	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	Universal Construction		6265		\$137,812.50	(\$115,504.50)	\$22,308.00		\$22,308.00	\$0.00
19	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	Staples		4310		\$15,000.00	(\$6,648.87)	\$8,351.13		\$8,351.13	\$0.00
20	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	The Solis Group		6260		\$274,982.00	\$0.00	\$274,982.00		\$1,809.50	\$273,172.50
21	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	SafeworkCM		6265		\$4,800,000.00	\$1,174,810.75	\$5,974,810.75		\$3,761,385.25	\$2,213,425.50
22	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	Planet Bids		6265		\$126,667.97	\$0.00	\$126,667.97		\$72,098.36	\$54,569.61
23	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	Pasadena Journal		6260		\$10,000.00	(\$7,822.00)	\$2,178.00		\$2,178.00	\$0.00
24	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	NIC Partners, Inc.		6410		\$40,295.88	\$0.00	\$40,295.88		\$40,295.88	\$0.00
25	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	Jeff C Marderosian		5820		\$40,000.00	\$0.00	\$40,000.00		\$0.00	\$40,000.00
26	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	Universal Construction		6265		\$194,184.00	\$0.00	\$194,184.00		\$0.00	\$194,184.00
27	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	Clifton Larson		5820		\$10,500.00	\$0.00	\$10,500.00		\$10,500.00	\$0.00
28	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	Pasadena Journal		6260		\$15,000.00	\$0.00	\$15,000.00		\$0.00	\$15,000.00
29	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	DLR Group				\$30,000.00	\$0.00	\$30,000.00		\$0.00	\$30,000.00
30	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	PUSD Staff Pay Roll	7/1/2023			\$340,000.00	\$0.00	\$340,000.00		\$121,135.50	\$218,864.50
31	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	SafeworkCM		6265		\$2,568,000.00	\$0.00	\$2,568,000.00		\$1,905,530.00	\$662,470.00
32	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	Staples	8/10/2023	4310		\$20,000.00	\$0.00	\$20,000.00		\$3,516.03	\$16,483.97
33	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	American Business Machine	10/2/2023	5630		\$8,000.00	\$0.00	\$8,000.00		\$4,356.53	\$3,643.47
34	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	Tao Rossini, A Professional Corporation	12/18/2023	5820		\$50,000.00	\$0.00	\$50,000.00		\$0.00	\$50,000.00
35	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	Dale Scott & Company		5810		\$100,000.00	\$0.00	\$100,000.00		\$0.00	\$100,000.00
36	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	PUSD Staff Benefits	7/1/2023			\$160,000.00	\$0.00	\$160,000.00		\$116,291.06	\$43,708.94
37	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	American Business Machine		5630		\$6,942.78	\$0.00	\$6,942.78		\$0.00	\$6,942.78
38	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	Atkinson, Andelson, Loya R&R		5820		\$60,000.00	\$0.00	\$60,000.00		\$3,663.19	\$56,336.81
39	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	Smith-Emery Laboratories		6280		\$106,651.90	\$0.00	\$106,651.90		\$0.00	\$106,651.90

COC Report (by Contract)

PUSD Projects



SCHOOL NAME - PROJECT NAME		TO COMPANY	CONTRACT DATE	OBJECT CODE	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	BUDGET DELTA	INVOICED TO DATE	COMMITMENT REMAINING
40	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	US Bank Visa Card		6260		\$500.00	\$0.00	\$500.00		\$500.00	\$0.00
41	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	LCP Tracker		6260		\$17,800.00	\$0.00	\$17,800.00		\$17,800.00	\$0.00
42	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	US Bank Visa Card		6260		\$30,000.00	\$0.00	\$30,000.00		\$0.00	\$30,000.00
43	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	Crisp		6260		\$5,000.00	\$0.00	\$5,000.00		\$0.00	\$5,000.00
44	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	Clifton Larson		5820		\$10,000.00	\$0.00	\$10,000.00		\$2,493.75	\$7,506.25
Project: Districtwide Turnkey Design and Construction					\$75,000.00	\$95,000.00	(\$20,000.00)	\$75,000.00	\$0.00	\$75,000.00	\$0.00
1	Districtwide Facilities Support - Districtwide Turnkey Design and Construct	Schneider Electric	4/19/2023	6210		\$95,000.00	(\$20,000.00)	\$75,000.00		\$75,000.00	\$0.00
Project: Districtwide Staff Housing at Roosevelt Camp					\$160,000.00	\$160,000.00	\$0.00	\$160,000.00	\$0.00	\$135,370.93	\$24,629.07
1	Districtwide Facilities Support - Districtwide Staff Housing at Roosevelt Cai	Education Housing Partners, Inc.	12/15/2022	5810		\$160,000.00	\$0.00	\$160,000.00		\$135,370.93	\$24,629.07
Project: District Offices ADA Compliance Survey & Tr					\$132,510.37	\$70,000.00	\$0.00	\$70,000.00	\$62,510.37	\$2,549.05	\$67,450.95
1	Ed Center - District Offices ADA Compliance Survey & Transition Plan Dev	Bureau Veritas Technical Assessments LLC	2/5/2024	6140		\$70,000.00	\$0.00	\$70,000.00		\$2,549.05	\$67,450.95
Project: DSC - Door Lockset Replacement					\$39,380.00	\$39,380.00	\$0.00	\$39,380.00	\$0.00	\$0.00	\$39,380.00
1	District Service Center - DSC - Door Lockset Replacement	August-Jaye Construction	2/21/2024	6270		\$39,380.00	\$0.00	\$39,380.00		\$0.00	\$39,380.00
Project: Facilities Ops FY 24-25					\$2,656,000.00	\$0.00	\$0.00	\$0.00	\$2,656,000.00	\$0.00	\$0.00
1	District Service Center - Facilities Ops FY 24-25					\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
Project: Facilities Ops FY 25-26					\$2,748,000.00	\$0.00	\$0.00	\$0.00	\$2,748,000.00	\$0.00	\$0.00
1	District Service Center - Facilities Ops FY 25-26					\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
Project: District Education Center - Secure Front Entry					\$80,000.00	\$0.00	\$0.00	\$0.00	\$80,000.00	\$0.00	\$0.00
1	Ed Center - District Education Center - Secure Front Entry & Guest Interco					\$0.00	\$0.00	\$0.00		\$0.00	\$0.00

COC Report (by Contract)

PUSD Projects



SCHOOL NAME - PROJECT NAME		TO COMPANY	CONTRACT DATE	OBJECT CODE	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	BUDGET DELTA	INVOICED TO DATE	COMMITMENT REMAINING
Project: Facilities Ops FY 27-28					\$2,300,000.00	\$0.00	\$0.00	\$0.00	\$2,300,000.00	\$0.00	\$0.00
1	District Service Center - Facilities Ops FY 27-28					\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
Project: Facilities Ops FY 26-27					\$2,300,000.00	\$0.00	\$0.00	\$0.00	\$2,300,000.00	\$0.00	\$0.00
1	District Service Center - Facilities Ops FY 26-27					\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
Project: Facilities Ops FY 28-29					\$2,300,000.00	\$0.00	\$0.00	\$0.00	\$2,300,000.00	\$0.00	\$0.00
1	District Service Center - Facilities Ops FY 28-29					\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
Project: District Education Center Digital Camera Rep					\$170,000.00	\$0.00	\$0.00	\$0.00	\$170,000.00	\$0.00	\$0.00
1	District Service Center - District Education Center Digital Camera Replace					\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
Project: District Service Center Digital Camera Replac					\$170,000.00	\$0.00	\$0.00	\$0.00	\$170,000.00	\$0.00	\$0.00
1	District Service Center - District Service Center Digital Camera Replaceme					\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
School Type: PUSD Projects					\$49,059,016.00	\$202,400.00	(\$13,384.00)	\$189,016.00	\$48,870,000.00	\$9,016.00	\$180,000.00
School Name: 08 - Budget, Allowance and Contingency Accounts					\$49,059,016.00	\$202,400.00	(\$13,384.00)	\$189,016.00	\$48,870,000.00	\$9,016.00	\$180,000.00
Project: Districtwide Door Lockset Replacement Allow					\$120,000.00	\$120,000.00	\$0.00	\$120,000.00	\$0.00	\$0.00	\$120,000.00
1	Districtwide Facilities Support - Districtwide Door Lockset Replacement All	August-Jaye Construction	2/21/2024	6270		\$120,000.00	\$0.00	\$120,000.00		\$0.00	\$120,000.00
Project: Scope Development Front Entry Security Can					\$9,016.00	\$22,400.00	(\$13,384.00)	\$9,016.00	\$0.00	\$9,016.00	\$0.00
1	Districtwide Facilities Support - Scope Development Front Entry Security C	LCC3		6270		\$22,400.00	(\$13,384.00)	\$9,016.00		\$9,016.00	\$0.00
Project: Health and Safety Allocation Project					\$33,400,000.00	\$0.00	\$0.00	\$0.00	\$33,400,000.00	\$0.00	\$0.00
1	District Service Center - Health and Safety Allocation Project					\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
Project: Districtwide Digital Camera Replacement Allo					\$290,000.00	\$0.00	\$0.00	\$0.00	\$290,000.00	\$0.00	\$0.00
1	District Service Center - Districtwide Digital Camera Replacement Allowan					\$0.00	\$0.00	\$0.00		\$0.00	\$0.00

COC Report (by Contract)

PUSD Projects



SCHOOL NAME - PROJECT NAME		TO COMPANY	CONTRACT DATE	OBJECT CODE	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	BUDGET DELTA	INVOICED TO DATE	COMMITMENT REMAINING
Project: Bond Program Contingency Fund					\$15,000,000.00	\$0.00	\$0.00	\$0.00	\$15,000,000.00	\$0.00	\$0.00
1	District Service Center - Bond Program Contingency Fund					\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
Project: Shade Structure Phase 1 ADA Upgrade Const					\$60,000.00	\$60,000.00	\$0.00	\$60,000.00	\$0.00	\$0.00	\$60,000.00
1	District Service Center - Shade Structure Phase 1 ADA Upgrade Construc	Mergrabyan Builders, Inc.		6270		\$60,000.00	\$0.00	\$60,000.00		\$0.00	\$60,000.00
Project: Districtwide Allowance Front Entry Security C					\$180,000.00	\$0.00	\$0.00	\$0.00	\$180,000.00	\$0.00	\$0.00
1	District Service Center - Districtwide Allowance Front Entry Security Came					\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
Measure O - Capital Totals:					\$385,106,488.24	\$59,795,602.12	\$1,001,664.92	\$60,797,267.04	\$324,309,221.20	\$31,363,379.36	\$29,433,887.68

COC Report (by Contract)

PUSD Projects



Total Bond Funding - Measure O - ITS	\$59,878,064.35
Current Budget Total	\$28,419,718.06
Current Contracts Committed	\$23,749,718.06
Payables Invoiced	\$16,753,489.62
Unallocated Funds	\$31,458,346.29

SCHOOL NAME - PROJECT NAME		TO COMPANY	CONTRACT DATE	OBJECT CODE	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	BUDGET DELTA	INVOICED TO DATE	COMMITMENT REMAINING
School Type: 01 - Elementary Schools					\$449,285.77	\$449,285.77	\$0.00	\$449,285.77	\$0.00	\$0.00	\$449,285.77
School Name: Altadena Arts Magnet					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
Project: Altadena ES Interactive Displays for Student					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
1	Altadena ES - Altadena ES Interactive Displays for Student Classrooms	STS	12/14/2023	6450		\$18,214.29	\$0.00	\$18,214.29		\$0.00	\$18,214.29
School Name: Don Benito Fundamental					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
Project: Don Benito ES Interactive Displays for Studer					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
1	Don Benito ES - Don Benito ES Interactive Displays for Student Classroom	STS	12/14/2023			\$18,214.29	\$0.00	\$18,214.29		\$0.00	\$18,214.29
School Name: Field Elementary					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
Project: Field ES Interactive Displays for Student Clas					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
1	Field ES - Field ES Interactive Displays for Student Classrooms	STS	12/14/2023	6450		\$18,214.29	\$0.00	\$18,214.29		\$0.00	\$18,214.29
School Name: Hamilton Elementary					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
Project: Hamilton ES Interactive Displays for Student					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
1	Hamilton ES - Hamilton ES Interactive Displays for Student Classrooms	STS	12/14/2023	6450		\$18,214.29	\$0.00	\$18,214.29		\$0.00	\$18,214.29
School Name: Jackson STEM Dual Language Magnet Academy					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
Project: Jackson ES Interactive Displays for Student C					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
1	Jackson ES - Jackson ES Interactive Displays for Student Classrooms	STS	12/14/2023	6450		\$18,214.29	\$0.00	\$18,214.29		\$0.00	\$18,214.29
School Name: Jefferson Children's Center					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
Project: Jefferson ES Interactive Displays for Student					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
1	Jefferson Children's Center - Jefferson ES Interactive Displays for Student	STS	11/15/2023	6450		\$18,214.29	\$0.00	\$18,214.29		\$0.00	\$18,214.29

COC Report (by Contract)

PUSD Projects



SCHOOL NAME - PROJECT NAME		TO COMPANY	CONTRACT DATE	OBJECT CODE	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	BUDGET DELTA	INVOICED TO DATE	COMMITMENT REMAINING
School Name: Longfellow Elementary					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
Project: Longfellow ES Interactive Displays for Studer					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
1	Longfellow ES - Longfellow ES Interactive Displays for Student Classroom	STS	12/14/2023			\$18,214.29	\$0.00	\$18,214.29		\$0.00	\$18,214.29
School Name: Madison Elementary					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
Project: Madison ES Interactive Displays for Student (					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
1	Madison ES - Madison ES Interactive Displays for Student Classrooms	STS	12/14/2023	6450		\$18,214.29	\$0.00	\$18,214.29		\$0.00	\$18,214.29
School Name: Norma Coombs Elementary					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
Project: Norma Coombs ES Interactive Displays for St					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
1	Norma Coombs ES - Norma Coombs ES Interactive Displays for Student (	STS	12/14/2023	6450		\$18,214.29	\$0.00	\$18,214.29		\$0.00	\$18,214.29
School Name: San Rafael Elementary					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
Project: San Rafael ES Interactive Displays for Studen					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
1	San Rafael ES - San Rafael ES Interactive Displays for Student Classroom	STS		6450		\$18,214.29	\$0.00	\$18,214.29		\$0.00	\$18,214.29
School Name: Sierra Madre Elementary					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
Project: Sierra Madre ES Interactive Displays for Stud					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
1	Sierra Madre ES - Sierra Madre ES Interactive Displays for Student Classr	STS	12/14/2023	6450		\$18,214.29	\$0.00	\$18,214.29		\$0.00	\$18,214.29
School Name: Washington Elementary STEM					\$212,500.00	\$212,500.00	\$0.00	\$212,500.00	\$0.00	\$0.00	\$212,500.00
Project: Washington ES Interactive Displays for Stude					\$212,500.00	\$212,500.00	\$0.00	\$212,500.00	\$0.00	\$0.00	\$212,500.00
1	Washington ES - Washington ES Interactive Displays for Student Classroc	STS	12/14/2023	6450		\$212,500.00	\$0.00	\$212,500.00		\$0.00	\$212,500.00
School Name: Webster Elementary					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
Project: Webster ES Interactive Displays for Student (					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
1	Webster ES - Webster ES Interactive Displays for Student Classrooms	STS	12/14/2023	6450		\$18,214.29	\$0.00	\$18,214.29		\$0.00	\$18,214.29

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PUSD Projects



SCHOOL NAME - PROJECT NAME		TO COMPANY	CONTRACT DATE	OBJECT CODE	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	BUDGET DELTA	INVOICED TO DATE	COMMITMENT REMAINING
School Name: Willard Elementary					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
Project: Willard ES Interactive Displays for Student Cl					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
1	Willard ES - Willard ES Interactive Displays for Student Classrooms	STS	12/14/2023			\$18,214.29	\$0.00	\$18,214.29		\$0.00	\$18,214.29
School Type: 02 - Middle Schools					\$267,142.87	\$267,142.87	\$0.00	\$267,142.87	\$0.00	\$0.00	\$267,142.87
School Name: Eliot Arts Magnet Academy					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
Project: Eliot MS Interactive Displays for Student Clas					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
1	Eliot MS - Eliot MS Interactive Displays for Student Classrooms	STS	12/14/2023	6450		\$18,214.29	\$0.00	\$18,214.29		\$0.00	\$18,214.29
School Name: McKinley Middle					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
Project: McKinley K-8 School Interactive Displays for :					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
1	McKinley MS - McKinley K-8 School Interactive Displays for Student Class	STS	12/14/2023	6450		\$18,214.29	\$0.00	\$18,214.29		\$0.00	\$18,214.29
School Name: Octavia E. Butler Magnet					\$212,500.00	\$212,500.00	\$0.00	\$212,500.00	\$0.00	\$0.00	\$212,500.00
Project: Octavia E. Butler MS Interactive Displays for :					\$212,500.00	\$212,500.00	\$0.00	\$212,500.00	\$0.00	\$0.00	\$212,500.00
1	Octavia E. Butler MS - Octavia E. Butler MS Interactive Displays for Studei	STS	12/14/2023	6450		\$212,500.00	\$0.00	\$212,500.00		\$0.00	\$212,500.00
School Name: Wilson Middle					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
Project: Wilson MS CIS Interactive Displays for Studei					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
1	Wilson MS - Wilson MS CIS Interactive Displays for Student Classrooms	STS	12/14/2023	6450		\$18,214.29	\$0.00	\$18,214.29		\$0.00	\$18,214.29
School Type: 03 - High Schools					\$172,376.59	\$172,376.59	\$0.00	\$172,376.59	\$0.00	\$75,233.81	\$97,142.78
School Name: Blair International Baccalaureate					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
Project: Blair MS & HS Interactive Displays for Studen					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
1	Blair HS - Blair MS & HS Interactive Displays for Student Classrooms	STS	12/14/2023	6450		\$18,214.29	\$0.00	\$18,214.29		\$0.00	\$18,214.29

COC Report (by Contract)

PUSD Projects



SCHOOL NAME - PROJECT NAME		TO COMPANY	CONTRACT DATE	OBJECT CODE	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	BUDGET DELTA	INVOICED TO DATE	COMMITMENT REMAINING
School Name: John Muir High					\$24,285.62	\$24,285.62	\$0.00	\$24,285.62	\$0.00	\$0.00	\$24,285.62
Project: John Muir HS Interactive Displays for Student					\$24,285.62	\$24,285.62	\$0.00	\$24,285.62	\$0.00	\$0.00	\$24,285.62
1	John Muir HS - John Muir HS Interactive Displays for Student Classrooms	STS	12/14/2023	6450		\$24,285.62	\$0.00	\$24,285.62		\$0.00	\$24,285.62
School Name: Marshall Fundamental					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
Project: Marshall Fundamental HS Interactive Display:					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
1	Marshall HS - Marshall Fundamental HS Interactive Displays for Student C	STS	12/14/2023	6450		\$18,214.29	\$0.00	\$18,214.29		\$0.00	\$18,214.29
School Name: Pasadena High School					\$93,448.10	\$93,448.10	\$0.00	\$93,448.10	\$0.00	\$75,233.81	\$18,214.29
Project: Pasadena HS Computer Lab Upgrade					\$75,233.81	\$75,233.81	\$0.00	\$75,233.81	\$0.00	\$75,233.81	\$0.00
1	Pasadena HS - Pasadena HS Computer Lab Upgrade	Dell Computers				\$75,233.81	\$0.00	\$75,233.81		\$75,233.81	\$0.00
Project: Pasadena HS Interactive Displays for Student					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
1	Pasadena HS - Pasadena HS Interactive Displays for Student Classrooms	STS	12/14/2023	6450		\$18,214.29	\$0.00	\$18,214.29		\$0.00	\$18,214.29
School Name: Rose City High School					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
Project: Rose City HS Interactive Displays for Student					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
1	Rose City HS - Rose City HS Interactive Displays for Student Classrooms	STS	12/14/2023	6450		\$18,214.29	\$0.00	\$18,214.29		\$0.00	\$18,214.29
School Type: 06 - Educational Technology					\$22,842,698.54	\$22,825,898.68	\$16,799.86	\$22,842,698.54	\$0.00	\$16,678,255.81	\$6,164,442.73
School Name: Districtwide Projects					\$22,842,698.54	\$22,825,898.68	\$16,799.86	\$22,842,698.54	\$0.00	\$16,678,255.81	\$6,164,442.73
Project: Districtwide Staff Device Refresh					\$7,922,259.69	\$7,885,552.78	\$36,706.91	\$7,922,259.69	\$0.00	\$4,836,453.36	\$3,085,806.33
1	Districtwide Facilities Support - Districtwide Staff Device Refresh	Kanavel Group				\$301,725.00	\$0.00	\$301,725.00		\$301,725.00	\$0.00
2	Districtwide Facilities Support - Districtwide Staff Device Refresh	Dell Computers	1/19/2024			\$6,077,141.99	\$36,706.91	\$6,113,848.90		\$3,056,417.06	\$3,057,431.84
3	Districtwide Facilities Support - Districtwide Staff Device Refresh	Apple Computer, Inc.				\$1,506,685.79	\$0.00	\$1,506,685.79		\$1,478,311.30	\$28,374.49
Project: Districtwide Server Infrastructure Upgrade					\$1,624,580.59	\$1,624,580.59	\$0.00	\$1,624,580.59	\$0.00	\$1,624,580.59	\$0.00
1	Districtwide Facilities Support - Districtwide Server Infrastructure Upgrade	NIC Partners, Inc.				\$177,202.08	\$0.00	\$177,202.08		\$177,202.08	\$0.00

COC Report (by Contract)

PUSD Projects



SCHOOL NAME - PROJECT NAME		TO COMPANY	CONTRACT DATE	OBJECT CODE	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	BUDGET DELTA	INVOICED TO DATE	COMMITMENT REMAINING
2	Districtwide Facilities Support - Districtwide Server Infrastructure Upgrade	NIC Partners, Inc.				\$295,332.05	\$0.00	\$295,332.05		\$295,332.05	\$0.00
3	Districtwide Facilities Support - Districtwide Server Infrastructure Upgrade	Dell Computers				\$1,152,046.46	\$0.00	\$1,152,046.46		\$1,152,046.46	\$0.00
Project: Districtwide Student Device Refresh					\$12,568,385.40	\$12,568,385.40	\$0.00	\$12,568,385.40	\$0.00	\$9,549,379.10	\$3,019,006.30
1	Districtwide Facilities Support - Districtwide Student Device Refresh	STS				\$492,360.00	\$0.00	\$492,360.00		\$492,360.00	\$0.00
2	Districtwide Facilities Support - Districtwide Student Device Refresh	Dell Computers				\$12,076,025.40	\$0.00	\$12,076,025.40		\$9,057,019.10	\$3,019,006.30
Project: Districtwide Chromebook Lease Buyback					\$667,842.76	\$687,749.81	(\$19,907.05)	\$667,842.76	\$0.00	\$667,842.76	\$0.00
1	Districtwide Facilities Support - Districtwide Chromebook Lease Buyback	Dell Computers				\$687,749.81	(\$19,907.05)	\$667,842.76		\$667,842.76	\$0.00
Project: Districtwide Repeaters Project					\$59,630.10	\$59,630.10	\$0.00	\$59,630.10	\$0.00	\$0.00	\$59,630.10
1	Ed Center - Districtwide Repeaters Project	Foothill Communications	12/12/2023	4310		\$59,630.10	\$0.00	\$59,630.10		\$0.00	\$59,630.10
School Type: 07 - Facilities					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
School Name: District Service Center					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
Project: District Ed Center - Interactive Displays for St					\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
1	Ed Center - District Ed Center - Interactive Displays for Student Classroom	STS	12/14/2023	6450		\$18,214.29	\$0.00	\$18,214.29		\$0.00	\$18,214.29
School Type: PUSD Projects					\$4,670,000.00	\$0.00	\$0.00	\$0.00	\$4,670,000.00	\$0.00	\$0.00
School Name: 08 - Budget, Allowance and Contingency Accounts					\$4,670,000.00	\$0.00	\$0.00	\$0.00	\$4,670,000.00	\$0.00	\$0.00
Project: Districtwide Voice Amplification for Student C					\$1,200,000.00	\$0.00	\$0.00	\$0.00	\$1,200,000.00	\$0.00	\$0.00
1	Districtwide Facilities Support - Districtwide Voice Amplification for Student					\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
Project: Districtwide Interactive Displays for Student C					\$3,150,000.00	\$0.00	\$0.00	\$0.00	\$3,150,000.00	\$0.00	\$0.00
1	Districtwide Facilities Support - Districtwide Interactive Displays for Studen					\$0.00	\$0.00	\$0.00		\$0.00	\$0.00

COC Report (by Contract)

PUSD Projects



SCHOOL NAME - PROJECT NAME		TO COMPANY	CONTRACT DATE	OBJECT CODE	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	BUDGET DELTA	INVOICED TO DATE	COMMITMENT REMAINING
Project: Districtwide School Site Printing Solutions Pr					\$320,000.00	\$0.00	\$0.00	\$0.00	\$320,000.00	\$0.00	\$0.00
1	Districtwide Facilities Support - Districtwide School Site Printing Solutions |					\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
Measure O - ITS Totals:					\$28,419,718.06	\$23,732,918.20	\$16,799.86	\$23,749,718.06	\$4,670,000.00	\$16,753,489.62	\$6,996,228.44

COC Report (by Project)

PUSD Projects



Total Bond Funding - Measure O - Capital	\$456,594,876.14
Current Budget Total	\$385,106,488.24
Current Contracts Committed	\$60,797,267.04
Payables Invoiced	\$31,363,379.36
Unallocated Funds	\$71,488,387.90

SCHOOL NAME - PROJECT NAME	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	INVOICED TO DATE	BUDGET DELTA	COMMITMENT REMAINING
School Type: 01 - Elementary Schools	\$179,650,358.81	\$19,477,399.67	(\$50,635.94)	\$19,426,763.73	\$7,584,989.73	\$160,223,595.08	\$11,841,774.00
School Name: Allendale Elementary	\$170,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$170,000.00	\$0.00
Project: Allendale ES Digital Camera Replacement	\$170,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$170,000.00	\$0.00
School Name: Altadena Arts Magnet	\$1,350,437.19	\$1,000,937.29	(\$79,414.11)	\$921,523.18	\$776,529.28	\$428,914.01	\$144,993.90
Project: Altadena Phase 1 Reroofing Program	\$485,413.89	\$485,413.89	(\$70,545.01)	\$414,868.88	\$394,125.44	\$70,545.01	\$20,743.44
Project: Altadena Relocation of (3) Portables from Allendale	\$381,317.74	\$371,838.84	(\$8,869.10)	\$362,969.74	\$362,329.74	\$18,348.00	\$640.00
Project: Altadena Shade Structure - Phase 2	\$236,462.00	\$123,570.00	\$0.00	\$123,570.00	\$0.00	\$112,892.00	\$123,570.00
Project: Altadena ES ADA Compliance Survey & Transitions	\$5,664.56	\$5,664.56	\$0.00	\$5,664.56	\$5,098.10	\$0.00	\$566.46
Project: Altadena ES Door Lockset Replacement	\$14,450.00	\$14,450.00	\$0.00	\$14,450.00	\$0.00	\$0.00	\$14,450.00
Project: Altadena ES Front Entry Security Camera & Gate	\$42,153.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,153.00	\$0.00
Project: Altadena ES Chiller Temporary Cooling	\$14,976.00	\$0.00	\$0.00	\$0.00	\$14,976.00	\$14,976.00	(\$14,976.00)
Project: Altadena ES Digital Camera Replacement	\$170,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$170,000.00	\$0.00
School Name: Don Benito Fundamental	\$7,908,817.92	\$1,372,965.80	\$3,655.90	\$1,376,621.70	\$721,292.09	\$6,532,196.22	\$655,329.61
Project: Don Benito Phase 2 Reroofing Program	\$822,388.64	\$824,024.87	\$3,655.90	\$827,680.77	\$654,279.99	(\$5,292.13)	\$173,400.78
Project: Don Benito HVAC Replacement	\$140,000.00	\$81,495.00	\$0.00	\$81,495.00	\$63,170.25	\$58,505.00	\$18,324.75
Project: Don Benito ES ADA Compliance Survey & Transitions	\$5,664.56	\$5,664.56	\$0.00	\$5,664.56	\$2,549.05	\$0.00	\$3,115.51
Project: Don Benito ES Door Lockset Replacement	\$57,400.00	\$57,400.00	\$0.00	\$57,400.00	\$0.00	\$0.00	\$57,400.00
Project: Don Benito ES Front Entry Security Camera & Gate	\$83,364.72	\$15,381.37	\$0.00	\$15,381.37	\$1,292.80	\$67,983.35	\$14,088.57
Project: Don Benito ES Building C HVAC Replacement	\$6,800,000.00	\$389,000.00	\$0.00	\$389,000.00	\$0.00	\$6,411,000.00	\$389,000.00

COC Report (by Project)

PUSD Projects



SCHOOL NAME - PROJECT NAME	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	INVOICED TO DATE	BUDGET DELTA	COMMITMENT REMAINING
School Name: Field Elementary	\$994,525.42	\$1,016,779.15	\$68,505.24	\$1,085,284.39	\$762,608.19	(\$90,758.97)	\$322,676.20
Project: Field Phase 1 Shade Structure Program	\$247,249.62	\$348,954.59	\$31,207.00	\$380,161.59	\$79,051.85	(\$132,911.97)	\$301,109.74
Project: Field ES Fencing and Curb Appeal	\$678,458.24	\$641,160.00	\$37,298.24	\$678,458.24	\$678,458.24	\$0.00	\$0.00
Project: Field ES ADA Compliance Survey & Transition	\$5,664.56	\$5,664.56	\$0.00	\$5,664.56	\$5,098.10	\$0.00	\$566.46
Project: Field ES Door Lockset Replacement	\$21,000.00	\$21,000.00	\$0.00	\$21,000.00	\$0.00	\$0.00	\$21,000.00
Project: Field ES Front Entry Security Camera & Guestbook	\$42,153.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,153.00	\$0.00
School Name: Franklin Elementary (Closed)	\$54,300.00	\$54,300.00	\$0.00	\$54,300.00	\$0.00	\$0.00	\$54,300.00
Project: Franklin ES Door Lockset Replacement	\$54,300.00	\$54,300.00	\$0.00	\$54,300.00	\$0.00	\$0.00	\$54,300.00
School Name: Hamilton Elementary	\$339,350.90	\$267,540.23	\$33,355.00	\$300,895.23	\$70,677.07	\$38,455.67	\$230,218.16
Project: Hamilton Phase 1 Shade Structure Program	\$247,249.62	\$219,068.70	\$33,355.00	\$252,423.70	\$68,128.02	(\$5,174.08)	\$184,295.68
Project: Hamilton ES ADA Compliance Survey & Transition	\$5,664.56	\$5,664.56	\$0.00	\$5,664.56	\$2,549.05	\$0.00	\$3,115.51
Project: Hamilton ES Door Lockset Replacement	\$41,000.00	\$41,000.00	\$0.00	\$41,000.00	\$0.00	\$0.00	\$41,000.00
Project: Hamilton ES Front Entry Security Camera & Guestbook	\$45,436.72	\$1,806.97	\$0.00	\$1,806.97	\$0.00	\$43,629.75	\$1,806.97
School Name: Jackson STEM Dual Language Magnet Academy	\$382,257.65	\$176,844.36	\$0.00	\$176,844.36	\$2,549.05	\$205,413.29	\$174,295.31
Project: Jackson Shade Structure - Phase 2	\$279,440.00	\$115,992.00	\$0.00	\$115,992.00	\$0.00	\$163,448.00	\$115,992.00
Project: Jackson ES ADA Compliance Survey & Transition	\$5,664.65	\$5,664.56	\$0.00	\$5,664.56	\$2,549.05	\$0.09	\$3,115.51
Project: Jackson ES Door Lockset Replacement	\$55,000.00	\$55,000.00	\$0.00	\$55,000.00	\$0.00	\$0.00	\$55,000.00
Project: Jackson ES Front Entry Security Camera & Guestbook	\$42,153.00	\$187.80	\$0.00	\$187.80	\$0.00	\$41,965.20	\$187.80
School Name: Jefferson Children's Center	\$240,247.29	\$196,795.14	(\$33,909.72)	\$162,885.42	\$152,937.31	\$77,361.87	\$9,948.11
Project: Jefferson CC Phase 1 Reroofing Program	\$194,810.57	\$194,810.57	(\$33,909.72)	\$160,900.85	\$152,937.31	\$33,909.72	\$7,963.54
Project: Jefferson CC Front Entry Security Camera & Guestbook	\$45,436.72	\$1,984.57	\$0.00	\$1,984.57	\$0.00	\$43,452.15	\$1,984.57
School Name: Linda Vista Elementary	\$30,797.00	\$30,797.00	\$0.00	\$30,797.00	\$30,797.00	\$0.00	\$0.00
Project: Linda Vista Portables Removal	\$30,797.00	\$30,797.00	\$0.00	\$30,797.00	\$30,797.00	\$0.00	\$0.00

COC Report (by Project)

PUSD Projects



SCHOOL NAME - PROJECT NAME	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	INVOICED TO DATE	BUDGET DELTA	COMMITMENT REMAINING
School Name: Longfellow Elementary	\$40,376,035.28	\$2,293,523.08	\$0.00	\$2,293,523.08	\$2,549.05	\$38,082,512.20	\$2,290,974.03
Project: Longfellow ES Modernization	\$37,939,627.00	\$2,116,112.95	\$0.00	\$2,116,112.95	\$0.00	\$35,823,514.05	\$2,116,112.95
Project: Longfellow Shade Structure - Phase 2	\$296,654.00	\$123,063.00	\$0.00	\$123,063.00	\$0.00	\$173,591.00	\$123,063.00
Project: Longfellow ES ADA Compliance Survey & Tra	\$5,664.56	\$5,664.56	\$0.00	\$5,664.56	\$2,549.05	\$0.00	\$3,115.51
Project: Longfellow ES Door Lockset Replacement	\$46,500.00	\$46,500.00	\$0.00	\$46,500.00	\$0.00	\$0.00	\$46,500.00
Project: Longfellow ES Front Entry Security Camera 8	\$87,589.72	\$2,182.57	\$0.00	\$2,182.57	\$0.00	\$85,407.15	\$2,182.57
Project: Longfellow ES Swing Space Project	\$2,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000,000.00	\$0.00
School Name: Madison Elementary	\$37,735,731.67	\$3,636,936.07	(\$63,503.47)	\$3,573,432.60	\$912,122.88	\$34,162,299.07	\$2,661,309.72
Project: Madison Phase 1 Reroofing Program	\$939,010.77	\$939,010.77	(\$97,478.47)	\$841,532.30	\$799,455.68	\$97,478.47	\$42,076.62
Project: Madison Phase 1 Shade Structure Program	\$381,135.62	\$318,772.62	\$33,975.00	\$352,747.62	\$107,569.10	\$28,388.00	\$245,178.52
Project: Madison ES Modernization Project	\$34,313,484.00	\$2,320,691.15	\$0.00	\$2,320,691.15	\$0.00	\$31,992,792.85	\$2,320,691.15
Project: Madison ES ADA Compliance Survey & Trans	\$5,664.56	\$5,664.56	\$0.00	\$5,664.56	\$5,098.10	\$0.00	\$566.46
Project: Madison ES Door Lockset Replacement	\$51,000.00	\$51,000.00	\$0.00	\$51,000.00	\$0.00	\$0.00	\$51,000.00
Project: Madison ES Front Entry Security Camera & G	\$45,436.72	\$1,796.97	\$0.00	\$1,796.97	\$0.00	\$43,639.75	\$1,796.97
Project: Madison ES Swing Space Project	\$2,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000,000.00	\$0.00
School Name: Norma Coombs Elementary	\$2,618,762.15	\$2,122,747.74	\$33,965.00	\$2,156,712.74	\$1,185,615.56	\$462,049.41	\$971,097.18
Project: Norma Coombs Phase 1 Shade Structure Pro	\$572,242.62	\$288,785.06	\$28,965.00	\$317,750.06	\$69,694.66	\$254,492.56	\$248,055.40
Project: Norma Coombs Phase 2 Reroofing Program	\$1,629,010.25	\$1,630,083.15	\$5,000.00	\$1,635,083.15	\$980,744.25	(\$6,072.90)	\$654,338.90
Project: Norma Coombs HVAC Replacement	\$149,408.00	\$149,408.00	\$0.00	\$149,408.00	\$132,627.60	\$0.00	\$16,780.40
Project: Norma Coombs ES ADA Compliance Survey & I	\$5,664.56	\$5,664.56	\$0.00	\$5,664.56	\$2,549.05	\$0.00	\$3,115.51
Project: Norma Coombs ES Door Lockset Replacemen	\$47,000.00	\$47,000.00	\$0.00	\$47,000.00	\$0.00	\$0.00	\$47,000.00
Project: Norma Coombs ES Front Entry Security Cam	\$45,436.72	\$1,806.97	\$0.00	\$1,806.97	\$0.00	\$43,629.75	\$1,806.97
Project: Norma Coombs ES Digital Camera Replacem	\$170,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$170,000.00	\$0.00

COC Report (by Project)

PUSD Projects



SCHOOL NAME - PROJECT NAME	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	INVOICED TO DATE	BUDGET DELTA	COMMITMENT REMAINING
School Name: Roosevelt Elementary (Closed)	\$92,936.72	\$49,306.97	\$0.00	\$49,306.97	\$0.00	\$43,629.75	\$49,306.97
Project: Roosevelt ES Door Lockset Replacement	\$47,500.00	\$47,500.00	\$0.00	\$47,500.00	\$0.00	\$0.00	\$47,500.00
Project: Roosevelt ES Front Entry Security Camera &	\$45,436.72	\$1,806.97	\$0.00	\$1,806.97	\$0.00	\$43,629.75	\$1,806.97
School Name: San Rafael Elementary	\$36,564,185.28	\$971,411.55	\$5,000.00	\$976,411.55	\$653,847.73	\$35,587,773.73	\$322,563.82
Project: San Rafael Phase 2 Reroofing Program	\$740,094.00	\$741,960.77	\$5,000.00	\$746,960.77	\$648,227.38	(\$6,866.77)	\$98,733.39
Project: San Rafael Shade Structure - Phase 2	\$399,695.00	\$121,012.00	\$0.00	\$121,012.00	\$0.00	\$278,683.00	\$121,012.00
Project: San Rafael ES ADA Compliance Survey & Tra	\$5,664.56	\$5,664.56	\$0.00	\$5,664.56	\$5,098.10	\$0.00	\$566.46
Project: San Rafael ES Door Lockset Replacement	\$90,000.00	\$90,000.00	\$0.00	\$90,000.00	\$0.00	\$0.00	\$90,000.00
Project: San Rafael ES Front Entry Security Camera &	\$80,881.72	\$12,774.22	\$0.00	\$12,774.22	\$522.25	\$68,107.50	\$12,251.97
Project: San Rafael ES Modernization Project	\$35,247,850.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,247,850.00	\$0.00
School Name: Sierra Madre Elementary	\$10,785,405.37	\$3,936,695.58	(\$39,652.53)	\$3,897,043.05	\$1,062,535.51	\$6,888,362.32	\$2,834,507.54
Project: Sierra Madre ES Phase 1 Reroofing Program	\$323,490.22	\$323,668.33	(\$39,652.53)	\$284,015.80	\$269,047.31	\$39,474.42	\$14,968.49
Project: Sierra Madre ES Central Plant Upgrades	\$3,003,741.00	\$2,973,325.00	\$0.00	\$2,973,325.00	\$772,434.15	\$30,416.00	\$2,200,890.85
Project: Sierra Madre ES Installation of Clock - PA Sys	\$18,505.00	\$18,505.00	\$0.00	\$18,505.00	\$18,505.00	\$0.00	\$0.00
Project: Sierra Madre ES Restroom and Utility Infrastr	\$4,890,617.00	\$201,284.00	\$0.00	\$201,284.00	\$0.00	\$4,689,333.00	\$201,284.00
Project: Sierra Madre ES Health and Safety Project.	\$1,978,366.67	\$32,240.00	\$0.00	\$32,240.00	\$0.00	\$1,946,126.67	\$32,240.00
Project: Sierra Madre ES Shade Structure - Phase 2	\$260,866.00	\$118,012.00	\$0.00	\$118,012.00	\$0.00	\$142,854.00	\$118,012.00
Project: Sierra Madre ES ADA Compliance Survey & T	\$5,664.56	\$5,664.56	\$0.00	\$5,664.56	\$2,549.05	\$0.00	\$3,115.51
Project: Sierra Madre ES Door Lockset Replacement	\$28,000.00	\$28,000.00	\$0.00	\$28,000.00	\$0.00	\$0.00	\$28,000.00
Project: Sierra Madre ES Front Entry Security Camera	\$42,153.00	\$1,994.77	\$0.00	\$1,994.77	\$0.00	\$40,158.23	\$1,994.77
Project: Sierra Madre ES Playground Equipment Repli	\$234,001.92	\$234,001.92	\$0.00	\$234,001.92	\$0.00	\$0.00	\$234,001.92
School Name: Washington Elementary STEM	\$1,051,556.37	\$352,543.92	\$32,463.00	\$385,006.92	\$89,644.98	\$666,549.45	\$295,361.94
Project: Washington ES Phase 1 Shade Structure Proj	\$733,350.62	\$286,305.35	\$32,463.00	\$318,768.35	\$82,847.50	\$414,582.27	\$235,920.85

COC Report (by Project)

PUSD Projects



SCHOOL NAME - PROJECT NAME	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	INVOICED TO DATE	BUDGET DELTA	COMMITMENT REMAINING
Project: Washington ES ADA Compliance Survey & Tr	\$7,552.75	\$7,552.75	\$0.00	\$7,552.75	\$6,797.48	\$0.00	\$755.27
Project: Washington ES Door Lockset Replacement	\$58,500.00	\$58,500.00	\$0.00	\$58,500.00	\$0.00	\$0.00	\$58,500.00
Project: Washington ES Front Entry Security Camera	\$82,153.00	\$185.82	\$0.00	\$185.82	\$0.00	\$81,967.18	\$185.82
Project: Washington ES Digital Camera Replacement	\$170,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$170,000.00	\$0.00
School Name: Webster Elementary	\$31,896,341.66	\$1,649,646.66	(\$11,100.25)	\$1,638,546.41	\$1,158,734.98	\$30,257,795.25	\$479,811.43
Project: Webster Phase 1 Reroofing Program	\$481,496.92	\$481,496.92	(\$49,100.25)	\$432,396.67	\$410,416.84	\$49,100.25	\$21,979.83
Project: Webster Phase 2 Reroofing Program	\$194,585.18	\$194,585.18	\$38,000.00	\$232,585.18	\$187,470.04	(\$38,000.00)	\$45,115.14
Project: Webster HVAC Replacement	\$797,114.00	\$797,114.00	\$0.00	\$797,114.00	\$555,750.00	\$0.00	\$241,364.00
Project: Webster Shade Structure - Phase 2	\$345,257.00	\$121,786.00	\$0.00	\$121,786.00	\$0.00	\$223,471.00	\$121,786.00
Project: Webster ES ADA Compliance Survey & Trans	\$5,664.56	\$5,664.56	\$0.00	\$5,664.56	\$5,098.10	\$0.00	\$566.46
Project: Webster ES Door Lockset Replacement	\$49,000.00	\$49,000.00	\$0.00	\$49,000.00	\$0.00	\$0.00	\$49,000.00
Project: Webster ES Front Entry Security Camera & G	\$82,153.00	\$0.00	\$0.00	\$0.00	\$0.00	\$82,153.00	\$0.00
Project: Webster ES Modernization Project	\$29,941,071.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,941,071.00	\$0.00
School Name: Willard Elementary	\$7,058,670.94	\$347,629.13	\$0.00	\$347,629.13	\$2,549.05	\$6,711,041.81	\$345,080.08
Project: Willard Restroom and Utility Infrastructure Pr	\$4,729,214.00	\$179,647.00	\$0.00	\$179,647.00	\$0.00	\$4,549,567.00	\$179,647.00
Project: Willard ES Health and Safety Project	\$1,978,366.66	\$0.00	\$0.00	\$0.00	\$0.00	\$1,978,366.66	\$0.00
Project: Willard Shade Structure - Phase 2	\$205,836.00	\$108,145.00	\$0.00	\$108,145.00	\$0.00	\$97,691.00	\$108,145.00
Project: Willard ES ADA Compliance Survey & Transit	\$5,664.56	\$5,664.56	\$0.00	\$5,664.56	\$2,549.05	\$0.00	\$3,115.51
Project: Willard ES Door Lockset Replacement	\$52,000.00	\$52,000.00	\$0.00	\$52,000.00	\$0.00	\$0.00	\$52,000.00
Project: Willard ES (CC Also) Front Entry Security Car	\$87,589.72	\$2,172.57	\$0.00	\$2,172.57	\$0.00	\$85,417.15	\$2,172.57
School Type: 02 - Middle Schools	\$14,700,809.43	\$3,915,118.13	\$19,469.60	\$3,934,587.73	\$2,761,652.45	\$10,766,221.70	\$1,172,935.28
School Name: Eliot Arts Magnet Academy	\$9,495,802.10	\$1,223,007.68	(\$27,538.40)	\$1,195,469.28	\$805,600.48	\$8,300,332.82	\$389,868.80
Project: Eliot Phase 1 Reroofing Program	\$871,066.78	\$871,066.78	(\$27,538.40)	\$843,528.38	\$801,352.06	\$27,538.40	\$42,176.32

COC Report (by Project)

PUSD Projects



SCHOOL NAME - PROJECT NAME	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	INVOICED TO DATE	BUDGET DELTA	COMMITMENT REMAINING
Project: Eliot MS Restrooms and Utility Infrastructure	\$6,494,491.00	\$243,693.00	\$0.00	\$243,693.00	\$0.00	\$6,250,798.00	\$243,693.00
Project: Eliot MS Health and Safety Project	\$1,978,366.67	\$0.00	\$0.00	\$0.00	\$0.00	\$1,978,366.67	\$0.00
Project: Eliot MS ADA Compliance Survey & Transition	\$9,440.93	\$9,440.93	\$0.00	\$9,440.93	\$4,248.42	\$0.00	\$5,192.51
Project: Eliot MS Door Lockset Replacement	\$97,000.00	\$97,000.00	\$0.00	\$97,000.00	\$0.00	\$0.00	\$97,000.00
Project: Eliot MS - Front Entry Security Camera & Gate	\$45,436.72	\$1,806.97	\$0.00	\$1,806.97	\$0.00	\$43,629.75	\$1,806.97
School Name: McKinley Middle	\$2,678,654.03	\$2,449,475.54	\$37,008.00	\$2,486,483.54	\$1,947,306.23	\$192,170.49	\$539,177.31
Project: McKinley K8 School Phase 1 Shade Structure	\$247,249.62	\$228,211.96	\$32,008.00	\$260,219.96	\$81,605.58	(\$12,970.34)	\$178,614.38
Project: McKinley Phase 2 Reroofing Program	\$2,108,210.48	\$2,110,034.85	\$5,000.00	\$2,115,034.85	\$1,861,452.23	(\$6,824.37)	\$253,582.62
Project: McKinley MS ADA Compliance Survey & Transition	\$9,440.93	\$9,440.93	\$0.00	\$9,440.93	\$4,248.42	\$0.00	\$5,192.51
Project: McKinley MS Door Lockset Replacement	\$101,600.00	\$101,600.00	\$0.00	\$101,600.00	\$0.00	\$0.00	\$101,600.00
Project: McKinley K-8 School Front Entry Security Camera	\$42,153.00	\$187.80	\$0.00	\$187.80	\$0.00	\$41,965.20	\$187.80
Project: McKinley MS Digital Camera Replacement	\$170,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$170,000.00	\$0.00
School Name: Octavia E. Butler Magnet	\$319,038.93	\$82,693.98	\$0.00	\$82,693.98	\$4,497.32	\$236,344.95	\$78,196.66
Project: Octavia E. Butler MS ADA Compliance Survey	\$9,440.93	\$9,440.93	\$0.00	\$9,440.93	\$4,248.42	\$0.00	\$5,192.51
Project: Octavia E. Butler MS Door Lockset Replacement	\$60,000.00	\$60,000.00	\$0.00	\$60,000.00	\$0.00	\$0.00	\$60,000.00
Project: Octavia E. Butler MS Front Entry Security Camera	\$79,598.00	\$13,253.05	\$0.00	\$13,253.05	\$248.90	\$66,344.95	\$13,004.15
Project: Octavia Butler MS Digital Camera Replacement	\$170,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$170,000.00	\$0.00
School Name: Sierra Madre Middle	\$86,377.65	\$40,940.93	\$0.00	\$40,940.93	\$4,248.42	\$45,436.72	\$36,692.51
Project: Sierra Madre MS ADA Compliance Survey & Transition	\$9,440.93	\$9,440.93	\$0.00	\$9,440.93	\$4,248.42	\$0.00	\$5,192.51
Project: Sierra Madre MS Door Lockset Replacement	\$31,500.00	\$31,500.00	\$0.00	\$31,500.00	\$0.00	\$0.00	\$31,500.00
Project: Sierra Madre MS Front Entry Security Camera	\$45,436.72	\$0.00	\$0.00	\$0.00	\$0.00	\$45,436.72	\$0.00
School Name: Wilson Middle	\$2,120,936.72	\$119,000.00	\$10,000.00	\$129,000.00	\$0.00	\$1,991,936.72	\$129,000.00
Project: Wilson MS Campus Reconfiguration - Rose Canyon	\$1,000,000.00	\$43,500.00	\$10,000.00	\$53,500.00	\$0.00	\$946,500.00	\$53,500.00

COC Report (by Project)

PUSD Projects



SCHOOL NAME - PROJECT NAME	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	INVOICED TO DATE	BUDGET DELTA	COMMITMENT REMAINING
Project: Wilson MS Campus Reconfiguration - PALS	\$1,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00	\$0.00
Project: Wilson MS Door Lockset Replacement	\$75,500.00	\$75,500.00	\$0.00	\$75,500.00	\$0.00	\$0.00	\$75,500.00
Project: Wilson MS Front Entry Security Camera & Gu	\$45,436.72	\$0.00	\$0.00	\$0.00	\$0.00	\$45,436.72	\$0.00
School Type: 03 - High Schools	\$115,180,546.04	\$20,297,575.21	\$293,196.67	\$20,590,771.88	\$9,800,670.38	\$94,589,774.16	\$10,790,101.50
School Name: Blair International Baccalaureate	\$347,323.21	\$52,762.46	\$0.00	\$52,762.46	\$13,933.50	\$294,560.75	\$38,828.96
Project: Blair HS ADA Compliance Survey & Transiti	\$15,105.49	\$15,105.49	\$0.00	\$15,105.49	\$13,594.94	\$0.00	\$1,510.55
Project: Blair HS Door Lockset Replacement	\$17,700.00	\$17,700.00	\$0.00	\$17,700.00	\$0.00	\$0.00	\$17,700.00
Project: Blair MS & HS Front Entry Security Camera &	\$144,517.72	\$19,956.97	\$0.00	\$19,956.97	\$338.56	\$124,560.75	\$19,618.41
Project: Blair HS Digital Camera Replacement	\$170,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$170,000.00	\$0.00
School Name: John Muir High	\$55,335,547.90	\$5,843,406.21	\$16,397.00	\$5,859,803.21	\$3,194,546.96	\$49,475,744.69	\$2,665,256.25
Project: John Muir Phase 1 Reroofing Program	\$3,324,574.36	\$3,344,651.87	\$16,397.00	\$3,361,048.87	\$3,177,553.28	(\$36,474.51)	\$183,495.59
Project: John Muir Pilot Security Camera System Upg	\$75,256.67	\$75,256.67	\$0.00	\$75,256.67	\$0.00	\$0.00	\$75,256.67
Project: John Muir HS Gym and Pool Modernization	\$51,588,682.00	\$2,288,428.00	\$0.00	\$2,288,428.00	\$0.00	\$49,300,254.00	\$2,288,428.00
Project: John Muir HS ADA Compliance Survey & Tra	\$18,881.87	\$18,881.87	\$0.00	\$18,881.87	\$16,993.68	\$0.00	\$1,888.19
Project: John Muir HS Door Lockset Replacement	\$116,000.00	\$116,000.00	\$0.00	\$116,000.00	\$0.00	\$0.00	\$116,000.00
Project: John Muir HS Front Entry Security Camera &	\$42,153.00	\$187.80	\$0.00	\$187.80	\$0.00	\$41,965.20	\$187.80
Project: John Muir HS Digital Camera Replacement	\$170,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$170,000.00	\$0.00
School Name: Marshall Fundamental	\$27,998,654.51	\$3,970,381.51	\$269,725.92	\$4,240,107.43	\$2,916,469.95	\$23,758,547.08	\$1,323,637.48
Project: Marshall Phase 1 Reroofing Program	\$1,475,488.09	\$1,475,488.09	(\$7,967.90)	\$1,467,520.19	\$1,351,803.06	\$7,967.90	\$115,717.13
Project: Marshall Phase 2 Reroofing Program	\$1,804,591.50	\$1,806,413.70	\$244,840.82	\$2,051,254.52	\$1,503,368.75	(\$246,663.02)	\$547,885.77
Project: Marshall Softball Repair and Renovation	\$572,815.80	\$539,962.80	\$32,853.00	\$572,815.80	\$56,200.00	\$0.00	\$516,615.80
Project: Marshall Fundamental HS ADA Compliance S	\$11,329.12	\$11,329.12	\$0.00	\$11,329.12	\$5,098.14	\$0.00	\$6,230.98
Project: Marshall Fundamental HS Door Lockset Repl	\$137,000.00	\$137,000.00	\$0.00	\$137,000.00	\$0.00	\$0.00	\$137,000.00

COC Report (by Project)

PUSD Projects



SCHOOL NAME - PROJECT NAME	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	INVOICED TO DATE	BUDGET DELTA	COMMITMENT REMAINING
Project: Marshall Fundamental HS Front Entry Security Camera Replacement	\$42,153.00	\$187.80	\$0.00	\$187.80	\$0.00	\$41,965.20	\$187.80
Project: Marshall Fundamental School Athletic Field & Track	\$23,785,277.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,785,277.00	\$0.00
Project: Marshall Digital Camera Replacement	\$170,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$170,000.00	\$0.00
School Name: Pasadena High School	\$31,302,020.42	\$10,404,025.03	\$7,073.75	\$10,411,098.78	\$3,675,719.97	\$20,890,921.64	\$6,735,378.81
Project: PHS Phase 1 Reroofing Program	\$3,675,013.01	\$3,687,554.61	\$7,955.00	\$3,695,509.61	\$3,503,176.88	(\$20,496.60)	\$192,332.73
Project: Focus Point Fencing	\$3,718.75	\$4,600.00	(\$881.25)	\$3,718.75	\$3,718.75	\$0.00	\$0.00
Project: PHS Campus Identity Project (Construction)	\$5,305,760.00	\$5,288,463.00	\$0.00	\$5,288,463.00	\$43,620.00	\$17,297.00	\$5,244,843.00
Project: Pasadena HS HVAC Replacement	\$122,850.00	\$122,850.00	\$0.00	\$122,850.00	\$116,707.50	\$0.00	\$6,142.50
Project: PHS Pilot Security Camera System Upgrade	\$85,022.07	\$85,022.07	\$0.00	\$85,022.07	\$0.00	\$0.00	\$85,022.07
Project: Pasadena HS ADA Compliance Survey & Training	\$18,881.87	\$18,881.87	\$0.00	\$18,881.87	\$8,496.84	\$0.00	\$10,385.03
Project: Pasadena HS Door Lockset Replacement	\$169,000.00	\$169,000.00	\$0.00	\$169,000.00	\$0.00	\$0.00	\$169,000.00
Project: Pasadena HS Front Entry Security Camera & Intercom	\$5,436.72	\$1,806.97	\$0.00	\$1,806.97	\$0.00	\$3,629.75	\$1,806.97
Project: Pasadena High School Pool Replacement Project	\$21,746,338.00	\$1,025,846.51	\$0.00	\$1,025,846.51	\$0.00	\$20,720,491.49	\$1,025,846.51
Project: Pasadena HS Digital Camera Replacement	\$170,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$170,000.00	\$0.00
School Name: Rose City High School	\$197,000.00	\$27,000.00	\$0.00	\$27,000.00	\$0.00	\$170,000.00	\$27,000.00
Project: Rose City HS Door Lockset Replacement	\$27,000.00	\$27,000.00	\$0.00	\$27,000.00	\$0.00	\$0.00	\$27,000.00
Project: Rose City HS Digital Camera Replacement	\$170,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$170,000.00	\$0.00
School Type: 04 - Charter Schools	\$1,448,752.40	\$1,407,249.87	\$13,000.00	\$1,420,249.87	\$1,215,079.58	\$28,502.53	\$205,170.29
School Name: Cleveland - Alma Fuerte CS - ECDP	\$447,501.30	\$404,859.34	\$5,000.00	\$409,859.34	\$347,175.52	\$37,641.96	\$62,683.82
Project: Cleveland ES Phase 2 Reroofing Program	\$361,064.58	\$361,864.57	\$5,000.00	\$366,864.57	\$347,175.52	(\$5,799.99)	\$19,689.05
Project: Cleveland ES - ECDP Door Lockset Replacement	\$41,000.00	\$41,000.00	\$0.00	\$41,000.00	\$0.00	\$0.00	\$41,000.00
Project: Cleveland ES - Front Entry Security Camera & Intercom	\$45,436.72	\$1,994.77	\$0.00	\$1,994.77	\$0.00	\$43,441.95	\$1,994.77

COC Report (by Project)

PUSD Projects



SCHOOL NAME - PROJECT NAME	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	INVOICED TO DATE	BUDGET DELTA	COMMITMENT REMAINING
School Name: Loma Alta - Oak Knoll - Pasadena Rosebud Academy	\$1,001,251.10	\$1,002,390.53	\$8,000.00	\$1,010,390.53	\$867,904.06	(\$9,139.43)	\$142,486.47
Project: Loma Alta Phase 2 Reroofing Program	\$787,557.10	\$788,696.53	\$8,000.00	\$796,696.53	\$678,194.76	(\$9,139.43)	\$118,501.77
Project: Loma Alta HVAC Replacement	\$213,694.00	\$213,694.00	\$0.00	\$213,694.00	\$189,709.30	\$0.00	\$23,984.70
School Type: 06 - Educational Technology	\$432,569.32	\$448,893.82	\$8,481.74	\$457,375.56	\$457,375.57	(\$24,806.24)	(\$0.01)
School Name: Districtwide Projects	\$432,569.32	\$448,893.82	\$8,481.74	\$457,375.56	\$457,375.57	(\$24,806.24)	(\$0.01)
Project: Districtwide IP Phone Upgrade	\$432,569.32	\$448,893.82	\$8,481.74	\$457,375.56	\$457,375.57	(\$24,806.24)	(\$0.01)
School Type: 07 - Facilities	\$24,634,436.24	\$14,046,965.42	\$731,536.85	\$14,778,502.27	\$9,534,595.65	\$9,855,933.97	\$5,243,906.62
School Name: District Service Center	\$24,634,436.24	\$14,046,965.42	\$731,536.85	\$14,778,502.27	\$9,534,595.65	\$9,855,933.97	\$5,243,906.62
Project: DSC Phase 1 Reroofing Program	\$1,878,768.77	\$1,857,989.19	\$20,883.50	\$1,878,872.69	\$1,775,735.97	(\$103.92)	\$103,136.72
Project: Facilities Ops FY 21- 22, 22-23, 23-24	\$9,624,777.10	\$11,824,596.23	\$730,653.35	\$12,555,249.58	\$7,545,939.70	(\$2,930,472.48)	\$5,009,309.88
Project: Districtwide Turnkey Design and Construction	\$75,000.00	\$95,000.00	(\$20,000.00)	\$75,000.00	\$75,000.00	\$0.00	\$0.00
Project: Districtwide Staff Housing at Roosevelt Camp	\$160,000.00	\$160,000.00	\$0.00	\$160,000.00	\$135,370.93	\$0.00	\$24,629.07
Project: District Offices ADA Compliance Survey & Training	\$132,510.37	\$70,000.00	\$0.00	\$70,000.00	\$2,549.05	\$62,510.37	\$67,450.95
Project: DSC - Door Lockset Replacement	\$39,380.00	\$39,380.00	\$0.00	\$39,380.00	\$0.00	\$0.00	\$39,380.00
Project: Facilities Ops FY 24-25	\$2,656,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,656,000.00	\$0.00
Project: Facilities Ops FY 25-26	\$2,748,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,748,000.00	\$0.00
Project: District Education Center - Secure Front Entry	\$80,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80,000.00	\$0.00
Project: Facilities Ops FY 27-28	\$2,300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,300,000.00	\$0.00
Project: Facilities Ops FY 26-27	\$2,300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,300,000.00	\$0.00
Project: Facilities Ops FY 28-29	\$2,300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,300,000.00	\$0.00
Project: District Education Center Digital Camera Replacement	\$170,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$170,000.00	\$0.00
Project: District Service Center Digital Camera Replacement	\$170,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$170,000.00	\$0.00

COC Report (by Project)

PUSD Projects



SCHOOL NAME - PROJECT NAME	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	INVOICED TO DATE	BUDGET DELTA	COMMITMENT REMAINING
School Type: PUSD Projects	\$49,059,016.00	\$202,400.00	(\$13,384.00)	\$189,016.00	\$9,016.00	\$48,870,000.00	\$180,000.00
School Name: 08 - Budget, Allowance and Contingency Accounts	\$49,059,016.00	\$202,400.00	(\$13,384.00)	\$189,016.00	\$9,016.00	\$48,870,000.00	\$180,000.00
Project: Districtwide Door Lockset Replacement Allow	\$120,000.00	\$120,000.00	\$0.00	\$120,000.00	\$0.00	\$0.00	\$120,000.00
Project: Scope Development Front Entry Security Can	\$9,016.00	\$22,400.00	(\$13,384.00)	\$9,016.00	\$9,016.00	\$0.00	\$0.00
Project: Health and Safety Allocation Project	\$33,400,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,400,000.00	\$0.00
Project: Districtwide Digital Camera Replacement Allo	\$290,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$290,000.00	\$0.00
Project: Bond Program Contingency Fund	\$15,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000,000.00	\$0.00
Project: Shade Structure Phase 1 ADA Upgrade Const	\$60,000.00	\$60,000.00	\$0.00	\$60,000.00	\$0.00	\$0.00	\$60,000.00
Project: Districtwide Allowance Front Entry Security C	\$180,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$180,000.00	\$0.00
Measure O - Capital Totals:	\$385,106,488.24	\$59,795,602.12	\$1,001,664.92	\$60,797,267.04	\$31,363,379.36	\$324,309,221.20	\$29,433,887.68

COC Report (by Project)

PUSD Projects



Total Bond Funding - Measure O - ITS	\$59,878,064.35
Current Budget Total	\$28,419,718.06
Current Contracts Committed	\$23,749,718.06
Payables Invoiced	\$16,753,489.62
Unallocated Funds	\$31,458,346.29

SCHOOL NAME - PROJECT NAME	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	INVOICED TO DATE	BUDGET DELTA	COMMITMENT REMAINING
School Type: 01 - Elementary Schools	\$449,285.77	\$449,285.77	\$0.00	\$449,285.77	\$0.00	\$0.00	\$449,285.77
School Name: Altadena Arts Magnet	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
Project: Altadena ES Interactive Displays for Student C	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
School Name: Don Benito Fundamental	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
Project: Don Benito ES Interactive Displays for Studer	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
School Name: Field Elementary	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
Project: Field ES Interactive Displays for Student Clas	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
School Name: Hamilton Elementary	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
Project: Hamilton ES Interactive Displays for Student C	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
School Name: Jackson STEM Dual Language Magnet Academy	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
Project: Jackson ES Interactive Displays for Student C	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
School Name: Jefferson Children's Center	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
Project: Jefferson ES Interactive Displays for Student	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
School Name: Longfellow Elementary	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
Project: Longfellow ES Interactive Displays for Studer	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
School Name: Madison Elementary	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
Project: Madison ES Interactive Displays for Student C	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
School Name: Norma Coombs Elementary	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
Project: Norma Coombs ES Interactive Displays for St	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29

COC Report (by Project)

PUSD Projects



SCHOOL NAME - PROJECT NAME	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	INVOICED TO DATE	BUDGET DELTA	COMMITMENT REMAINING
School Name: San Rafael Elementary	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
Project: San Rafael ES Interactive Displays for Studen	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
School Name: Sierra Madre Elementary	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
Project: Sierra Madre ES Interactive Displays for Stud	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
School Name: Washington Elementary STEM	\$212,500.00	\$212,500.00	\$0.00	\$212,500.00	\$0.00	\$0.00	\$212,500.00
Project: Washington ES Interactive Displays for Stude	\$212,500.00	\$212,500.00	\$0.00	\$212,500.00	\$0.00	\$0.00	\$212,500.00
School Name: Webster Elementary	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
Project: Webster ES Interactive Displays for Student C	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
School Name: Willard Elementary	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
Project: Willard ES Interactive Displays for Student Cl	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
School Type: 02 - Middle Schools	\$267,142.87	\$267,142.87	\$0.00	\$267,142.87	\$0.00	\$0.00	\$267,142.87
School Name: Eliot Arts Magnet Academy	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
Project: Eliot MS Interactive Displays for Student Clas	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
School Name: McKinley Middle	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
Project: McKinley K-8 School Interactive Displays for :	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
School Name: Octavia E. Butler Magnet	\$212,500.00	\$212,500.00	\$0.00	\$212,500.00	\$0.00	\$0.00	\$212,500.00
Project: Octavia E. Butler MS Interactive Displays for :	\$212,500.00	\$212,500.00	\$0.00	\$212,500.00	\$0.00	\$0.00	\$212,500.00
School Name: Wilson Middle	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
Project: Wilson MS CIS Interactive Displays for Studei	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
School Type: 03 - High Schools	\$172,376.59	\$172,376.59	\$0.00	\$172,376.59	\$75,233.81	\$0.00	\$97,142.78
School Name: Blair International Baccalaureate	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
Project: Blair MS & HS Interactive Displays for Studen	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29

COC Report (by Project)

PUSD Projects



SCHOOL NAME - PROJECT NAME	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	INVOICED TO DATE	BUDGET DELTA	COMMITMENT REMAINING
School Name: John Muir High	\$24,285.62	\$24,285.62	\$0.00	\$24,285.62	\$0.00	\$0.00	\$24,285.62
Project: John Muir HS Interactive Displays for Student	\$24,285.62	\$24,285.62	\$0.00	\$24,285.62	\$0.00	\$0.00	\$24,285.62
School Name: Marshall Fundamental	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
Project: Marshall Fundamental HS Interactive Display	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
School Name: Pasadena High School	\$93,448.10	\$93,448.10	\$0.00	\$93,448.10	\$75,233.81	\$0.00	\$18,214.29
Project: Pasadena HS Computer Lab Upgrade	\$75,233.81	\$75,233.81	\$0.00	\$75,233.81	\$75,233.81	\$0.00	\$0.00
Project: Pasadena HS Interactive Displays for Student	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
School Name: Rose City High School	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
Project: Rose City HS Interactive Displays for Student	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
School Type: 06 - Educational Technology	\$22,842,698.54	\$22,825,898.68	\$16,799.86	\$22,842,698.54	\$16,678,255.81	\$0.00	\$6,164,442.73
School Name: Districtwide Projects	\$22,842,698.54	\$22,825,898.68	\$16,799.86	\$22,842,698.54	\$16,678,255.81	\$0.00	\$6,164,442.73
Project: Districtwide Staff Device Refresh	\$7,922,259.69	\$7,885,552.78	\$36,706.91	\$7,922,259.69	\$4,836,453.36	\$0.00	\$3,085,806.33
Project: Districtwide Server Infrastructure Upgrade	\$1,624,580.59	\$1,624,580.59	\$0.00	\$1,624,580.59	\$1,624,580.59	\$0.00	\$0.00
Project: Districtwide Student Device Refresh	\$12,568,385.40	\$12,568,385.40	\$0.00	\$12,568,385.40	\$9,549,379.10	\$0.00	\$3,019,006.30
Project: Districtwide Chromebook Lease Buyback	\$667,842.76	\$687,749.81	(\$19,907.05)	\$667,842.76	\$667,842.76	\$0.00	\$0.00
Project: Districtwide Repeaters Project	\$59,630.10	\$59,630.10	\$0.00	\$59,630.10	\$0.00	\$0.00	\$59,630.10
School Type: 07 - Facilities	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
School Name: District Service Center	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
Project: District Ed Center - Interactive Displays for St	\$18,214.29	\$18,214.29	\$0.00	\$18,214.29	\$0.00	\$0.00	\$18,214.29
School Type: PUSD Projects	\$4,670,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,670,000.00	\$0.00
School Name: 08 - Budget, Allowance and Contingency Accounts	\$4,670,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,670,000.00	\$0.00
Project: Districtwide Voice Amplification for Student C	\$1,200,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,200,000.00	\$0.00
Project: Districtwide Interactive Displays for Student C	\$3,150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,150,000.00	\$0.00

COC Report (by Project)

PUSD Projects



SCHOOL NAME - PROJECT NAME	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	INVOICED TO DATE	BUDGET DELTA	COMMITMENT REMAINING
Project: Districtwide School Site Printing Solutions Pr	\$320,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$320,000.00	\$0.00
Measure O - ITS Totals:	\$28,419,718.06	\$23,732,918.20	\$16,799.86	\$23,749,718.06	\$16,753,489.62	\$4,670,000.00	\$6,996,228.44

Project Status Report (by School)

PUSD Projects



Fund Source: Measure O - Capital

Total Projects	116
Admin	8
Close-Out	2
Construction	37
Design	7
Investigation	7
Procurement	55

SCHOOL NAME - PROJECT NAME	PHASE	NTP DATE	SUBSTANTIAL COMPLETION	PERCENT COMPLETE	DSA REQ'D	UPDATE STATUS
School Type: 01 - Elementary Schools						
School Name: Allendale Elementary						
Project: Allendale ES Digital Camera Replacement	Procurement			0	No	RFP Completed. Awaiting ITS Approval of Scopes.
School Name: Altadena Arts Magnet						
Project: Altadena ES Digital Camera Replacement	Procurement			0	No	RFP Completed. Awaiting ITS Approval of Scopes.
Project: Altadena ES Door Lockset Replacement	Construction			0%	No	Long lead time: equipment on order. Req. package has been submitted.
Project: Altadena ES Front Entry Security Camera & Guest Intercom System	Procurement			0%	No	Change Order POs: Need Revised POs for both Ident-a-Kid & Dell Web Cam.
Project: Altadena Shade Structure - Phase 2	Procurement			0%	Yes	Design Revised PO needed.
School Name: Don Benito Fundamental						
Project: Don Benito ES Door Lockset Replacement	Construction			0%	No	Long lead time: equipment on order. Req. package has been submitted.
Project: Don Benito ES Building C HVAC Replacement and Kitchen Renovation	Procurement			0	Yes	Need BOE Report, Contract and PO.
Project: Don Benito ES Front Entry Security Camera & Guest Intercom System	Procurement			0%	No	Change Order POs: Need Revised POs for both Ident-a-Kid & Dell Web Cam.
School Name: Field Elementary						
Project: Field Phase 1 Shade Structure Program	Construction			5%	Yes	ADA Upgrade: Need BOE Report, Contract and PO. Also, Need AOR Revised PO.

Project Status Report (by School)

PUSD Projects



SCHOOL NAME - PROJECT NAME	PHASE	NTP DATE	SUBSTANTIAL COMPLETION	PERCENT COMPLETE	DSA REQ'D	UPDATE STATUS
Project: Field ES Front Entry Security Camera & Guest Intercom System	Procurement			0%	No	Change Order POs: Need Revised POs for both Ident-a-Kid & Dell Web Cam.
Project: Field ES Door Lockset Replacement	Construction			0%	No	Long lead time: equipment on order. Req. package has been submitted.
School Name: Franklin Elementary (Closed)						
Project: Franklin ES Door Lockset Replacement	Construction			0%	No	Long lead time: equipment on order. Req. package has been submitted.
School Name: Hamilton Elementary						
Project: Hamilton Phase 1 Shade Structure Program	Construction			5%	Yes	ADA Upgrade: Need BOE Report, Contract and PO. Also, Need AOR Revised PO.
Project: Hamilton ES Front Entry Security Camera & Guest Intercom System	Procurement			0%	No	Change Order POs: Need Revised POs for both Ident-a-Kid & Dell Web Cam.
Project: Hamilton ES Door Lockset Replacement	Construction			0%	No	Long lead time: equipment on order. Req. package has been submitted.
School Name: Jackson STEM Dual Language Magnet Academy						
Project: Jackson ES Front Entry Security Camera & Guest Intercom System	Procurement			0%	No	Change Order POs: Need Revised POs for both Ident-a-Kid & Dell Web Cam.
Project: Jackson ES Door Lockset Replacement	Construction			0%	No	Long lead time: equipment on order. Req. package has been submitted.
Project: Jackson Shade Structure - Phase 2	Procurement			0%	Yes	Design Revised PO needed.
School Name: Jefferson Children's Center						
Project: Jefferson CC Front Entry Security Camera & Guest Intercom System	Procurement			0%	No	Change Order POs: Need Revised POs for both Ident-a-Kid & Dell Web Cam.
School Name: Longfellow Elementary						
Project: Longfellow Shade Structure - Phase 2	Procurement			0%	Yes	Design Revised PO needed.
Project: Longfellow ES Swing Space Project	Investigation			0	No	District Developing Scope for Project. 2/9/24
Project: Longfellow ES Modernization	Design			0%	Yes	Need PO.
Project: Longfellow ES Door Lockset Replacement	Construction			0%	No	Long lead time: equipment on order. Req. package has been submitted.

Project Status Report (by School)

PUSD Projects



SCHOOL NAME - PROJECT NAME	PHASE	NTP DATE	SUBSTANTIAL COMPLETION	PERCENT COMPLETE	DSA REQ'D	UPDATE STATUS
Project: Longfellow ES Front Entry Security Camera & Guest Intercom System	Procurement			0%	No	Change Order POs: Need Revised POs for both Ident-a-Kid & Dell Web Cam.
School Name: Madison Elementary						
Project: Madison ES Swing Space Project	Investigation			0	Yes	District Developing Scope for Project. 2/9/24
Project: Madison ES Front Entry Security Camera & Guest Intercom System	Procurement			0%	No	Change Order POs: Need Revised POs for both Ident-a-Kid & Dell Web Cam.
Project: Madison ES Modernization Project	Design			0%	Yes	Need PO.
Project: Madison ES Door Lockset Replacement	Construction			0%	No	Long lead time: equipment on order. Req. package has been submitted.
Project: Madison Phase 1 Shade Structure Program	Construction			5%	Yes	1.) Need PO for Playground Mat. 2.) Need ADA Upgrade: Need BOE Report, Contract and PO. 3.) Need AOR Revised PO. 4.) Need Omega Work PO.
School Name: Norma Coombs Elementary						
Project: Norma Coombs ES Door Lockset Replacement	Construction			0%	No	Long lead time: equipment on order. Req. package has been submitted.
Project: Norma Coombs ES Front Entry Security Camera & Guest Intercom System	Procurement			0%	No	Change Order POs: Need Revised POs for both Ident-a-Kid & Dell Web Cam.
Project: Norma Coombs ES Digital Camera Replacement	Procurement			0	No	RFP Completed. Awaiting ITS Approval of Scopes.
Project: Norma Coombs Phase 1 Shade Structure Program	Construction			5%	Yes	ADA Upgrade: Need BOE Report, Contract and PO. Also, Need AOR Revised PO.
School Name: Roosevelt Elementary (Closed)						
Project: Roosevelt ES Door Lockset Replacement	Construction			0%	No	Long lead time: equipment on order. Req. package has been submitted.
Project: Roosevelt ES Front Entry Security Camera & Guest Intercom System	Procurement			0%	No	Change Order POs: Need Revised POs for both Ident-a-Kid & Dell Web Cam.
School Name: San Rafael Elementary						
Project: San Rafael ES Modernization Project	Procurement			0	Yes	Need AOR for Project. Need RFP Developed.
Project: San Rafael ES Door Lockset Replacement	Construction			0%	No	Long lead time: equipment on order. Req. package has been submitted.
Project: San Rafael Shade Structure - Phase 2	Procurement			0%	Yes	Design Revised PO needed.

Project Status Report (by School)

PUSD Projects



SCHOOL NAME - PROJECT NAME	PHASE	NTP DATE	SUBSTANTIAL COMPLETION	PERCENT COMPLETE	DSA REQ'D	UPDATE STATUS
Project: San Rafael ES Front Entry Security Camera & Guest Intercom System	Procurement			0%	No	RFP completed. Waiting for IT to approve scope of works
School Name: Sierra Madre Elementary						
Project: Sierra Madre ES Central Plant Upgrades	Design	5/11/2023	8/5/2023	0%	Yes	DSA Design Approved. Palm Tree to be removed per SCE requirements.
Project: Sierra Madre ES Playground Equipment Replacement Project	Procurement			0	No	Need Contract and PO.
Project: Sierra Madre ES Health and Safety Project.	Investigation			0	No	Need Fencing Replacement PO.
Project: Sierra Madre ES Restroom and Utility Infrastructure Project	Design			0	Yes	Need BOE Report, Contract and PO. Also, Need Environmental Services PO.
Project: Sierra Madre ES Front Entry Security Camera & Guest Intercom System	Procurement			0%	No	RFP completed. Waiting for IT to approve scope of works
Project: Sierra Madre ES Door Lockset Replacement	Construction			0%	No	Long lead time: equipment on order. Req. package has been submitted.
Project: Sierra Madre ES Shade Structure - Phase 2	Procurement			0%	Yes	Design Revised PO needed.
School Name: Washington Elementary STEM						
Project: Washington ES Door Lockset Replacement	Construction			0%	No	Long lead time: equipment on order. Req. package has been submitted.
Project: Washington ES Front Entry Security Camera & Guest Intercom System	Procurement			0%	No	Change Order POs: Need Revised POs for both Ident-a-Kid & Dell Web Cam.
Project: Washington ES Digital Camera Replacement	Procurement			0	No	RFP Completed. Awaiting ITS Approval of Scopes.
Project: Washington ES Phase 1 Shade Structure Program	Construction			5%	Yes	1.) ADA Upgrade: Need BOE Report, Contract and PO. 2.) Need AOR Revised PO. 3.) Play Structure Mod. PO needed.
School Name: Webster Elementary						
Project: Webster ES Modernization Project	Procurement			0	Yes	Need AOR for Project. Need RFP Developed.
Project: Webster ES Door Lockset Replacement	Construction			0%	No	Long lead time: equipment on order. Req. package has been submitted.
Project: Webster ES Front Entry Security Camera & Guest Intercom System	Procurement			0%	No	Change Order POs: Need Revised POs for both Ident-a-Kid & Dell Web Cam.

Project Status Report (by School)

PUSD Projects



SCHOOL NAME - PROJECT NAME	PHASE	NTP DATE	SUBSTANTIAL COMPLETION	PERCENT COMPLETE	DSA REQ'D	UPDATE STATUS
Project: Webster Shade Structure - Phase 2	Procurement			0%	Yes	Design Revised PO needed.
School Name: Willard Elementary						
Project: Willard ES Health and Safety Project	Procurement			0	No	Need Fencing Replacement PO.
Project: Willard Restroom and Utility Infrastructure Project	Design			0	Yes	Need BOE Report, Contract and PO. Also, Need Environmental Services PO.
Project: Willard ES (CC Also) Front Entry Security Camera & Guest Intercom System	Procurement			0%	No	Change Order POs: Need Revised POs for both Ident-a-Kid & Dell Web Cam.
Project: Willard Shade Structure - Phase 2	Procurement			0%	Yes	Design Revised PO needed.
Project: Willard ES Door Lockset Replacement	Construction			0%	No	Long lead time: equipment on order. Req. package has been submitted.
School Type: 02 - Middle Schools						
School Name: Eliot Arts Magnet Academy						
Project: Eliot MS Door Lockset Replacement	Construction			0%	No	Long lead time: equipment on order. Req. package has been submitted.
Project: Eliot MS Restrooms and Utility Infrastructure Upgrade Project	Design			0	Yes	Need BOE Report, Contract and PO. Also, Need Environmental Services PO.
Project: Eliot MS Health and Safety Project	Investigation			0	No	District Developing Scope for Project. 2/9/24
Project: Eliot MS - Front Entry Security Camera & Guest Intercom System	Procurement			0%	No	Change Order POs: Need Revised POs for both Ident-a-Kid & Dell Web Cam.
School Name: McKinley Middle						
Project: McKinley MS Digital Camera Replacement	Procurement			0	No	RFP Completed. Awaiting ITS Approval of Scopes.
Project: McKinley MS Door Lockset Replacement	Construction			0%	No	Long lead time: equipment on order. Req. package has been submitted.
Project: McKinley K-8 School Front Entry Security Camera & Guest Intercom System	Procurement			0%	No	Change Order POs: Need Revised POs for both Ident-a-Kid & Dell Web Cam.
Project: McKinley K8 School Phase 1 Shade Structure Program	Construction			5%	Yes	ADA Upgrade: Need BOE Report, Contract and PO. Also, Need AOR Revised PO.

Project Status Report (by School)

PUSD Projects



SCHOOL NAME - PROJECT NAME	PHASE	NTP DATE	SUBSTANTIAL COMPLETION	PERCENT COMPLETE	DSA REQ'D	UPDATE STATUS
School Name: Octavia E. Butler Magnet						
Project: Octavia E. Butler MS Front Entry Security Camera & Guest Intercom System	Procurement			0%	No	RFP completed. Waiting for IT to approve scope of works
Project: Octavia E. Butler MS Door Lockset Replacement	Construction			0%	No	Long lead time: equipment on order. Req. package has been submitted.
Project: Octavia Butler MS Digital Camera Replacement	Procurement			0	No	RFP Completed. Awaiting ITS Approval of Scopes.
School Name: Sierra Madre Middle						
Project: Sierra Madre MS Door Lockset Replacement	Construction			0%	No	Long lead time: equipment on order. Req. package has been submitted.
Project: Sierra Madre MS Front Entry Security Camera & Guest Intercom System	Procurement			0%	No	Change Order POs: Need Revised POs for both Ident-a-Kid & Dell Web Cam.
School Name: Wilson Middle						
Project: Wilson MS Door Lockset Replacement	Construction			0%	No	Long lead time: equipment on order. Req. package has been submitted.
Project: Wilson MS Front Entry Security Camera & Guest Intercom System	Procurement			0%	No	Change Order POs: Need Revised POs for both Ident-a-Kid & Dell Web Cam.
Project: Wilson MS Campus Reconfiguration - PALS	Investigation			0%	Yes	Review of Requirements and Options being Reviewed.
Project: Wilson MS Campus Reconfiguration - Rose City HS	Investigation			25%	No	Review of Requirements and Options being Reviewed.
School Type: 03 - High Schools						
School Name: Blair International Baccalaureate						
Project: Blair MS & HS Front Entry Security Camera & Guest Intercom System	Procurement			0%	No	Change Order POs: Need Revised POs for both Ident-a-Kid & Dell Web Cam.
Project: Blair HS Digital Camera Replacement	Procurement			0	No	RFP Completed. Awaiting ITS Approval of Scopes.
Project: Blair HS Door Lockset Replacement	Construction			0%	No	Long lead time: equipment on order. Req. package has been submitted.
School Name: John Muir High						
Project: John Muir HS Door Lockset Replacement	Construction			0%	No	Long lead time: equipment on order. Req. package has been submitted.

Project Status Report (by School)

PUSD Projects



SCHOOL NAME - PROJECT NAME	PHASE	NTP DATE	SUBSTANTIAL COMPLETION	PERCENT COMPLETE	DSA REQ'D	UPDATE STATUS
Project: John Muir Pilot Security Camera System Upgrade	Close-Out	12/22/2023	2/2/2024	100%	No	Punch list walk completed. Report was emailed to Nic Partners for their signature. Need Revised Pay Apps.
Project: John Muir HS Front Entry Security Camera & Guest Intercom System	Procurement			0%	No	Change Order POs: Need Revised POs for both Ident-a-Kid & Dell Web Cam.
Project: John Muir HS Digital Camera Replacement	Procurement			0	No	RFP Completed. Awaiting ITS Approval of Scopes.
Project: John Muir HS Gym and Pool Modernization	Design			0%	Yes	Need PO.
School Name: Marshall Fundamental						
Project: Marshall Digital Camera Replacement	Procurement			0	No	RFP Completed. Awaiting ITS Approval of Scopes.
Project: Marshall Fundamental School Athletic Field & Track, Restroom and Utility	Procurement			0%	Yes	Need AOR for Project. Need RFP Developed.
Project: Marshall Fundamental HS Door Lockset Replacement	Construction			0%	No	Long lead time: equipment on order. Req. package has been submitted.
Project: Marshall Softball Repair and Renovation	Construction			0%	Yes	Need BOE Report, Contract and PO.
Project: Marshall Fundamental HS Front Entry Security Camera & Guest Intercom System	Procurement			0%	No	Change Order POs: Need Revised POs for both Ident-a-Kid & Dell Web Cam.
School Name: Pasadena High School						
Project: Pasadena High School Pool Replacement Project	Procurement			0	Yes	Need BOE Report, Contract and PO.
Project: Pasadena HS Door Lockset Replacement	Construction			0%	No	Long lead time: equipment on order. Req. package has been submitted.
Project: Pasadena HS Digital Camera Replacement	Procurement			0	No	RFP Completed. Awaiting ITS Approval of Scopes.
Project: PHS Campus Identity Project (Construction)	Construction	1/8/2024	6/7/2025	0%	Yes	
Project: PHS Pilot Security Camera System Upgrade	Close-Out	12/22/2023	2/2/2024	100%	No	Punch list walk completed. Report was emailed to Nic Partners for their signature. Need Revised Pay Apps.
Project: Pasadena HS Front Entry Security Camera & Guest Intercom System	Procurement			0%	No	Change Order POs: Need Revised POs for both Ident-a-Kid & Dell Web Cam.

Project Status Report (by School)

PUSD Projects



SCHOOL NAME - PROJECT NAME	PHASE	NTP DATE	SUBSTANTIAL COMPLETION	PERCENT COMPLETE	DSA REQ'D	UPDATE STATUS
School Name: Rose City High School						
Project: Rose City HS Door Lockset Replacement	Construction			0%	No	Long lead time: equipment on order. Req. package has been submitted. .
Project: Rose City HS Digital Camera Replacement	Procurement			0	No	RFP Completed. Awaiting ITS Approval of Scopes.
School Type: 04 - Charter Schools						
School Name: Cleveland - Alma Fuerte CS - ECDP						
Project: Cleveland ES - ECDP Door Lockset Replacement	Construction			0%	No	Long lead time: equipment on order. Req. package has been submitted.
Project: Cleveland ES - Front Entry Security Camera & Guest Intercom System	Procurement			0%	No	Change Order POs: Need Revised POs for both Ident-a-Kid & Dell Web Cam.
School Type: 07 - Facilities						
School Name: District Service Center						
Project: District Education Center - Secure Front Entry & Guest Intercom Project	Procurement			0	No	RFP completed. Waiting for IT to approve scope of works
Project: Districtwide Staff Housing at Roosevelt Campus	Investigation			80%	No	BOE Workshop to be Scheduled. Consultant to Present.
Project: DSC - Door Lockset Replacement	Construction			0%	No	Long lead time: equipment on order. Req. package has been submitted.
Project: Facilities Ops FY 27-28	Admin				No	Bond Program Operations and Support
Project: Facilities Ops FY 26-27	Admin				No	Bond Program Operations and Support
Project: Facilities Ops FY 28-29	Admin				No	Bond Program Operations and Support
Project: Facilities Ops FY 24-25	Admin				No	Bond Program Operations and Support
Project: Facilities Ops FY 21- 22, 22-23, 23-24	Admin				No	Bond Program Operations and Support.
Project: District Service Center Digital Camera Replacement	Procurement			0	No	RFP Completed. Awaiting ITS Approval of Scopes.
Project: District Education Center Digital Camera Replacement	Procurement			0	No	RFP Completed. Awaiting ITS Approval of Scopes.

Project Status Report (by School)

PUSD Projects



SCHOOL NAME - PROJECT NAME	PHASE	NTP DATE	SUBSTANTIAL COMPLETION	PERCENT COMPLETE	DSA REQ'D	UPDATE STATUS
Project: Facilities Ops FY 25-26	Admin				No	Bond Program Operations and Support
School Type: PUSD Projects						
School Name: 08 - Budget, Allowance and Contingency Accounts						
Project: Bond Program Contingency Fund	Admin				No	Bond Program Contingency Fund
Project: Shade Structure Phase 1 ADA Upgrade Construction Allowance	Construction			0	Yes	Need BOE Report, Contract and PO.
Project: Health and Safety Allocation Project	Admin			0%	No	Holding Account for BOE Allocated Funds
Project: Districtwide Door Lockset Replacement Allowance for PUSD Classrooms	Construction			0%	No	Allowance Account
Project: Districtwide Digital Camera Replacement Allowance	Procurement				No	RFP completed. Waiting for IT to approve scope of works
Project: Districtwide Allowance Front Entry Security Camera and Intercom System	Procurement				No	Awaiting RFP

Project Status Report (by School)

PUSD Projects



Fund Source: Measure O - ITS

Total Projects	31
Admin	3
Construction	26
Investigation	2

SCHOOL NAME - PROJECT NAME	PHASE	NTP DATE	SUBSTANTIAL COMPLETION	PERCENT COMPLETE	DSA REQ'D	UPDATE STATUS
School Type: 01 - Elementary Schools						
School Name: Altadena Arts Magnet						
Project: Altadena ES Interactive Displays for Student Classrooms	Construction			0%	No	Need contract and PO.
School Name: Don Benito Fundamental						
Project: Don Benito ES Interactive Displays for Student Classrooms	Construction			0%	No	Need contract and PO.
School Name: Field Elementary						
Project: Field ES Interactive Displays for Student Classrooms	Construction			0%	No	Need contract and PO.
School Name: Hamilton Elementary						
Project: Hamilton ES Interactive Displays for Student Classrooms	Construction			0%	No	Need contract and PO.
School Name: Jackson STEM Dual Language Magnet Academy						
Project: Jackson ES Interactive Displays for Student Classrooms	Construction			0%	No	Need contract and PO.
School Name: Jefferson Children's Center						
Project: Jefferson ES Interactive Displays for Student Classrooms	Construction			0%	No	Need contract and PO.
School Name: Longfellow Elementary						
Project: Longfellow ES Interactive Displays for Student Classrooms	Construction			0%	No	Need contract and PO.
School Name: Madison Elementary						
Project: Madison ES Interactive Displays for Student Classrooms	Construction			0%	No	Need contract and PO.

Project Status Report (by School)

PUSD Projects



SCHOOL NAME - PROJECT NAME	PHASE	NTP DATE	SUBSTANTIAL COMPLETION	PERCENT COMPLETE	DSA REQ'D	UPDATE STATUS
School Name: Norma Coombs Elementary						
Project: Norma Coombs ES Interactive Displays for Student Classrooms	Construction			0%	No	Need contract and PO.
School Name: San Rafael Elementary						
Project: San Rafael ES Interactive Displays for Student Classrooms	Construction			0%	No	Need contract and PO.
School Name: Sierra Madre Elementary						
Project: Sierra Madre ES Interactive Displays for Student Classrooms	Construction			0%	No	Need contract and PO.
School Name: Washington Elementary STEM						
Project: Washington ES Interactive Displays for Student Classrooms	Construction			0%	No	Need Contract and PO.
School Name: Webster Elementary						
Project: Webster ES Interactive Displays for Student Classrooms	Construction			0%	No	Need Contract and PO.
School Name: Willard Elementary						
Project: Willard ES Interactive Displays for Student Classrooms	Construction			0%	No	Need contract and PO.
School Type: 02 - Middle Schools						
School Name: Eliot Arts Magnet Academy						
Project: Eliot MS Interactive Displays for Student Classrooms	Construction			0%	No	Need contract and PO.
School Name: McKinley Middle						
Project: McKinley K-8 School Interactive Displays for Student Classrooms	Construction			0%	No	Need contract and PO.
School Name: Octavia E. Butler Magnet						
Project: Octavia E. Butler MS Interactive Displays for Student Classrooms	Construction			0%	No	Need contract and PO.
School Name: Sierra Madre Middle						
Project: Sierra Madre MS Interactive Displays for Student Classrooms	Construction			0%	No	Need contract and PO.

Project Status Report (by School)

PUSD Projects



SCHOOL NAME - PROJECT NAME	PHASE	NTP DATE	SUBSTANTIAL COMPLETION	PERCENT COMPLETE	DSA REQ'D	UPDATE STATUS
School Name: Wilson Middle						
Project: Wilson MS CIS Interactive Displays for Student Classrooms	Construction			0%	No	Need contract and PO.
School Type: 03 - High Schools						
School Name: Blair International Baccalaureate						
Project: Blair MS & HS Interactive Displays for Student Classrooms	Construction			0%	No	Need contract and PO.
School Name: John Muir High						
Project: John Muir HS Interactive Displays for Student Classrooms	Construction			0%	No	Need contract and PO.
School Name: Marshall Fundamental						
Project: Marshall Fundamental HS Interactive Displays for Student Classrooms	Construction			0%	No	Need contract and PO.
School Name: Pasadena High School						
Project: Pasadena HS Interactive Displays for Student Classrooms	Construction			0%	No	Need Contract and PO.
School Name: Rose City High School						
Project: Rose City HS Interactive Displays for Student Classrooms	Construction			0%	No	Need contract and PO.
School Type: 06 - Educational Technology						
School Name: Districtwide Projects						
Project: Districtwide Staff Device Refresh	Admin			95%	No	Need CO for Dell Taxes Increase. Req 23*3196.
Project: Districtwide Repeaters Project	Construction		1/31/2024		No	Awaiting Delivery of Repeaters on Backorder. Invoice after Delivery.
Project: Districtwide Student Device Refresh	Admin			95%	No	No Action Required On-going ITS Support Project. Future Invoices
School Type: 07 - Facilities						
School Name: District Service Center						
Project: District Ed Center - Interactive Displays for Student Classrooms	Construction			0%	No	Need contract and PO.

Project Status Report (by School)

PUSD Projects



SCHOOL NAME - PROJECT NAME	PHASE	NTP DATE	SUBSTANTIAL COMPLETION	PERCENT COMPLETE	DSA REQ'D	UPDATE STATUS
School Type: PUSD Projects						
School Name: 08 - Budget, Allowance and Contingency Accounts						
Project: Districtwide Interactive Displays for Student Classrooms Budget Acct	Admin				No	Budget Holding Account for Phase 2
Project: Districtwide Voice Amplification for Student Classrooms Budget Acct	Investigation				No	ITS Priority is TBD. Will need scope defined and functional requirements.
Project: Districtwide School Site Printing Solutions Project Budget Acct	Investigation				No	ITS Priority is TBD. Will need scope defined and functional requirements.

Project Status Report (by School)

PUSD Projects



Fund Source: Measure TT

Total Projects	8
Construction	7
Design	1

SCHOOL NAME - PROJECT NAME	PHASE	NTP DATE	SUBSTANTIAL COMPLETION	PERCENT COMPLETE	DSA REQ'D	UPDATE STATUS
School Type: 03 - High Schools						
School Name: Pasadena High School						
Project: PHS Campus Identity Project AOR Construction Admin Project	Design			100%	Yes	AOR Construction Admin Project
School Type: 04 - Charter Schools						
School Name: Audubon - Odyssey Charter School						
Project: Audubon ES Odyssey Door Lockset Replacement (TT)	Construction			0	No	Awaiting PO Revision. Allowance Issued.
School Name: Edison – Odyssey South Charter School						
Project: Edison ES Odyssey South Door Lockset Replacement (TT)	Construction			0	No	Awaiting PO Revision. Allowance Issued.
School Name: Loma Alta - Oak Knoll - Pasadena Rosebud Academy						
Project: Loma Alta ES - Rosebud CS Door Lockset Replacement (TT)	Construction			0	No	Awaiting PO Revision. Allowance Issued.
School Name: Noyes - Aveson School of Leaders						
Project: Noyes ES - Aveson CS Door Lockset Replacement (TT)	Construction			0	No	Awaiting PO Revision. Allowance Issued.
School Type: 05 - Private Schools						
School Name: Burbank - Stratford School						
Project: Burbank ES - Stratford Door Lockset Replacement (TT)	Construction			0	No	Awaiting PO Revision. Allowance Issued.
School Type: 07 - Facilities						
School Name: District Service Center						
Project: Hodges Door Lockset Replacement (TT)	Construction			0	No	Awaiting PO Revision. Allowance Issued.

Project Status Report (by School)

PUSD Projects



SCHOOL NAME - PROJECT NAME	PHASE	NTP DATE	SUBSTANTIAL COMPLETION	PERCENT COMPLETE	DSA REQ'D	UPDATE STATUS
School Type: PUSD Projects						
School Name: 08 - Budget, Allowance and Contingency Accounts						
Project: Charter School Security Door Lockset Replacement Allowance Account	Construction			0%	No	Awaiting Revised PO. Allowance 1 Issued.