PASADENA UNIFIED SCHOOL DISTRICT
FACILITIES AND CAPITAL PROJECTS COMMITTEE*

NOTICE AND AGENDA

April 9, 2024
6:30 PM

REVISED

HYBRID

(US) +1 415-655-0001 (toll)
Access code: **2630 557 8583**
26305578583@pusd.webex.com

Board Room, Room 236
351 S. HUDSON AVENUE
PASADENA, CA. 91101

Spanish and ASL Translation Services:
If you require translation, please send an email to publiccomment@pusd.us
at least 24 hours before the meeting start time.
Interpretación en español es disponible en la junta.

All noted time designations are approximate.

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Public Comment on Agendized and Non-Agendized Items. If you wish to address the Committee, please complete a yellow speaker card located at the entrance to the meeting room and provide it to the recording secretary at the beginning of the meeting, regardless of when you plan to speak. Please indicate on the card if you want to speak during the initial comment period at the beginning of the meeting or during a certain agenda item. Individual speakers shall be allowed one minute to address the Board on agenda and non-agenda items for a total of up to 10 minutes at the beginning of each regular meeting. Because of the Brown Act, neither the Committee nor Administration may respond to items not on the agenda but may ask clarifying questions only. A speaker's allotted time cannot be deferred to another speaker.

A. CALL TO ORDER	**6:30 PM**
B. PUBLIC COMMENT	**6:31 PM**
C. REVIEW AND APPROVAL OF MINUTES	**6:34 PM**

D. FACILITY PLANNING & CONSTRUCTION REPORTS **1. COC Chair's Liaison Report** *COC Chair liaison will provide an update of Measure O project expenditures and compliance with California Constitution and Education code.* **2. Construction Project Status Reports** *Facilities Director Manuel Carrasco will provide a Monthly Activity Report of Measure O projects.* **3. Security Camera Projects** *Director of Technology Albert Garcia will present a working document on the status of the security cameras for all PUSD sites.* **4. Bond Program & Construction Management Plan** *Facilities Director Manuel Carrasco will provide a status on the Bond Program & Construction Management Plan presented on February 1, 2024, including the status of filling vacant positions, and meeting the timeline of the Transition Plan.*	**6:35 PM** **6:38 PM** **6:41 PM** **6:44 PM**
E. STANDING REPORTS 1. **Health & Safety – Deferred Maintenance & Minor Repairs Report** *Facilities Director Manuel Carrasco will provide an update on designing a system of prioritization for Health & Safety - Deferred Maintenance & Minor Repairs projects* **2. Transportation Services** *The Facilities Director will provide an update on the transportation companies used and their reliability, including the number of trips successfully completed on time out of the total number of trips.*	**6:47 PM** **6:52 PM**
F. DISCUSSION ITEMS **1. Board Items Review (Capital Facilities/IT Projects to be Board Approved)** ○ 1729-F – Additional funding for NAZ Builders Program Advisors, Inc. ○ 1730-F – Renewal of the Sr. Project Manager Consultant Agreement with Sarkis Maissian, DBA Universal Construction Inc. for FY 2024-2025 ○ 1731-F – Health and Safety Projects for Summer 2024 ○ 1732-F – Muir Modernization Budget Reallocation ○ 1733-F – Project Request Audubon Safety Issues ○ 1734-F – NOC Shade Structures Installation Phase 1 ○ 1735-F – Playground Equipment Sierra Madre ES ○ 1736-F – NOC Roof Replacement Phase 2 Western ○ 1737-F – ADA Upgrades Shade Structure Phase 1 CA Services ○ 1738-F – ADA Upgrades Shade Structure Phase 1 Construction Award	**6:57 PM** **7:00 PM** **7:03 PM** **7:06 PM** **7:09 PM** **7:12 PM** **7:15 PM** **7:18 PM** **7:21 PM** **7:24 PM**
G. OLD BUSINESS **1. Gender-neutral Restrooms** *Facilities Director Manuel Carrasco will provide a chart of existing gender-neutral restrooms across the district.* **2. Facilities Master Plan - Facilities Condition Report** *Interim Superintendent Dr. Elizabeth Blanco will provide a document that includes the facilities condition report for all sites or other user-friendly documentation that can be exported from the Facilities Master Plan website.*	**7:27 PM** **7:30 PM**

3. Time & Motion Study *Facilities Director Manuel Carrasco will recommend format and content for reporting the status of Time & Motion study in quarterly Friday communique.*	**7:33 PM**
H. NEW BUSINESS **John Muir High School** *Facilities Director Manuel Carrasco will provide an update on the progress of the broken elevator in the K building, addressing sanitation of football field portable bathrooms, and possible plan to build restrooms.* **Don Benito Elementary School** *Facilities Director Manuel Carrasco will provide an update on the repair of rubberized surfaces and possible plan to repair asphalt.* **Campus Beautification Opportunities** *School community members will share their efforts and new ideas to beautify PUSD Schools.* **Presentation: "Strategies for Advancing Worker Equity and Local Business on District Construction Projects".** *Related to local hire initiatives and strategies. Presented by Glenn Gould & Sarine Abrahamian from Orbach, Huff, and Henderson LLP.*	**7:36 PM** **7:41 PM** **7:46 PM** **7:51 PM**
G. FUTURE AGENDA ITEMS	**7:57 PM**
F. ADJOURNMENT	**8:00 PM**

***Committees are advisory to the board and not decision-making bodies.**
All meetings are to be held on the second Tuesday of the month, except on the dates marked with "**".

Future Meeting Dates

May 14	September 10
June 11	October 23
July (dark)	November 12
August 13	December 10

PASADENA UNIFIED SCHOOL DISTRICT

FACILITIES AND CAPITAL PROJECTS COMMITTEE*

Meeting Minutes for Tuesday, March 12, 2024

- **Call to Order**
  - Meeting called to order at 6:35 PM.
  - Committee Attendees
    - Tina Fredericks, Michelle Richardson Bailey, Yarma Velazquez
  - Other Attendees
    - Manuel Carrasco, Albert Garcia, Elizabeth Blanco, Teo Sierra, Kim Kenne, Balvina Sheffield and Members of the public listed on sign in sheet. Four (4) attended virtually, listed on sign in sheet.

- **Public Comment**
  - John Muir Principal, Dr. Lawton Gray – raised concerns regarding broken elevator in Building K, and the need to upgrade bathroom facilities in the football field area.
  - Don Benito Principal, John Maynard - thanked committee for the APSA increase, and raised concerns on repairs needed to sections of school's rubberized surfaces and sections of cracked asphalt to avoid injuries.
  - Two (2) Public comment cards were received.

- **Review and Approval of Minutes**
  - Meeting Minutes reviewed. Request to replace all areas that say, "A committee member" with appropriate name of trustee that posed remarks. Trustee Michelle Bailey suggested limiting comments and only highlight pertinent information and decisions made by the committee. Trustee Michelle Bailey motioned to approve the minutes with said amendments. Motion seconded by Trustee Yarma Velasquez and committee. Motion passed.

- **Discussion Items**
  - COC Chairs Liaison Report
    - The last meeting was held on February 21, 2024.
    - New Chair Teo Sierra presented the liaison report items an introduced Dennis McNamara as the new Vice Chair.
    - COC member Steve Aquino stepped down as of February 12, 2024.
    - Reviewed seven (7) board reports; Board Reports 1710-F (dismissal of SafeworkCM) and 1711-F (bond counsel services) were brought back for review by the committee (had not been reviewed prior to Board approval). Facilities Director Manuel Carrasco shared plans to move forward (in the absence of SafeworkCM). Updates to follow. Board Report 1713-F was pulled for review before approval by the Board.
    - Reviewed the consolidated budget reports and discussed a missing project from Measure TT related to a John Muir HS project.
    - Facilities Director Manuel Carrasco will meet with SafeworkCM to continue receiving the financial reports (Kahua).
    - Next COC meeting is scheduled for March 27, 2024.

- Facility Planning & Construction Status Reports
  - Facilities Director Manuel Carrasco answered questions from the committee. Request for a monthly activity and costs summary report to be provided to committee members for review is still in process.
  - Gathering information of the missing John Muir entry on the financial reports.

- Project Status Updates – Security Camera Project
  - I.T. Director Albert Garcia updated the committee on status on the Security Camera Project. A pilot project included approximately 95 cameras being installed at John Muir and Pasadena High Schools. Future updates will be provided. I.T. Director Albert Garcia responded to the committee's questions.

- Bond Program & Construction Management Plan
  - Facilities Director Manuel Carrasco provided a status on the transition plan to replace SafeworkCM and the transfer of responsibilities to current in-house staff, including the appointment of Interim Program Manager Michael Dunning, the recruitment of new positions identified in the transition plan, and securing additional support by consulting group NAZ Building Program Advisors, Inc.
  - Facilities Director Manuel Carrasco responded to Trustee Tina Fredericks questions related to Interim Program Manager Michael Dunning, and new positions.

- **Standing Reports**
  - Health & Safety – Deferred Maintenance & Minor Repairs Report

    Facilities Director Manuel Carrasco provided an update on the comprehensive list presented to the Board in September (2024). Currently working to include the various health and safety items. Trustee Tina Fredericks posed questions related to a revised project list, and changes made to attachments on project cost amounts. Per Facilities Director Manuel Carrasco, changes were due to typographical errors regarding Eliot (boiler units), and revision of estimated costs for window replacements at Washington ES.

  - Follow up questions and discussion items posed by committee members and staff.
    - Trustee Tina Fredericks asked about the 5-year bond plan and summer repairs, and the difference between electrical service and electrical repairs. Facilities Director Manuel Carrasco explained the difference related to urgent repairs for summer projects and repairs related to health and safety repairs, and approval of funds to address these various issues.
  - Board Items Reviewed
    - 1717-F – Acceptance of the 2022-2023 Proposition 39 General Obligations Bond, Bond Building Funds, Measure II, and Measure O Financial and Performance Audits.
    - 1720-F – Approval of Award for the Marshall Softball Field Renovation Project.
    - 1721-F – Approval of Award for the Restroom Relocation for the Odyssey North Project.
    - 1722-F – Approval of Award for the Eliot MS Restroom Upgrade Design Project.
    - 1723-F – Approval of Award for the Sierra Madre ES Restroom Upgrade Design Project.
    - 1724-F – Approval of Award for the Willard ES Restroom Upgrade Design Project.
    - 1725-F – Approval of Measure O Community Oversight Committee (COC) One New Member.
    - 1726-F – Approval of Adoption – Arvin Union School District Bid #2022-23-001 – Campus Modernization Items & Services – TLC Choice LLC.

- 1727-F – Shades P2 Project Award

- Trustee Tina Fredericks pulled Board Report 1720-F Marshall Softball field, due to $150,000 difference between actual allocation and invoice. Facilities Director Manuel Carrasco clarified it was a Request for Proposal, with winning proposal at approximately $449 million dollars with expected change orders. Any unencumbered amounts would be redirected back to Measure O funds. Trustee Michelle Bailey asked about the possibility to legally limit change orders. Facilities Director Manuel Carrasco expects to keep change orders to a minimum but due to unforeseen conditions is not able to limit the number of change orders.

- Trustee Tina Fredericks addressed board reports regarding restroom upgrades and the possibility of incorporating gender-neutral restrooms within the designs of the upgrade. Facilities Director Manuel Carrasco explained these projects are to renovate existing restrooms. Most if not all schools have a gender-restroom option available but would need to confirm the actual amount.

- **Old Business – Update on Time and Motion Study and Project Labor Agreement**
  - **Time and Motion Study**. The Facilities Department has secured a subscription with CASBO Custodial Staffing Allocation and International Sanitary Supply Association (ISSA) Standards and Guidelines. Three in-house staff and an external consultant will utilize the information and share recommendations with the committee. Trustee Yarma Velasquez commented on the urgency to attain the cleanliness of all school sites in a timelier manner. Facilities Director Manuel Carrasco commented the Facilities Department will continue to work with the principals, as they communicate with their custodial teams the urgency and importance of the cleanliness of campuses. Trustee Michelle Bailey commented the appreciation (for Facilities Director Manuel Carrasco), for taking the time to plan and collaborate to create a good foundation by working with school administrators and staff to beautifying campuses. Facilities Director Manuel Carrasco responded that he and his team will continue to partner with the principals, head custodians/custodians, teamsters' union, and the leadership of SLT. Very optimistic for greater things to happen. Dialogue continued between the committee and staff on options and ideas.

  - **Project Labor Agreement Updates**
    Facilities Director Manuel Carrasco shared information on support attained through legal counsel and local hire initiatives to create policies to encourage local hire efforts and present a small business policy to the Board and incorporate into the bid packages. Trustee Michelle Bailey commented on possible challenges and the need to develop a good plan and incentives for successful results to avoid negative community feedback. Dialogue continued between the committee and staff on options and ideas.

- **New Business**
  - **Blair Middle School Elevator** – Facilities Director Manuel Carrasco provided an update on finalizing the repair of the elevators due to delays in supply of parts needed to make the repairs. The school's administration is aware of current delay situations.
  - **Odyssey Potential Site Improvements** – Facilities Director Manual Carrasco and Dr. Carlos Saldana-Garcia toured the Odyssey campuses and areas needing improvements. In discussion with the District about funding sources. Good news - repair was completed on the Edison playground area that had a hazardous ditch.
  - **Gender-neutral Restrooms** – Facilities Director Manuel Carrasco is still gathering information to provide options for campuses. A summary chart will be provided at the next meeting, of the exact count of gender-neutral restrooms currently accessible at each campus.

- **Updated Facilities Master Plan** – Interim Superintendent Dr. Elizabeth Blanco and Facilities Director Manuel Carrasco shared the option for the Board to approve investment to hire a company to update the Facilities Master Plan, with emphasis to include to a Facilities Condition Report. This will provide a better picture of what is needed to improve conditions and the use of charter schools and future staff housing. Previous company (DLR) will continue to be included in future planning. Trustee Michelle Bailey commented that this should be brought to the full Board for discussion.

- **Future Agenda Items** - None

- **Adjournment**
  - Meeting adjourned at 8:27 pm.

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
03High 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
03High schools
04 Charter Schools
05 Private Schools
06 Educational Technology (Districtwide Projects in Capital for Technology)
O7 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
03High schools
04 Charter Schools
05 Private Schools
06 Educational Technology (Districtwide Projects in Capital for Technology)
O7 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.

PASADENA
Unified School District
FACILITIES DEPARTMENT

Facilities Committee Meeting Report - Project Updates (April 2024)

Introduction:

This report briefly updates the progress of various facilities projects currently underway within the school district.

Summer 2024 Health and Safety: Field Improvement Public Works Projects

- **Schools:** Eliot MS, Willard Elem, Sierra Madre Elem.
- **Status:** Jobwalk completed on April 3rd, 9 Contractors attended.
- **Next Steps:** Bid opening is scheduled for April 24th.

Audubon Campus Safety Projects

- **Status:** Scope of work for safety projects at Audubon Campus has been developed.
- **Next Steps:** Awaiting board approval before the next steps for this project.

John Muir Gym Modernization

- **Project:** Restroom, Electrical, and Wet Utilities Evaluation.
- **Status:** Evaluation of restrooms, electrical, and wet utilities for John Muir Gym modernization project is complete.
- **Next Steps:** Awaiting board approval before the next steps for this project.

Districtwide Camera Replacement Project

- **Status:** Jobwalk for the districtwide camera replacement project was completed on April 4th, 19 Contractors attended.
- **Next Steps:** Bid opening for the camera replacement project is scheduled for April 25th.

Project Updates:

- **Madison Elementary School Auditorium Settlement Assessment:** A site visit with PUSD, PJHM, and Senior Structural Engineer Young Nam was conducted on February 27, to observe and assess ongoing building settlement at the Auditorium. Further testing is scheduled for April 6th.
- **Food Services Design Meetings:** On March 21st, the food service Director and Facilities Staff met with kitchen designers from LPA and PJHM to discuss the design of new kitchens for Madison and Longfellow Elementary Schools.
- **Underground Utility Scans:** McCarthy Subsurface completed utility scanning at Eliot and Willard as part of the utility upgrade projects.
- **Weekly Design Meetings:** Weekly design meetings are ongoing for Longfellow, Madison, and John Muir Modernization projects.

Eliot Middle School Health and Safety Project:

- Continued progress is being made on identifying the scope of health and safety improvements needed at Eliot Middle School.
- The project team is currently evaluating the condition of windows, lighting, and boiler systems.

COC Report (by Contract)

PUSD Projects

PASADENA Unified School District FACILITIES DEPARTMENT

Total Bond Funding - Measure O - Capital	$456,594,876.14
Current Budget Total	$388,567,055.82
Current Contracts Committed	$60,837,037.89
Payables Invoiced	$32,237,758.80
Unallocated Funds	$68,027,820.32

	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					**$179,967,587.59**	**$19,491,517.85**	**($50,635.94)**	**$19,440,881.91**	**$160,526,705.68**	**$8,118,641.45**	**$11,322,240.46**
School Name: Allendale Elementary					**$173,450.00**	**$3,450.00**	**$0.00**	**$3,450.00**	**$170,000.00**	**$3,450.00**	**$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
Project: Allendale ES ADA Compliance Survey & Tran					**$3,450.00**	**$3,450.00**	**$0.00**	**$3,450.00**	**$0.00**	**$3,450.00**	**$0.00**
1	Altadena ES - Allendale ES ADA Compliance Survey & Transition Plan De	Bureau Veritas Technical Assessments LLC				$3,450.00	$0.00	$3,450.00		$3,450.00	$0.00
School Name: Altadena Arts Magnet					**$1,342,255.74**	**$1,015,913.29**	**($79,414.11)**	**$936,499.18**	**$405,756.56**	**$776,529.28**	**$159,969.90**
Project: Altadena Phase 1 Reroofing Program					**$414,868.88**	**$485,413.89**	**($70,545.01)**	**$414,868.88**	**$0.00**	**$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 Alle					**$362,969.74**	**$371,838.84**	**($8,869.10)**	**$362,969.74**	**$0.00**	**$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	NIC Partners, Inc.	11/15/2022	6275		$29,814.84	($2,258.85)	$27,555.99		$27,555.99	$0.00
3	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
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					**$317,173.56**	**$123,570.00**	**$0.00**	**$123,570.00**	**$193,603.56**	**$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 & Trans					**$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 De	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

PASADENA Unified School District FACILITIES DEPARTMENT

	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 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
	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 Intercom					$0.00	$0.00	$0.00		$0.00	$0.00
	Project: Altadena ES Chiller Temporary Cooling				**$14,976.00**	**$14,976.00**	**$0.00**	**$14,976.00**	**$0.00**	**$14,976.00**	**$0.00**
1	Altadena ES - Altadena ES Chiller Temporary Cooling	Southland Energy	1/24/2024	5630		$14,976.00	$0.00	$14,976.00		$14,976.00	$0.00
	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				**$7,855,605.05**	**$1,372,965.80**	**$3,655.90**	**$1,376,621.70**	**$6,478,983.35**	**$721,292.09**	**$655,329.61**
	Project: Don Benito Phase 2 Reroofing Program				**$827,680.77**	**$824,024.87**	**$3,655.90**	**$827,680.77**	**$0.00**	**$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				**$81,495.00**	**$81,495.00**	**$0.00**	**$81,495.00**	**$0.00**	**$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 & Tra				**$5,664.56**	**$5,664.56**	**$0.00**	**$5,664.56**	**$0.00**	**$2,549.05**	**$3,115.51**
1	Don Benito ES - Don Benito 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 &				**$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	Flewelling & Moody	11/20/2023	6210		$13,574.40	$0.00	$13,574.40		$1,292.80	$12,281.60
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

COC Report (by Contract)

PUSD Projects

PASADENA Unified School District FACILITIES DEPARTMENT

	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	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
	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 Kitche	PBWS Architects		6210		$389,000.00	$0.00	$389,000.00		$0.00	$389,000.00
	School Name: Field Elementary				**$1,127,437.39**	**$1,016,779.15**	**$68,505.24**	**$1,085,284.39**	**$42,153.00**	**$875,597.54**	**$209,686.85**
	Project: Field Phase 1 Shade Structure Program				**$380,161.59**	**$348,954.59**	**$31,207.00**	**$380,161.59**	**$0.00**	**$192,041.20**	**$188,120.39**
1	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
2	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
3	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
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	SoCal Flow Testing	3/3/2023	6250		$620.00	$0.00	$620.00		$620.00	$0.00
6	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
7	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
8	Field ES - Field Phase 1 Shade Structure Program	Arcadis/IBI	5/26/2023	6210		$68,592.00	$31,207.00	$99,799.00		$69,352.44	$30,446.56
9	Field ES - Field Phase 1 Shade Structure Program	USA SHADE & Fabric Structure	2/14/2023	6270		$112,881.12	$0.00	$112,881.12		$112,881.12	$0.00
10	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
	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	Flewelling & Moody	10/5/2022	6210		$11,960.00	$21,423.24	$33,383.24		$33,383.24	$0.00
2	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
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

COC Report (by Contract)

PUSD Projects

PASADENA Unified School District FACILITIES DEPARTMENT

	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 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
	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 Systen					$0.00	$0.00	$0.00		$0.00	$0.00
	School Name: Franklin Elementary (Closed)				**$57,750.00**	**$57,750.00**	**$0.00**	**$57,750.00**	**$0.00**	**$3,450.00**	**$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
	Project: Franklin ES ADA Compliance Survey & Trans				**$3,450.00**	**$3,450.00**	**$0.00**	**$3,450.00**	**$0.00**	**$3,450.00**	**$0.00**
1	Altadena ES - Franklin ES ADA Compliance Survey & Transition Plan Dev	Bureau Veritas Technical Assessments LLC				$3,450.00	$0.00	$3,450.00		$3,450.00	$0.00
	School Name: Hamilton Elementary				**$347,549.64**	**$270,564.89**	**$33,355.00**	**$303,919.89**	**$43,629.75**	**$132,250.02**	**$171,669.87**
	Project: Hamilton Phase 1 Shade Structure Program				**$255,448.36**	**$222,093.36**	**$33,355.00**	**$255,448.36**	**$0.00**	**$129,700.97**	**$125,747.39**
1	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
2	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
3	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
4	Hamilton ES - Hamilton Phase 1 Shade Structure Program	Smith-Emery Laboratories	9/8/2023	6280		$2,208.21	$0.00	$2,208.21		$2,208.21	$0.00
5	Hamilton ES - Hamilton Phase 1 Shade Structure Program	USA SHADE & Fabric Structure	2/13/2023	6270		$56,330.06	$0.00	$56,330.06		$56,330.06	$0.00
6	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
7	Hamilton ES - Hamilton Phase 1 Shade Structure Program	Vital Inspection Services	10/10/2023	6285		$4,410.00	$0.00	$4,410.00		$2,520.00	$1,890.00
8	Hamilton ES - Hamilton Phase 1 Shade Structure Program	Arcadis/IBI	5/26/2023	6210		$58,120.00	$33,355.00	$91,475.00		$63,246.44	$28,228.56
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

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PASADENA Unified School District FACILITIES DEPARTMENT

	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: 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 & G				**$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		$1,796.97	$0.00	$1,796.97		$0.00	$1,796.97
2	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
	School Name: Jackson STEM Dual Language Magnet Academy				**$598,539.09**	**$176,844.36**	**$0.00**	**$176,844.36**	**$421,694.73**	**$2,549.05**	**$174,295.31**
	Project: Jackson Shade Structure - Phase 2				**$495,721.53**	**$115,992.00**	**$0.00**	**$115,992.00**	**$379,729.53**	**$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				**$5,664.56**	**$5,664.56**	**$0.00**	**$5,664.56**	**$0.00**	**$2,549.05**	**$3,115.51**
1	Jackson ES - Jackson ES ADA Compliance Survey & Transition Plan Dev	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 Intercom	Dell Computers				$187.80	$0.00	$187.80		$0.00	$187.80
	School Name: Jefferson Elementary				**$210,362.57**	**$200,820.14**	**($33,909.72)**	**$166,910.42**	**$43,452.15**	**$156,962.31**	**$9,948.11**
	Project: Jefferson CC Phase 1 Reroofing Program				**$160,900.85**	**$194,810.57**	**($33,909.72)**	**$160,900.85**	**$0.00**	**$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 &				**$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

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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
	Project: Jefferson ES ADA Compliance Survey & Tran				**$4,025.00**	**$4,025.00**	**$0.00**	**$4,025.00**	**$0.00**	**$4,025.00**	**$0.00**
1	Altadena ES - Jefferson ES ADA Compliance Survey & Transition Plan De	Bureau Veritas Technical Assessments LLC				$4,025.00	$0.00	$4,025.00		$4,025.00	$0.00
	School Name: Linda Vista Elementary				**$33,097.00**	**$33,097.00**	**$0.00**	**$33,097.00**	**$0.00**	**$33,097.00**	**$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
	Project: Linda Vista ES ADA Compliance Survey & Tra				**$2,300.00**	**$2,300.00**	**$0.00**	**$2,300.00**	**$0.00**	**$2,300.00**	**$0.00**
1	Altadena ES - Linda Vista ES ADA Compliance Survey & Transition Plan D	Bureau Veritas Technical Assessments LLC				$2,300.00	$0.00	$2,300.00		$2,300.00	$0.00
	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

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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				**$38,274,593.72**	**$3,611,968.59**	**($63,503.47)**	**$3,548,465.12**	**$34,726,128.60**	**$1,019,898.21**	**$2,528,566.91**
	Project: Madison Phase 1 Reroofing Program				**$841,532.30**	**$939,010.77**	**($97,478.47)**	**$841,532.30**	**$0.00**	**$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				**$327,780.14**	**$293,805.14**	**$33,975.00**	**$327,780.14**	**$0.00**	**$215,344.43**	**$112,435.71**
1	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
2	Madison ES - Madison Phase 1 Shade Structure Program	USA SHADE & Fabric Structure		6270		$103,474.96	$0.00	$103,474.96		$103,474.96	$0.00
3	Madison ES - Madison Phase 1 Shade Structure Program	Arcadis/IBI		6210		$72,237.00	$33,975.00	$106,212.00		$77,801.12	$28,410.88
4	Madison ES - Madison Phase 1 Shade Structure Program	NAC Architecture		6210		$2,500.00	$0.00	$2,500.00		$2,499.17	$0.83
5	Madison ES - Madison Phase 1 Shade Structure Program	Pasadena Water & Power		6260		$200.00	$0.00	$200.00		$200.00	$0.00
6	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
7	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
8	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
9	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
10	Madison ES - Madison Phase 1 Shade Structure Program	Omega Construction Company, Inc.		6270		$0.00	$0.00	$0.00		$0.00	$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	PJHM Achitects				$2,317,500.00	$0.00	$2,317,500.00		$0.00	$2,317,500.00
2	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
	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

COC Report (by Contract)

PUSD Projects

PASADENA Unified School District FACILITIES DEPARTMENT

	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: 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		$1,786.97	$0.00	$1,786.97		$0.00	$1,786.97
2	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
	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
	Project: Madison ES Emergency Chiller Repair				**$689,696.00**	**$0.00**	**$0.00**	**$0.00**	**$689,696.00**	**$0.00**	**$0.00**
1	Madison ES - Madison ES Emergency Chiller Repair					$0.00	$0.00	$0.00		$0.00	$0.00
	School Name: Norma Coombs Elementary				**$2,374,752.49**	**$2,127,157.74**	**$33,965.00**	**$2,161,122.74**	**$213,629.75**	**$1,355,363.97**	**$805,758.77**
	Project: Norma Coombs Phase 1 Shade Structure Pro				**$322,160.06**	**$293,195.06**	**$28,965.00**	**$322,160.06**	**$0.00**	**$239,633.07**	**$82,526.99**
1	Norma Coombs ES - Norma Coombs Phase 1 Shade Structure Program	USA SHADE & Fabric Structure		6270		$168,990.18	$0.00	$168,990.18		$168,990.18	$0.00
2	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
3	Norma Coombs ES - Norma Coombs Phase 1 Shade Structure Program	Pasadena Water & Power		6260		$200.00	$0.00	$200.00		$200.00	$0.00
4	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
5	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
6	Norma Coombs ES - Norma Coombs Phase 1 Shade Structure Program	Vital Inspection Services	9/19/2023	6285		$8,190.00	$0.00	$8,190.00		$4,620.00	$3,570.00
7	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
8	Norma Coombs ES - Norma Coombs Phase 1 Shade Structure Program	Arcadis/IBI		6210		$65,345.00	$28,965.00	$94,310.00		$61,105.84	$33,204.16
	Project: Norma Coombs Phase 2 Reroofing Program				**$1,635,083.15**	**$1,630,083.15**	**$5,000.00**	**$1,635,083.15**	**$0.00**	**$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	Best Contracting Services		6270		$1,622,966.25	$5,000.00	$1,627,966.25		$974,700.25	$653,266.00

COC Report (by Contract)

PUSD Projects

PASADENA Unified School District FACILITIES DEPARTMENT

	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	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
	Project: Norma Coombs HVAC Replacement				**$149,408.00**	**$149,408.00**	**$0.00**	**$149,408.00**	**$0.00**	**$132,437.60**	**$16,970.40**
1	Norma Coombs ES - Norma Coombs HVAC Replacement	Diversified Thermal Services		6270		$149,408.00	$0.00	$149,408.00		$132,437.60	$16,970.40
	Project: Norma Coombs ES ADA Compliance Survey &				**$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 & Trans	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 Replacemer				**$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 & G	Dell Computers	10/2/2023	6450		$10.00	$0.00	$10.00		$0.00	$10.00
2	Norma Coombs ES - Norma Coombs ES Front Entry Security Camera & G	Dell Computers	10/2/2023	6450		$1,796.97	$0.00	$1,796.97		$0.00	$1,796.97
	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)				**$96,386.72**	**$52,756.97**	**$0.00**	**$52,756.97**	**$43,629.75**	**$3,450.00**	**$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 & Gue	Dell Computers	12/2/2023	6450		$10.00	$0.00	$10.00		$0.00	$10.00
2	Roosevelt ES (Closed) - Roosevelt ES Front Entry Security Camera & Gue	Dell Computers	10/2/2023	6450		$1,796.97	$0.00	$1,796.97		$0.00	$1,796.97
	Project: Roosevelt ES ADA Compliance Survey & Trar				**$3,450.00**	**$3,450.00**	**$0.00**	**$3,450.00**	**$0.00**	**$3,450.00**	**$0.00**
1	Altadena ES - Roosevelt ES ADA Compliance Survey & Transition Plan D	Bureau Veritas Technical Assessments LLC				$3,450.00	$0.00	$3,450.00		$3,450.00	$0.00

COC Report (by Contract)

PUSD Projects

PASADENA Unified School District FACILITIES DEPARTMENT

	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:	**San Rafael Elementary**				**$36,571,052.05**	**$971,411.55**	**$5,000.00**	**$976,411.55**	**$35,594,640.50**	**$653,847.73**	**$322,563.82**
Project:	**San Rafael Phase 2 Reroofing Program**				**$746,960.77**	**$741,960.77**	**$5,000.00**	**$746,960.77**	**$0.00**	**$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	Bureau Veritas Technical Assessments LLC	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
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**				**$34,620,586.00**	**$0.00**	**$0.00**	**$0.00**	**$34,620,586.00**	**$0.00**	**$0.00**
1	San Rafael ES - San Rafael ES Modernization Project					$0.00	$0.00	$0.00		$0.00	$0.00
Project:	**San Rafael ES Electrical Upgrade**				**$627,264.00**	**$0.00**	**$0.00**	**$0.00**	**$627,264.00**	**$0.00**	**$0.00**
1	San Rafael ES - San Rafael ES Electrical Upgrade					$0.00	$0.00	$0.00		$0.00	$0.00
School Name:	**Sierra Madre Elementary**				**$10,947,834.40**	**$3,936,695.58**	**($39,652.53)**	**$3,897,043.05**	**$7,050,791.35**	**$931,826.26**	**$2,965,216.79**
Project:	**Sierra Madre ES Phase 1 Reroofing Program**				**$284,015.80**	**$323,668.33**	**($39,652.53)**	**$284,015.80**	**$0.00**	**$269,047.31**	**$14,968.49**
1	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

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2	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
	Project: Sierra Madre ES Central Plant Upgrades				**$3,003,741.00**	**$2,973,325.00**	**$0.00**	**$2,973,325.00**	**$30,416.00**	**$641,724.90**	**$2,331,600.10**
1	Sierra Madre ES - Sierra Madre ES Central Plant Upgrades	Southland		6270		$2,671,702.00	$0.00	$2,671,702.00		$145,811.00	$2,525,891.00
2	Sierra Madre ES - Sierra Madre ES Central Plant Upgrades	Southland		6210		$301,623.00	$0.00	$301,623.00		$495,913.90	($194,290.90)
	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 Prc	Flewelling & Moody		6210		$121,459.00	$0.00	$121,459.00		$0.00	$121,459.00
2	Sierra Madre ES - Sierra Madre ES Restroom and Utility Infrastructure Prc	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 Prc	McCarthy Building Companies Inc.				$76,000.00	$0.00	$76,000.00		$0.00	$76,000.00
	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				**$462,769.45**	**$118,012.00**	**$0.00**	**$118,012.00**	**$344,757.45**	**$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
	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					$187.80	$0.00	$187.80		$0.00	$187.80
2	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

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3	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
	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				**$636,974.10**	**$352,543.92**	**$32,463.00**	**$385,006.92**	**$251,967.18**	**$285,244.91**	**$99,762.01**
	Project: Washington ES Phase 1 Shade Structure Pro				**$318,768.35**	**$286,305.35**	**$32,463.00**	**$318,768.35**	**$0.00**	**$278,447.43**	**$40,320.92**
1	Washington ES - Washington ES Phase 1 Shade Structure Program	USA SHADE & Fabric Structure		6270		$195,278.10	$0.00	$195,278.10		$195,278.10	$0.00
2	Washington ES - Washington ES Phase 1 Shade Structure Program	Arcadis/IBI		6210		$79,411.00	$32,463.00	$111,874.00		$75,705.93	$36,168.07
3	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
4	Washington ES - Washington ES Phase 1 Shade Structure Program	Pasadena Water & Power		6260		$200.00	$0.00	$200.00		$200.00	$0.00
5	Washington ES - Washington ES Phase 1 Shade Structure Program	SoCal Flow Testing		6260		$620.00	$0.00	$620.00		$620.00	$0.00
6	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
7	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
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
	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

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	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				**$31,885,241.41**	**$1,649,646.66**	**($11,100.25)**	**$1,638,546.41**	**$30,246,695.00**	**$1,158,734.98**	**$479,811.43**
	Project: Webster Phase 1 Reroofing Program				**$432,396.67**	**$481,496.92**	**($49,100.25)**	**$432,396.67**	**$0.00**	**$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				**$232,585.18**	**$194,585.18**	**$38,000.00**	**$232,585.18**	**$0.00**	**$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
	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

COC Report (by Contract)

PUSD Projects

PASADENA Unified School District FACILITIES DEPARTMENT

	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**				**$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	Flewelling & Moody		6210		$93,050.00	$0.00	$93,050.00		$0.00	$93,050.00
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	Environmental Assistance Group				$2,347.00	$0.00	$2,347.00		$0.00	$2,347.00
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		$1,786.97	$0.00	$1,786.97		$0.00	$1,786.97
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		$10.00	$0.00	$10.00		$0.00	$10.00
School Type:	**02 - Middle Schools**				**$14,698,105.74**	**$3,920,158.13**	**$19,469.60**	**$3,939,627.73**	**$10,758,478.01**	**$2,869,855.64**	**$1,069,772.09**
School Name:	**Eliot Arts Magnet Academy**				**$9,468,263.70**	**$1,223,007.68**	**($27,538.40)**	**$1,195,469.28**	**$8,272,794.42**	**$805,600.48**	**$389,868.80**
Project:	**Eliot Phase 1 Reroofing Program**				**$843,528.38**	**$871,066.78**	**($27,538.40)**	**$843,528.38**	**$0.00**	**$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

COC Report (by Contract)

PUSD Projects

PASADENA Unified School District FACILITIES DEPARTMENT

	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: 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	Environmental Assistance Group				$3,765.00	$0.00	$3,765.00		$0.00	$3,765.00
2	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
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		$1,796.97	$0.00	$1,796.97		$0.00	$1,796.97
2	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
	School Name: McKinley Middle				**$2,703,488.74**	**$2,454,515.54**	**$37,008.00**	**$2,491,523.54**	**$211,965.20**	**$2,055,509.42**	**$436,014.12**
	Project: McKinley K8 School Phase 1 Shade Structure				**$265,259.96**	**$233,251.96**	**$32,008.00**	**$265,259.96**	**$0.00**	**$189,808.77**	**$75,451.19**
1	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
2	McKinley MS - McKinley K8 School Phase 1 Shade Structure Program	Vital Inspection Services	9/1/2023	6285		$10,920.00	$0.00	$10,920.00		$7,140.00	$3,780.00
3	McKinley MS - McKinley K8 School Phase 1 Shade Structure Program	USA SHADE & Fabric Structure		6270		$103,474.96	$0.00	$103,474.96		$103,474.96	$0.00
4	McKinley MS - McKinley K8 School Phase 1 Shade Structure Program	Pasadena Water & Power		6260		$200.00	$0.00	$200.00		$200.00	$0.00
5	McKinley MS - McKinley K8 School Phase 1 Shade Structure Program	SoCal Flow Testing		6260		$620.00	$0.00	$620.00		$620.00	$0.00
6	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
7	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
8	McKinley MS - McKinley K8 School Phase 1 Shade Structure Program	Arcadis/IBI		6210		$72,691.00	$32,008.00	$104,699.00		$73,451.44	$31,247.56

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9	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
	Project: McKinley Phase 2 Reroofing Program				**$2,115,034.85**	**$2,110,034.85**	**$5,000.00**	**$2,115,034.85**	**$0.00**	**$1,861,452.23**	**$253,582.62**
1	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
2	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
	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
	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	Flewelling & Moody	11/20/2023	6210		$13,067.25	$0.00	$13,067.25		$248.90	$12,818.35
2	Octavia E. Butler MS - Octavia E. Butler MS Front Entry Security Camera	Dell Computers				$185.80	$0.00	$185.80		$0.00	$185.80

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	Project: Octavia Butler MS Digital Camera Replacemer				**$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
	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

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PASADENA Unified School District FACILITIES DEPARTMENT

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School Type:	**03 - High Schools**				**$115,476,212.27**	**$20,330,623.31**	**$293,196.67**	**$20,623,819.98**	**$94,852,392.29**	**$9,800,670.38**	**$10,823,149.60**
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 & Transitio**				**$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		$10.00	$0.00	$10.00		$0.00	$10.00
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		$1,796.97	$0.00	$1,796.97		$0.00	$1,796.97
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**				**$55,372,022.41**	**$5,843,406.21**	**$16,397.00**	**$5,859,803.21**	**$49,512,219.20**	**$3,194,546.96**	**$2,665,256.25**
Project:	**John Muir Phase 1 Reroofing Program**				**$3,361,048.87**	**$3,344,651.87**	**$16,397.00**	**$3,361,048.87**	**$0.00**	**$3,177,553.28**	**$183,495.59**
1	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
2	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
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	Huckabee & Associates		6210		$2,284,000.00	$0.00	$2,284,000.00		$0.00	$2,284,000.00
2	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

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PUSD Projects

PASADENA Unified School District FACILITIES DEPARTMENT

	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 HS ADA Compliance Survey & Trar				**$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 [	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 Interc	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				**$28,237,349.63**	**$4,003,429.61**	**$269,725.92**	**$4,273,155.53**	**$23,964,194.10**	**$2,916,469.95**	**$1,356,685.58**
	Project: Marshall Phase 1 Reroofing Program				**$1,467,520.19**	**$1,475,488.09**	**($7,967.90)**	**$1,467,520.19**	**$0.00**	**$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				**$2,051,254.52**	**$1,806,413.70**	**$244,840.82**	**$2,051,254.52**	**$0.00**	**$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**	**$573,010.90**	**$32,853.00**	**$605,863.90**	**($33,048.10)**	**$56,200.00**	**$549,663.90**
1	Marshall HS - Marshall Softball Repair and Renovation	Abigail Electric, Inc.		6270		$509,612.80	$0.00	$509,612.80		$0.00	$509,612.80
2	Marshall HS - Marshall Softball Repair and Renovation	Smith-Emery Laboratories				$33,048.10	$0.00	$33,048.10		$0.00	$33,048.10
3	Marshall HS - Marshall Softball Repair and Renovation	IMEG		6140		$8,350.00	$3,650.00	$12,000.00		$12,000.00	$0.00
4	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
	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

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PUSD Projects

PASADENA Unified School District FACILITIES DEPARTMENT

	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: 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				**$31,322,517.02**	**$10,404,025.03**	**$7,073.75**	**$10,411,098.78**	**$20,911,418.24**	**$3,675,719.97**	**$6,735,378.81**
	Project: PHS Phase 1 Reroofing Program				**$3,695,509.61**	**$3,687,554.61**	**$7,955.00**	**$3,695,509.61**	**$0.00**	**$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)	DSA	10/12/2023	6230		$38,580.00	$0.00	$38,580.00		$38,580.00	$0.00
3	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
	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

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PUSD Projects

PASADENA Unified School District FACILITIES DEPARTMENT

	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: 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 &				**$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		$1,796.97	$0.00	$1,796.97		$0.00	$1,796.97
2	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
	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
	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

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PUSD Projects

PASADENA Unified School District FACILITIES DEPARTMENT

	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: 04 - Charter Schools					**$1,463,691.82**	**$1,407,249.87**	**$13,000.00**	**$1,420,249.87**	**$43,441.95**	**$1,215,079.58**	**$205,170.29**
School Name: Cleveland - Alma Fuerte CS - ECDP					**$453,301.29**	**$404,859.34**	**$5,000.00**	**$409,859.34**	**$43,441.95**	**$347,175.52**	**$62,683.82**
Project: Cleveland ES Phase 2 Reroofing Program					**$366,864.57**	**$361,864.57**	**$5,000.00**	**$366,864.57**	**$0.00**	**$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 &					**$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	10/2/2023	6450		$1,796.97	$0.00	$1,796.97		$0.00	$1,796.97
2	Cleveland ES - Cleveland ES - Front Entry Security Camera & Guest Inter	Dell Computers		6450		$10.00	$0.00	$10.00		$0.00	$10.00
3	Cleveland ES - Cleveland ES - Front Entry Security Camera & Guest Inter	Dell Computers				$187.80	$0.00	$187.80		$0.00	$187.80
School Name: Loma Alta - Oak Knoll - Pasadena Rosebud Academy					**$1,010,390.53**	**$1,002,390.53**	**$8,000.00**	**$1,010,390.53**	**$0.00**	**$867,904.06**	**$142,486.47**
Project: Loma Alta Phase 2 Reroofing Program					**$796,696.53**	**$788,696.53**	**$8,000.00**	**$796,696.53**	**$0.00**	**$678,194.76**	**$118,501.77**
1	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
2	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
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
School Type: 06 - Educational Technology					**$457,375.57**	**$448,893.82**	**$8,481.75**	**$457,375.57**	**$0.00**	**$457,375.57**	**$0.00**
School Name: Districtwide Projects					**$457,375.57**	**$448,893.82**	**$8,481.75**	**$457,375.57**	**$0.00**	**$457,375.57**	**$0.00**
Project: Districtwide IP Phone Upgrade					**$457,375.57**	**$448,893.82**	**$8,481.75**	**$457,375.57**	**$0.00**	**$457,375.57**	**$0.00**
1	Districtwide Facilities Support - Districtwide IP Phone Upgrade	NIC Partners, Inc.		6450		$424,087.57	$8,481.75	$432,569.32		$432,569.32	$0.00
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

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PUSD Projects

PASADENA Unified School District FACILITIES DEPARTMENT

	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: 07 - Facilities					**$27,454,082.83**	**$14,056,929.98**	**$718,152.85**	**$14,775,082.83**	**$12,679,000.00**	**$9,776,136.18**	**$4,998,946.65**
School Name: District Service Center					**$27,454,082.83**	**$14,056,929.98**	**$718,152.85**	**$14,775,082.83**	**$12,679,000.00**	**$9,776,136.18**	**$4,998,946.65**
Project: DSC Phase 1 Reroofing Program					**$1,878,872.69**	**$1,857,989.19**	**$20,883.50**	**$1,878,872.69**	**$0.00**	**$1,775,735.97**	**$103,136.72**
1	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)
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	Best Contracting Services		6270		$1,841,670.39	$20,883.50	$1,862,553.89		$1,749,586.87	$112,967.02
Project: Facilities Ops FY 21- 22, 22-23, 23-24					**$12,555,249.58**	**$11,869,596.23**	**$730,653.35**	**$12,600,249.58**	**($45,000.00)**	**$7,771,564.23**	**$4,828,685.35**
1	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
2	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
3	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
4	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)
5	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
6	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
7	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
8	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
9	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
10	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
11	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
12	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)
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
14	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
15	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
16	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
17	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	Universal Construction		6265		$137,812.50	($115,504.50)	$22,308.00		$100,285.00	($77,977.00)
18	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
19	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

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PUSD Projects

PASADENA Unified School District FACILITIES DEPARTMENT

	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
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	Colbi		6260		$60,000.00	$0.00	$60,000.00		$60,000.00	$0.00
24	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	Universal Construction		6265		$194,184.00	$0.00	$194,184.00		$128,813.00	$65,371.00
25	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
26	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
27	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	Jeff C Marderosian	3/21/2024	5820		$45,000.00	$0.00	$45,000.00		$0.00	$45,000.00
28	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
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	Pasadena Journal		6260		$10,000.00	($7,822.00)	$2,178.00		$2,178.00	$0.00
31	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
32	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
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		$800.00	$49,200.00
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	Staples	8/10/2023	4310		$20,000.00	$0.00	$20,000.00		$3,516.03	$16,483.97
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
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		$17,741.84	$12,258.16
43	District Service Center - Facilities Ops FY 21- 22, 22-23, 23-24	Crisp		6260		$5,000.00	$0.00	$5,000.00		$292.69	$4,707.31
44	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
45	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

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PUSD Projects

PASADENA Unified School District FACILITIES DEPARTMENT

	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 Turnkey Design and Constructio				**$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 Ca	Education Housing Partners, Inc.	12/15/2022	5810		$160,000.00	$0.00	$160,000.00		$135,370.93	$24,629.07
	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: District Offices ADA Compliance Survey & Tr				**$5,664.56**	**$5,664.56**	**$0.00**	**$5,664.56**	**$0.00**	**$2,549.05**	**$3,115.51**
1	Ed Center - District Offices ADA Compliance Survey & Transition Plan Dev	Bureau Veritas Technical Assessments LLC	2/5/2024	6140		$5,664.56	$0.00	$5,664.56		$2,549.05	$3,115.51
	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 Entr				**$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
	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

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PASADENA Unified School District FACILITIES DEPARTMENT

	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 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
	Project: Hodges ADA Compliance Survey & Transitior				**$3,450.00**	**$3,450.00**	**$0.00**	**$3,450.00**	**$0.00**	**$3,450.00**	**$0.00**
1	District Service Center - Hodges ADA Compliance Survey & Transition Pla	Bureau Veritas Technical Assessments LLC				$3,450.00	$0.00	$3,450.00		$3,450.00	$0.00
	Project: La Casita ADA Compliance Survey & Transiti				**$3,450.00**	**$3,450.00**	**$0.00**	**$3,450.00**	**$0.00**	**$3,450.00**	**$0.00**
1	Ed Center - La Casita ADA Compliance Survey & Transition Plan Develop	Bureau Veritas Technical Assessments LLC				$3,450.00	$0.00	$3,450.00		$3,450.00	$0.00
School Type:	**PUSD Projects**				**$49,050,000.00**	**$180,000.00**	**$0.00**	**$180,000.00**	**$48,870,000.00**	**$0.00**	**$180,000.00**
School Name:	**08 - Budget, Allowance and Contingency Accounts**				**$49,050,000.00**	**$180,000.00**	**$0.00**	**$180,000.00**	**$48,870,000.00**	**$0.00**	**$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: 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
	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

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PUSD Projects

PASADENA Unified School District FACILITIES DEPARTMENT

	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: 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:		**$388,567,055.82**	**$59,835,372.96**	**$1,001,664.93**	**$60,837,037.89**	**$327,730,017.93**	**$32,237,758.80**	**$28,599,279.09**

COC Report (by Contract)

PUSD Projects

PASADENA Unified School District FACILITIES DEPARTMENT

Total Bond Funding - Measure O - ITS	$59,878,064.35
Current Budget Total	$28,419,718.06
Current Contracts Committed	$23,741,754.90
Payables Invoiced	$16,724,745.87
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 Classroon	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				**$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 Elementary				**$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

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PUSD Projects

PASADENA Unified School District FACILITIES DEPARTMENT

	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 Classroon	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

COC Report (by Contract)

PUSD Projects

PASADENA Unified School District FACILITIES DEPARTMENT

	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 Stude	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 Stude**				**$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

PASADENA Unified School District FACILITIES DEPARTMENT

	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 Studen**				**$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 Displays**				**$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**	**$22,854,642.43**	**($19,907.05)**	**$22,834,735.38**	**$7,963.16**	**$16,649,512.06**	**$6,185,223.32**
School Name:	**Districtwide Projects**				**$22,842,698.54**	**$22,854,642.43**	**($19,907.05)**	**$22,834,735.38**	**$7,963.16**	**$16,649,512.06**	**$6,185,223.32**
Project:	**Districtwide Staff Device Refresh**				**$7,922,259.69**	**$7,914,296.53**	**$0.00**	**$7,914,296.53**	**$7,963.16**	**$4,807,709.61**	**$3,106,586.92**
1	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
2	Districtwide Facilities Support - Districtwide Staff Device Refresh	Dell Computers	1/19/2024			$6,077,141.99	$0.00	$6,077,141.99		$3,056,417.06	$3,020,724.93
3	Districtwide Facilities Support - Districtwide Staff Device Refresh	Kanavel Group				$301,725.00	$0.00	$301,725.00		$272,981.25	$28,743.75
4	Districtwide Facilities Support - Districtwide Staff Device Refresh	Kanavel Group				$28,743.75	$0.00	$28,743.75		$0.00	$28,743.75

COC Report (by Contract)

PUSD Projects

PASADENA Unified School District FACILITIES DEPARTMENT

	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 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	Dell Computers				$1,152,046.46	$0.00	$1,152,046.46		$1,152,046.46	$0.00
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	NIC Partners, Inc.				$177,202.08	$0.00	$177,202.08		$177,202.08	$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	Dell Computers				$12,076,025.40	$0.00	$12,076,025.40		$9,057,019.10	$3,019,006.30
2	Districtwide Facilities Support - Districtwide Student Device Refresh	STS				$492,360.00	$0.00	$492,360.00		$492,360.00	$0.00
	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

PASADENA Unified School District FACILITIES DEPARTMENT

	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**	**$23,761,661.95**	**($19,907.05)**	**$23,741,754.90**	**$4,677,963.16**	**$16,724,745.87**	**$7,017,009.03**

COC Report (by Project)

PUSD Projects

PASADENA Unified School District FACILITIES DEPARTMENT

Total Bond Funding - Measure O - Capital	$456,594,876.14
Current Budget Total	$388,567,055.82
Current Contracts Committed	$60,837,037.89
Payables Invoiced	$32,237,758.80
Unallocated Funds	$68,027,820.32

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	**$179,967,587.59**	**$19,491,517.85**	**($50,635.94)**	**$19,440,881.91**	**$8,118,641.45**	**$160,526,705.68**	**$11,322,240.46**
School Name: Allendale Elementary	**$173,450.00**	**$3,450.00**	**$0.00**	**$3,450.00**	**$3,450.00**	**$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**
Project: Allendale ES ADA Compliance Survey & Tran	**$3,450.00**	**$3,450.00**	**$0.00**	**$3,450.00**	**$3,450.00**	**$0.00**	**$0.00**
School Name: Altadena Arts Magnet	**$1,342,255.74**	**$1,015,913.29**	**($79,414.11)**	**$936,499.18**	**$776,529.28**	**$405,756.56**	**$159,969.90**
Project: Altadena Phase 1 Reroofing Program	**$414,868.88**	**$485,413.89**	**($70,545.01)**	**$414,868.88**	**$394,125.44**	**$0.00**	**$20,743.44**
Project: Altadena Relocation of (3) Portables from Alle	**$362,969.74**	**$371,838.84**	**($8,869.10)**	**$362,969.74**	**$362,329.74**	**$0.00**	**$640.00**
Project: Altadena Shade Structure - Phase 2	**$317,173.56**	**$123,570.00**	**$0.00**	**$123,570.00**	**$0.00**	**$193,603.56**	**$123,570.00**
Project: Altadena ES ADA Compliance Survey & Trans	**$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 & G	**$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**	**$14,976.00**	**$0.00**	**$14,976.00**	**$14,976.00**	**$0.00**	**$0.00**
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	**$7,855,605.05**	**$1,372,965.80**	**$3,655.90**	**$1,376,621.70**	**$721,292.09**	**$6,478,983.35**	**$655,329.61**
Project: Don Benito Phase 2 Reroofing Program	**$827,680.77**	**$824,024.87**	**$3,655.90**	**$827,680.77**	**$654,279.99**	**$0.00**	**$173,400.78**
Project: Don Benito HVAC Replacement	**$81,495.00**	**$81,495.00**	**$0.00**	**$81,495.00**	**$63,170.25**	**$0.00**	**$18,324.75**
Project: Don Bonito 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: 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 &	**$83,364.72**	**$15,381.37**	**$0.00**	**$15,381.37**	**$1,292.80**	**$67,983.35**	**$14,088.57**

COC Report (by Project)

PUSD Projects

PASADENA Unified School District FACILITIES DEPARTMENT

SCHOOL NAME - PROJECT NAME	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	INVOICED TO DATE	BUDGET DELTA	COMMITMENT REMAINING
Project: Don Benito ES Building C HVAC Replacemen	$6,800,000.00	$389,000.00	$0.00	$389,000.00	$0.00	$6,411,000.00	$389,000.00
School Name: Field Elementary	$1,127,437.39	$1,016,779.15	$68,505.24	$1,085,284.39	$875,597.54	$42,153.00	$209,686.85
Project: Field Phase 1 Shade Structure Program	$380,161.59	$348,954.59	$31,207.00	$380,161.59	$192,041.20	$0.00	$188,120.39
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 & Transitio	$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 & Gues	$42,153.00	$0.00	$0.00	$0.00	$0.00	$42,153.00	$0.00
School Name: Franklin Elementary (Closed)	$57,750.00	$57,750.00	$0.00	$57,750.00	$3,450.00	$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
Project: Franklin ES ADA Compliance Survey & Trans	$3,450.00	$3,450.00	$0.00	$3,450.00	$3,450.00	$0.00	$0.00
School Name: Hamilton Elementary	$347,549.64	$270,564.89	$33,355.00	$303,919.89	$132,250.02	$43,629.75	$171,669.87
Project: Hamilton Phase 1 Shade Structure Program	$255,448.36	$222,093.36	$33,355.00	$255,448.36	$129,700.97	$0.00	$125,747.39
Project: Hamilton ES ADA Compliance Survey & Trans	$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 & G	$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	$598,539.09	$176,844.36	$0.00	$176,844.36	$2,549.05	$421,694.73	$174,295.31
Project: Jackson Shade Structure - Phase 2	$495,721.53	$115,992.00	$0.00	$115,992.00	$0.00	$379,729.53	$115,992.00
Project: Jackson ES ADA Compliance Survey & Trans	$5,664.56	$5,664.56	$0.00	$5,664.56	$2,549.05	$0.00	$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 & G	$42,153.00	$187.80	$0.00	$187.80	$0.00	$41,965.20	$187.80
School Name: Jefferson Elementary	$210,362.57	$200,820.14	($33,909.72)	$166,910.42	$156,962.31	$43,452.15	$9,948.11
Project: Jefferson CC Phase 1 Reroofing Program	$160,900.85	$194,810.57	($33,909.72)	$160,900.85	$152,937.31	$0.00	$7,963.54
Project: Jefferson CC Front Entry Security Camera & (	$45,436.72	$1,984.57	$0.00	$1,984.57	$0.00	$43,452.15	$1,984.57

COC Report (by Project)

PUSD Projects

PASADENA Unified School District FACILITIES DEPARTMENT

SCHOOL NAME - PROJECT NAME	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	INVOICED TO DATE	BUDGET DELTA	COMMITMENT REMAINING
Project: Jefferson ES ADA Compliance Survey & Tran	$4,025.00	$4,025.00	$0.00	$4,025.00	$4,025.00	$0.00	$0.00
School Name: Linda Vista Elementary	$33,097.00	$33,097.00	$0.00	$33,097.00	$33,097.00	$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
Project: Linda Vista ES ADA Compliance Survey & Tra	$2,300.00	$2,300.00	$0.00	$2,300.00	$2,300.00	$0.00	$0.00
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 &	$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	$38,274,593.72	$3,611,968.59	($63,503.47)	$3,548,465.12	$1,019,898.21	$34,726,128.60	$2,528,566.91
Project: Madison Phase 1 Reroofing Program	$841,532.30	$939,010.77	($97,478.47)	$841,532.30	$799,455.68	$0.00	$42,076.62
Project: Madison Phase 1 Shade Structure Program	$327,780.14	$293,805.14	$33,975.00	$327,780.14	$215,344.43	$0.00	$112,435.71
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
Project: Madison ES Emergency Chiller Repair	$689,696.00	$0.00	$0.00	$0.00	$0.00	$689,696.00	$0.00
School Name: Norma Coombs Elementary	$2,374,752.49	$2,127,157.74	$33,965.00	$2,161,122.74	$1,355,363.97	$213,629.75	$805,758.77
Project: Norma Coombs Phase 1 Shade Structure Pro	$322,160.06	$293,195.06	$28,965.00	$322,160.06	$239,633.07	$0.00	$82,526.99
Project: Norma Coombs Phase 2 Reroofing Program	$1,635,083.15	$1,630,083.15	$5,000.00	$1,635,083.15	$980,744.25	$0.00	$654,338.90

COC Report (by Project)

PUSD Projects

PASADENA Unified School District FACILITIES DEPARTMENT

SCHOOL NAME - PROJECT NAME	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	INVOICED TO DATE	BUDGET DELTA	COMMITMENT REMAINING
Project: Norma Coombs HVAC Replacement	$149,408.00	$149,408.00	$0.00	$149,408.00	$132,437.60	$0.00	$16,970.40
Project: Norma Coombs ES ADA Compliance Survey &	$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 Replacemer	$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
School Name: Roosevelt Elementary (Closed)	$96,386.72	$52,756.97	$0.00	$52,756.97	$3,450.00	$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
Project: Roosevelt ES ADA Compliance Survey & Trar	$3,450.00	$3,450.00	$0.00	$3,450.00	$3,450.00	$0.00	$0.00
School Name: San Rafael Elementary	$36,571,052.05	$971,411.55	$5,000.00	$976,411.55	$653,847.73	$35,594,640.50	$322,563.82
Project: San Rafael Phase 2 Reroofing Program	$746,960.77	$741,960.77	$5,000.00	$746,960.77	$648,227.38	$0.00	$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	$34,620,586.00	$0.00	$0.00	$0.00	$0.00	$34,620,586.00	$0.00
Project: San Rafael ES Electrical Upgrade	$627,264.00	$0.00	$0.00	$0.00	$0.00	$627,264.00	$0.00
School Name: Sierra Madre Elementary	$10,947,834.40	$3,936,695.58	($39,652.53)	$3,897,043.05	$931,826.26	$7,050,791.35	$2,965,216.79
Project: Sierra Madre ES Phase 1 Reroofing Program	$284,015.80	$323,668.33	($39,652.53)	$284,015.80	$269,047.31	$0.00	$14,968.49
Project: Sierra Madre ES Central Plant Upgrades	$3,003,741.00	$2,973,325.00	$0.00	$2,973,325.00	$641,724.90	$30,416.00	$2,331,600.10
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

COC Report (by Project)

PUSD Projects

PASADENA Unified School District FACILITIES DEPARTMENT

SCHOOL NAME - PROJECT NAME	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	INVOICED TO DATE	BUDGET DELTA	COMMITMENT REMAINING
Project: Sierra Madre ES Shade Structure - Phase 2	$462,769.45	$118,012.00	$0.00	$118,012.00	$0.00	$344,757.45	$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 Repl	$234,001.92	$234,001.92	$0.00	$234,001.92	$0.00	$0.00	$234,001.92
School Name: Washington Elementary STEM	$636,974.10	$352,543.92	$32,463.00	$385,006.92	$285,244.91	$251,967.18	$99,762.01
Project: Washington ES Phase 1 Shade Structure Pro	$318,768.35	$286,305.35	$32,463.00	$318,768.35	$278,447.43	$0.00	$40,320.92
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	$31,885,241.41	$1,649,646.66	($11,100.25)	$1,638,546.41	$1,158,734.98	$30,246,695.00	$479,811.43
Project: Webster Phase 1 Reroofing Program	$432,396.67	$481,496.92	($49,100.25)	$432,396.67	$410,416.84	$0.00	$21,979.83
Project: Webster Phase 2 Reroofing Program	$232,585.18	$194,585.18	$38,000.00	$232,585.18	$187,470.04	$0.00	$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

COC Report (by Project)

PUSD Projects

PASADENA Unified School District FACILITIES DEPARTMENT

SCHOOL NAME - PROJECT NAME	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	INVOICED TO DATE	BUDGET DELTA	COMMITMENT REMAINING
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	$14,698,105.74	$3,920,158.13	$19,469.60	$3,939,627.73	$2,869,855.64	$10,758,478.01	$1,069,772.09
School Name: Eliot Arts Magnet Academy	$9,468,263.70	$1,223,007.68	($27,538.40)	$1,195,469.28	$805,600.48	$8,272,794.42	$389,868.80
Project: Eliot Phase 1 Reroofing Program	$843,528.38	$871,066.78	($27,538.40)	$843,528.38	$801,352.06	$0.00	$42,176.32
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 & Transitio	$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 & Gue	$45,436.72	$1,806.97	$0.00	$1,806.97	$0.00	$43,629.75	$1,806.97
School Name: McKinley Middle	$2,703,488.74	$2,454,515.54	$37,008.00	$2,491,523.54	$2,055,509.42	$211,965.20	$436,014.12
Project: McKinley K8 School Phase 1 Shade Structure	$265,259.96	$233,251.96	$32,008.00	$265,259.96	$189,808.77	$0.00	$75,451.19
Project: McKinley Phase 2 Reroofing Program	$2,115,034.85	$2,110,034.85	$5,000.00	$2,115,034.85	$1,861,452.23	$0.00	$253,582.62
Project: McKinley MS ADA Compliance Survey & Tran	$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 Cai	$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 Replacem	$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 Car	$79,598.00	$13,253.05	$0.00	$13,253.05	$248.90	$66,344.95	$13,004.15

COC Report (by Project)

PUSD Projects

PASADENA Unified School District FACILITIES DEPARTMENT

SCHOOL NAME - PROJECT NAME	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	INVOICED TO DATE	BUDGET DELTA	COMMITMENT REMAINING
Project: Octavia Butler MS Digital Camera Replacemei	$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 & T	$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 C	$1,000,000.00	$43,500.00	$10,000.00	$53,500.00	$0.00	$946,500.00	$53,500.00
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	$115,476,212.27	$20,330,623.31	$293,196.67	$20,623,819.98	$9,800,670.38	$94,852,392.29	$10,823,149.60
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 & Transitio	$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	$55,372,022.41	$5,843,406.21	$16,397.00	$5,859,803.21	$3,194,546.96	$49,512,219.20	$2,665,256.25
Project: John Muir Phase 1 Reroofing Program	$3,361,048.87	$3,344,651.87	$16,397.00	$3,361,048.87	$3,177,553.28	$0.00	$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 & Trai	$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

COC Report (by Project)

PUSD Projects

PASADENA Unified School District FACILITIES DEPARTMENT

SCHOOL NAME - PROJECT NAME	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	INVOICED TO DATE	BUDGET DELTA	COMMITMENT REMAINING
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	$28,237,349.63	$4,003,429.61	$269,725.92	$4,273,155.53	$2,916,469.95	$23,964,194.10	$1,356,685.58
Project: Marshall Phase 1 Reroofing Program	$1,467,520.19	$1,475,488.09	($7,967.90)	$1,467,520.19	$1,351,803.06	$0.00	$115,717.13
Project: Marshall Phase 2 Reroofing Program	$2,051,254.52	$1,806,413.70	$244,840.82	$2,051,254.52	$1,503,368.75	$0.00	$547,885.77
Project: Marshall Softball Repair and Renovation	$572,815.80	$573,010.90	$32,853.00	$605,863.90	$56,200.00	($33,048.10)	$549,663.90
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
Project: Marshall Fundamental HS Front Entry Securit	$42,153.00	$187.80	$0.00	$187.80	$0.00	$41,965.20	$187.80
Project: Marshall Fundamental School Athletic Field &	$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	$31,322,517.02	$10,404,025.03	$7,073.75	$10,411,098.78	$3,675,719.97	$20,911,418.24	$6,735,378.81
Project: PHS Phase 1 Reroofing Program	$3,695,509.61	$3,687,554.61	$7,955.00	$3,695,509.61	$3,503,176.88	$0.00	$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 & Trar	$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 &	$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 Pro	$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

COC Report (by Project)

PUSD Projects

PASADENA Unified School District FACILITIES DEPARTMENT

SCHOOL NAME - PROJECT NAME	PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	INVOICED TO DATE	BUDGET DELTA	COMMITMENT REMAINING
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	$1,463,691.82	$1,407,249.87	$13,000.00	$1,420,249.87	$1,215,079.58	$43,441.95	$205,170.29
School Name: Cleveland - Alma Fuerte CS - ECDP	$453,301.29	$404,859.34	$5,000.00	$409,859.34	$347,175.52	$43,441.95	$62,683.82
Project: Cleveland ES Phase 2 Reroofing Program	$366,864.57	$361,864.57	$5,000.00	$366,864.57	$347,175.52	$0.00	$19,689.05
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
Project: Cleveland ES - Front Entry Security Camera &	$45,436.72	$1,994.77	$0.00	$1,994.77	$0.00	$43,441.95	$1,994.77
School Name: Loma Alta - Oak Knoll - Pasadena Rosebud Academy	$1,010,390.53	$1,002,390.53	$8,000.00	$1,010,390.53	$867,904.06	$0.00	$142,486.47
Project: Loma Alta Phase 2 Reroofing Program	$796,696.53	$788,696.53	$8,000.00	$796,696.53	$678,194.76	$0.00	$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	$457,375.57	$448,893.82	$8,481.75	$457,375.57	$457,375.57	$0.00	$0.00
School Name: Districtwide Projects	$457,375.57	$448,893.82	$8,481.75	$457,375.57	$457,375.57	$0.00	$0.00
Project: Districtwide IP Phone Upgrade	$457,375.57	$448,893.82	$8,481.75	$457,375.57	$457,375.57	$0.00	$0.00
School Type: 07 - Facilities	$27,454,082.83	$14,056,929.98	$718,152.85	$14,775,082.83	$9,776,136.18	$12,679,000.00	$4,998,946.65
School Name: District Service Center	$27,454,082.83	$14,056,929.98	$718,152.85	$14,775,082.83	$9,776,136.18	$12,679,000.00	$4,998,946.65
Project: DSC Phase 1 Reroofing Program	$1,878,872.69	$1,857,989.19	$20,883.50	$1,878,872.69	$1,775,735.97	$0.00	$103,136.72
Project: Facilities Ops FY 21- 22, 22-23, 23-24	$12,555,249.58	$11,869,596.23	$730,653.35	$12,600,249.58	$7,771,564.23	($45,000.00)	$4,828,685.35
Project: Districtwide Turnkey Design and Constructio	$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: 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: District Offices ADA Compliance Survey & Tr	$5,664.56	$5,664.56	$0.00	$5,664.56	$2,549.05	$0.00	$3,115.51
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

COC Report (by Project)

PUSD Projects

PASADENA Unified School District FACILITIES DEPARTMENT

SCHOOL NAME - PROJECT NAME		PROJECT BUDGET	ORIGINAL CONTRACT	APPROVED CHANGES	CURRENT CONTRACT AMT	INVOICED TO DATE	BUDGET DELTA	COMMITMENT REMAINING
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 Repl		$170,000.00	$0.00	$0.00	$0.00	$0.00	$170,000.00	$0.00
Project: District Service Center Digital Camera Replac		$170,000.00	$0.00	$0.00	$0.00	$0.00	$170,000.00	$0.00
Project: Hodges ADA Compliance Survey & Transitior		$3,450.00	$3,450.00	$0.00	$3,450.00	$3,450.00	$0.00	$0.00
Project: La Casita ADA Compliance Survey & Transiti		$3,450.00	$3,450.00	$0.00	$3,450.00	$3,450.00	$0.00	$0.00
School Type: PUSD Projects		$49,050,000.00	$180,000.00	$0.00	$180,000.00	$0.00	$48,870,000.00	$180,000.00
School Name: 08 - Budget, Allowance and Contingency Accounts		$49,050,000.00	$180,000.00	$0.00	$180,000.00	$0.00	$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: 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:	$388,567,055.82	$59,835,372.96	$1,001,664.93	$60,837,037.89	$32,237,758.80	$327,730,017.93	$28,599,279.09

COC Report (by Project)

PUSD Projects

PASADENA Unified School District FACILITIES DEPARTMENT

Total Bond Funding - Measure O - ITS	$59,878,064.35
Current Budget Total	$28,419,718.06
Current Contracts Committed	$23,741,754.90
Payables Invoiced	$16,724,745.87
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	**$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	**$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	**$18,214.29**	**$18,214.29**	**$0.00**	**$18,214.29**	**$0.00**	**$0.00**	**$18,214.29**
School Name: Jefferson Elementary	**$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	**$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

PASADENA Unified School District FACILITIES DEPARTMENT

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 Studer	$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

PASADENA Unified School District FACILITIES DEPARTMENT

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 Displays	$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	$22,854,642.43	($19,907.05)	$22,834,735.38	$16,649,512.06	$7,963.16	$6,185,223.32
School Name: Districtwide Projects	$22,842,698.54	$22,854,642.43	($19,907.05)	$22,834,735.38	$16,649,512.06	$7,963.16	$6,185,223.32
Project: Districtwide Staff Device Refresh	$7,922,259.69	$7,914,296.53	$0.00	$7,914,296.53	$4,807,709.61	$7,963.16	$3,106,586.92
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

PASADENA Unified School District
FACILITIES DEPARTMENT

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**	**$23,761,661.95**	**($19,907.05)**	**$23,741,754.90**	**$16,724,745.87**	**$4,677,963.16**	**$7,017,009.03**

Project Status Report (by School)

PUSD Projects

PASADENA Unified School District FACILITIES DEPARTMENT

Fund Source: Measure O - Capital

Total Projects	118
Admin	8
Close-Out	2
Construction	38
Design	7
Investigation	8
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 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 ES Door Lockset Replacement	Construction			0%	No	Long lead time: equipment on order. Req. package has been submitted.
Project: Altadena Shade Structure - Phase 2	Procurement			0%	Yes	Design Revised PO needed. Budget Shortfall of $102,303.51 based on EAC.
School Name: Don Benito Fundamental						
Project: Don Benito ES Building C HVAC Replacement and Kitchen Renovation	Procurement			0	Yes	Need BOE Report, Contract and PO.
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 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 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

PASADENA Unified School District FACILITIES DEPARTMENT

SCHOOL NAME - PROJECT NAME	PHASE	NTP DATE	SUBSTANTIAL COMPLETION	PERCENT COMPLETE	DSA REQ'D	UPDATE STATUS
Project: Field Phase 1 Shade Structure Program	Construction			5%	Yes	ADA Upgrade: Need BOE Report, Contract and PO. Also, Need AOR Revised PO.
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.
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 ES Door Lockset Replacement	Construction			0%	No	Long lead time: equipment on order. Req. package has been submitted.
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 Phase 1 Shade Structure Program	Construction			5%	Yes	ADA Upgrade: Need BOE Report, Contract and PO. Also, Need AOR Revised PO.
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 Shade Structure - Phase 2	Procurement			0%	Yes	Design Revised PO needed.
Project: Jackson ES Door Lockset Replacement	Construction			0%	No	Long lead time: equipment on order. Req. package has been submitted.
School Name: Jefferson Elementary						
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. Budget Shortfall of $229,602.91 based on EAC.
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

PASADENA Unified School District FACILITIES DEPARTMENT

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 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 ES Emergency Chiller Repair	Construction			0%		PO Issued
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 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 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.
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.
School Name: Roosevelt Elementary (Closed)						
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.
Project: Roosevelt ES Door Lockset Replacement	Construction			0%	No	Long lead time: equipment on order. Req. package has been submitted.
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 Electrical Upgrade	Investigation			0	Yes	Modernization Design Required to Start Process with PWP.

Project Status Report (by School)

PUSD Projects

PASADENA Unified School District FACILITIES DEPARTMENT

SCHOOL NAME - PROJECT NAME	PHASE	NTP DATE	SUBSTANTIAL COMPLETION	PERCENT COMPLETE	DSA REQ'D	UPDATE STATUS
Project: San Rafael Shade Structure - Phase 2	Procurement			0%	Yes	Design Revised PO needed. Budget Shortfall of $309,357.07 based on EAC.
Project: San Rafael ES Front Entry Security Camera & Guest Intercom System	Procurement			0%	No	RFP completed. Waiting for IT to approve scope of works
Project: San Rafael ES Door Lockset Replacement	Construction			0%	No	Long lead time: equipment on order. Req. package has been submitted.
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 Front Entry Security Camera & Guest Intercom System	Procurement			0%	No	RFP completed. Waiting for IT to approve scope of works
Project: Sierra Madre ES Shade Structure - Phase 2	Procurement			0%	Yes	Design Revised PO needed.
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 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 Playground Equipment Replacement Project	Procurement			0	No	Need Contract and PO.
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 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.
Project: Washington ES Digital Camera Replacement	Procurement			0	No	RFP Completed. Awaiting ITS Approval of Scopes.
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.
School Name: Webster Elementary						
Project: Webster ES Modernization Project	Procurement			0	Yes	Need AOR for Project. Need RFP Developed.

SCHOOL NAME - PROJECT NAME	PHASE	NTP DATE	SUBSTANTIAL COMPLETION	PERCENT COMPLETE	DSA REQ'D	UPDATE STATUS
Project: Webster ES Door Lockset Replacement	Construction			0%	No	Long lead time: equipment on order. Req. package has been submitted.
Project: Webster Shade Structure - Phase 2	Procurement			0%	Yes	Design Revised PO needed. Budget Shortfall of $267,222.37 based on EAC.
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.
School Name: Willard Elementary						
Project: Willard Shade Structure - Phase 2	Procurement			0%	Yes	Design Revised PO needed. Budget Shortfall of $159,311.62 based on EAC.
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 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 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.
Project: Eliot MS Door Lockset Replacement	Construction			0%	No	Long lead time: equipment on order. Req. package has been submitted.
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 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

PASADENA Unified School District FACILITIES DEPARTMENT

SCHOOL NAME - PROJECT NAME	PHASE	NTP DATE	SUBSTANTIAL COMPLETION	PERCENT COMPLETE	DSA REQ'D	UPDATE STATUS
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.
School Name: Octavia E. Butler Magnet						
Project: Octavia Butler MS Digital Camera Replacement	Procurement			0	No	RFP Completed. Awaiting ITS Approval of Scopes.
Project: Octavia E. Butler MS Door Lockset Replacement	Construction			0%	No	Long lead time: equipment on order. Req. package has been submitted.
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
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 Campus Reconfiguration - Rose City HS	Investigation			25%	No	Review of Requirements and Options being Reviewed.
Project: Wilson MS Door Lockset Replacement	Construction			0%	No	Long lead time: equipment on order. Req. package has been submitted.
Project: Wilson MS Campus Reconfiguration - PALS	Investigation			0%	Yes	Review of Requirements and Options being Reviewed.
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.
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 Door Lockset Replacement	Construction			0%	No	Long lead time: equipment on order. Req. package has been submitted.
Project: Blair HS Digital Camera Replacement	Procurement			0	No	RFP Completed. Awaiting ITS Approval of Scopes.
School Name: John Muir High						
Project: John Muir HS Digital Camera Replacement	Procurement			0	No	RFP Completed. Awaiting ITS Approval of Scopes.

Project Status Report (by School)

PUSD Projects

PASADENA Unified School District FACILITIES DEPARTMENT

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 Gym and Pool Modernization	Design			0%	Yes	Need PO.
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 Door Lockset Replacement	Construction			0%	No	Long lead time: equipment on order. Req. package has been submitted.
School Name: Marshall Fundamental						
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.
Project: Marshall Fundamental School Athletic Field & Track, Restroom and Utility	Procurement			0%	Yes	Need AOR for Project. Need RFP Developed.
Project: Marshall Digital Camera Replacement	Procurement			0	No	RFP Completed. Awaiting ITS Approval of Scopes.
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.
School Name: Pasadena High School						
Project: Pasadena High School Pool Replacement Project	Procurement			0	Yes	Need BOE Report, Contract and PO.
Project: PHS Campus Identity Project (Construction)	Construction	1/8/2024	6/7/2025	0%	Yes	
Project: Pasadena HS Digital Camera Replacement	Procurement			0	No	RFP Completed. Awaiting ITS Approval of Scopes.
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: 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 Door Lockset Replacement	Construction			0%	No	Long lead time: equipment on order. Req. package has been submitted.

Project Status Report (by School)

PUSD Projects

PASADENA Unified School District FACILITIES DEPARTMENT

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: Facilities Ops FY 21- 22, 22-23, 23-24	Admin				No	Bond Program Operations and Support.
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: DSC - Door Lockset Replacement	Construction			0%	No	Long lead time: equipment on order. Req. package has been submitted.
Project: Facilities Ops FY 24-25	Admin				No	Bond Program Operations and Support
Project: District Education Center - Secure Front Entry & Guest Intercom Project	Procurement			0	No	RFP completed. Waiting for IT to approve scope of works
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: Districtwide Staff Housing at Roosevelt Campus	Investigation			80%	No	BOE Workshop to be Scheduled. Consultant to Present.

Project Status Report (by School)

PUSD Projects

PASADENA Unified School District FACILITIES DEPARTMENT

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: Districtwide Door Lockset Replacement Allowance for PUSD Classrooms	Construction			0%	No	Allowance Account
Project: Districtwide Allowance Front Entry Security Camera and Intercom System	Procurement				No	Awaiting RFP
Project: Health and Safety Allocation Project	Admin			0%	No	Holding Account for BOE Allocated Funds
Project: Districtwide Digital Camera Replacement Allowance	Procurement				No	RFP completed. Waiting for IT to approve scope of works

Project Status Report (by School)

PUSD Projects

PASADENA Unified School District FACILITIES DEPARTMENT

Fund Source: Developer Fees

Total Projects	3
Construction	1
Design	2

SCHOOL NAME - PROJECT NAME	PHASE	NTP DATE	SUBSTANTIAL COMPLETION	PERCENT COMPLETE	DSA REQ'D	UPDATE STATUS
School Type: 03 - High Schools						
School Name: Marshall Fundamental						
Project: Marshall Walkway Design	Design			0	No	Design PO Issued
School Type: 04 - Charter Schools						
School Name: Audubon - Odyssey Charter School						
Project: Audubon Odyssey North Restroom Relocation Odyssey Charter School North	Construction			0%	No	Need BOE Report, Contract and PO.
School Name: Cleveland - Alma Fuerte CS - ECDP						
Project: Cleveland ES Classroom Relocation Design	Design				No	Design PO issued

Project Status Report (by School)

PUSD Projects

PASADENA Unified School District FACILITIES DEPARTMENT

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 Elementary						
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

PASADENA Unified School District FACILITIES DEPARTMENT

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

PASADENA Unified School District FACILITIES DEPARTMENT

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

PASADENA Unified School District FACILITIES DEPARTMENT

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

PASADENA Unified School District FACILITIES DEPARTMENT

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 - Averson 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

PASADENA Unified School District FACILITIES DEPARTMENT

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.

Board Report No. 1729-F Date: April 25, 2024

BOARD OF EDUCATION
PASADENA UNIFIED SCHOOL DISTRICT
PASADENA, CALIFORNIA

Topic: APPROVAL OF PROFESSIONAL CONSULTING FOR AS NEEDED/HOURLY PROGRAM SUPPORT AGREEMENT WITH NAZ BUILDING PROGRAM ADVISORS FOR 2023-2024 SCHOOL YEAR.

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approve the Consultant Agreement for as needed/hourly program support with NAZ Building Program for the remainder of the 2023-2024 school year.

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

I. BACKGROUND:

NAZ Building Program Advisors, Inc. currently has Purchase Order No. 24*2542 (BR 36-B) in place for the 2023-2024 school year, for as needed/hourly program support that mainly focused on the implementation of the Cal Fire Grant. NAZ Building Program Advisors, Inc., will now support projects funded under Measure O on an as needed basis as the District moves forward with the Five-Year Bond Program Plan.

II. STAFF ANALYSIS:

District staff recommend approval of the consultant's service agreement with NAZ Building Program Advisors, Inc. as they will assist the district with projects related to and funded by Bond Measure O. The agreement shall terminate on June 30, 2024.

Attachment: Professional Consultant Agreement for as needed/hourly program support

III. FISCAL IMPACT:

Funds not to exceed $186,000 are available in the Measure O account for the 2023-2024 school year.

Pasadena Unified School District
Board of Education Agenda
April 25, 2024
Submitted by: _____
Elizabeth J. Blanco Ed. D, Interim Superintendent

Funding title/code:
Name: Measure O – Capital Projects
Code: 21.3-97092.0-00000-85000-5850-0000710

Board Report No. 1729-F Date: April 25, 2024

Approved:

_____

Elizabeth J. Blanco, Ed. D
Interim Superintendent

Originator: Manuel Carrasco, Director, Facilities, Maintenance & Operations, and Transportation

AS NEEDED/HOURLY PROGRAM SUPPORT
PROFESSIONAL CONSULTANT AGREEMENT

This AGREEMENT is made and entered into this 26th day of April in the year 2024 between PASADENA UNIFIED SCHOOL DISTRICT, ("DISTRICT"), and **NAZ Building Program Advisors, Inc.**, ("CONSULTANT"). The DISTRICT and the CONSULTANT are sometimes referred to herein as a "PARTY" and collectively as the "PARTIES."

WHEREAS, the DISTRICT requires specialized services for Facilities Master Plan projects for ("PROJECT"); and

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

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

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

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

NOW, THEREFORE, the PARTIES hereto agree as follows:

ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT

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

2. PERIOD OF PERFORMANCE. This AGREEMENT shall commence on April 26th, 2024 and shall terminate on June 30th, 2024 unless extended based on a satisfactory evaluation of the first three months of service ("Period of Performance"). CONSULTANT shall complete all SERVICES for the PROJECT within the Period of Performance.

3. COMPENSATION TO CONSULTANT. DISTRICT agrees to pay CONSULTANT for the SERVICES in accordance with the rates set forth for a total not to exceed $186,000.00 (one hundred and eighty-six thousand dollars).

No reimbursement will be made for any expenses above the total compensation amount. For the term commencing April 26th, 2024 through June 30th, 2024. Invoices shall be submitted on a bi-monthly basis and submitted in a form acceptable to the DISTRICT. Invoices shall include a breakdown of activities by date, time spent for each task, identification of the individual performing the service, and a description of the service provided during that time period.

ARTICLE II
CONSULTANT'S SERVICES AND RESPONSIBILITIES

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

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

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

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

ARTICLE III
TERMINATION

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

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

complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT.

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

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

ARTICLE IV
CONSULTANT'S DRAWINGS, SPECIFICATIONS, AND REPORTS

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

ARTICLE V
ACCOUNTING RECORDS OF THE CONSULTANT

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

ARTICLE VI
ADDITIONAL CONSULTANT SERVICES

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

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

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

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

INDEMNITY AND INSURANCE

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

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

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

c. Not Used

d. Not Used

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

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

b. Comprehensive general insurance with limits of not less than Two Million Dollars ($2,000,000) and auto liability insurance with limits of not less than One Million Dollars ($1,000,000) combined single limit respectively, bodily injury and property damage liability per occurrence, including:

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

c. NOT USED

d. NOT USED

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

ARTICLE VII
MISCELLANEOUS

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

2. NOTICE. All notices required to be delivered under this AGREEMENT to the other PARTY must be in writing and shall be effective (i) when personally delivered by the other PARTY or messenger or courier thereof; (ii) three (3) business days after deposit in the United States mail, registered or certified; (iii) twenty-four (24) hours after deposit before the daily deadline time with a reputable overnight courier or service; or (iv) upon receipt of a telecopy or fax transmission, provided a hard copy of such transmission shall be thereafter delivered in one of the methods described in the foregoing (i) through (iii); in each case postage fully prepaid and addressed to the respective PARTY as set forth below or to such other persons as the PARTIES may hereafter designate by written notice to the other PARTY hereto:

TO THE DISTRICT:	PASADENA UNIFIED SCHOOL DISTRICT 740 W. Woodbury Road Altadena, CA 91001 Phone: (626) 396-5850 x 89178 Attention: Elizabeth J. Blanco, Interim Superintendent
TO CONSULTANT:	Noemi Avila-Zamudio, President NAZ Building Program Advisors, Inc. 2957 Viejo Ridge North Dr. Lake Forest, CA. 92679 Phone: (949) 616-6530

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

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

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

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

7. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT

with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

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

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

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

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

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

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

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

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

CONSULTANT:	DISTRICT:
	Pasadena Unified School District
By:_____	By:_____
Noemi Avila-Zamudio, President	Elizabeth J. Blanco, Ed.D
NAZ Building Program Advisors, Inc.	Interim Superintendent

Attachment A

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

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

DESCRIPTION OF AS NEEDED TRAINING, TECHNICAL SUPPORT & CONSULTING SERVICES

N|A|Z Building Program Advisors, Inc. is pleased to provide all encompassing K-12 Facilities Planning Training & Technical Support Services and as-needed Program Management Consulting Services. Below, please find a high-level list of the areas of expertise we can provide technical training and support with. Services may include, *but are not limited to, the following areas:*

1. Facilities Planning
2. Design Management
3. Program Management
4. Construction Management
5. Close-Out Management
6. Project Accounting
7. Project Finance and Funding
8. School District Facilities Management
9. Agency Coordination
10. Preparation of Board of Education Updates, Presentations, and Agenda Items
11. As-Needed Services: Provide Staff Augmentation

PAYMENT FOR SERVICES

Noemi Avila-Zamudio, President and Principal-In-Charge, will serve as the primary point of contact and lead trainer/consultant overseeing all day-to-day operations. N|A|Z will prepare and submit one invoice per month for all hours worked.

We present our hourly rates for all other positions to provide as needed K-12 Facilities Planning Training & Technical Support and Program Management Consulting Services. The services provided by the N|A|Z Building Program Advisors, Inc., team shall be compensated on a time and expenses basis at the following 2023 hourly rates:

POSITION	TEAM MEMBER	HOURLY RATE
Program Manager/Principal-In-Charge	Noemi Avila-Zamudio	330.00
Director of Procurment & Contract Management	Sheere Bishop-Griego	225.00
Senior Project Manager	Gregory Romero	210.00
Project Manager/Controls Specialist	Celeste Brady	175.00
FF& E/ Move Management Coordinator	Juanita Svanda	175.00
AS-NEEDED SUPPORT SERVICES	SUBCONSULTANT	HOURLY RATE
DSA Closeout Specialist, PSS	Natassia Melendrez-Knutson	160.00
Chief Scheduler, HL Construction	Sriram Ramdass	185.00
Chief Cost Estimator, HL Construction	Ryan Craven	185.00

*Hourly Rates will increase yearly at the rate of 3%

Federal Tax ID/EIN #83-2506315

THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE!

Board Report No. 1730-F Date: April 25, 2024

BOARD OF EDUCATION
PASADENA UNIFIED SCHOOL DISTRICT
PASADENA, CALIFORNIA

Topic: APPROVAL OF SENIOR PROJECT MANAGER CONSULTANT AGREEMENT WITH SARKIS MAISSIAN, DBA UNIVERSAL CONSTRUCTION, FOR FISCAL YEAR 2024-2025

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approve to renewal of the Senior Project Manager Consultant Agreement with Sarkis Maissian DBA Universal Construction Inc. for fiscal year 2024-2025.

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

I. BACKGROUND:

Sarkis Maissian has been providing project management services for the Pasadena Unified School District since 2017. Since that time, Mr. Maissian has worked cooperatively and diligently on projects for the District. Mr. Maissian provides a wealth of influential knowledge related to past facilities projects that will benefit the District as we move forward with the Five-year Bond Program Plan.

II. STAFF ANALYSIS:

District staff recommend approval of the Senior Project Manager Consulting Services agreement with Sarkis Maissian. Mr. Maissian will assist the district with projects pertaining to Bond Measure O. Mr. Maissian will also work on other projects as needed, assigned by the Director of Facilities. The term of the agreement shall commence on July 1, 2024, and shall terminate on June 30, 2025.

Attachment: Senior Project Manager Consultant Services Agreement

III. FISCAL IMPACT:

Funds not to exceed $239,200 are available in the Measure O account for fiscal year 2023-2024.

Pasadena Unified School District
Board of Education Agenda
April 25, 2024
Submitted by: _____
Elizabeth J. Blanco Ed. D, Interim Superintendent

Funding title/code:
Name: Measure O – Capital Projects
Code: 21.3-97092.0-00000-85000-5850-0000710

Board Report No. 1730-F Date: April 25, 2024

Approved:

_____

Elizabeth J. Blanco, Ed. D
Interim Superintendent

Originator: Manuel Carrasco, Director, Facilities, Maintenance & Operations, and Transportation

PROJECT MANAGER

CONSULTANT SERVICES AGREEMENT

This AGREEMENT is made and entered into this 1st day of July in the year 2024 between PASADENA UNIFIED SCHOOL DISTRICT, ("DISTRICT"), and **Sam Maissian, dba Universal Construction Inc.**, an individual, ("CONSULTANT"). The DISTRICT and the CONSULTANT are sometimes referred to herein as a "PARTY" and collectively as the "PARTIES."

WHEREAS, the DISTRICT requires specialized services as a SENIOR PROJECT MANAGER for Facilities Master Plan projects for ("PROJECT"); and

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

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

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

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

NOW, THEREFORE, the PARTIES hereto agree as follows:

ARTICLE I
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2. PERIOD OF PERFORMANCE. This AGREEMENT shall commence on July 1st, 2024 and shall terminate on June 30th, 2025 unless extended based on a satisfactory evaluation of the first three months of service ("Period of Performance"). CONSULTANT shall complete all SERVICES for the PROJECT within the Period of Performance.

3. COMPENSATION TO CONSULTANT. DISTRICT agrees to pay CONSULTANT for the SERVICES in accordance with the rates set forth at the rate of $115.00 per hour for a total not to exceed $239,200.00 (two hundred thirty-nine thousand, two hundred dollars).

four dollars). No reimbursement will be made for any expenses above the total compensation amount. For the term commencing July 1st, 2024 through June 30th, 2025. Invoices shall be submitted on a bi-monthly basis and submitted in a form acceptable to the DISTRICT. Invoices shall include a breakdown of activities by date, time spent for each task, identification of the individual performing the service, and a description of the service provided during that time period.

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

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

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

INDEMNITY AND INSURANCE

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

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

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

c. Not Used

d. Not Used

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

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

b. Comprehensive general insurance with limits of not less than Two Million Dollars ($2,000,000) and auto liability insurance with limits of not less than One Million Dollars ($1,000,000) combined single limit respectively, bodily injury and property damage liability per occurrence, including:

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

c. NOT USED

d. NOT USED

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

ARTICLE VII
MISCELLANEOUS

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

2. NOTICE. All notices required to be delivered under this AGREEMENT to the other PARTY must be in writing and shall be effective (i) when personally delivered by the other PARTY or messenger or courier thereof; (ii) three (3) business days after deposit in the United States mail, registered or certified; (iii) twenty-four (24) hours after deposit before the daily deadline time with a reputable overnight courier or service; or (iv) upon receipt of a telecopy or fax transmission, provided a hard copy of such transmission shall be thereafter delivered in one of the methods described in the foregoing (i) through (iii); in each case postage fully prepaid and addressed to the respective PARTY as set forth below or to such other persons as the PARTIES may hereafter designate by written notice to the other PARTY hereto:

TO THE DISTRICT:	PASADENA UNIFIED SCHOOL DISTRICT 740 W. Woodbury Road Altadena, CA 91001 Phone: (626) 396-5850 x 89178 Attention: Elizabeth J. Blanco, Interim Superintendent
TO CONSULTANT:	Sarkis "Sam" Maissian, Senior Project Manager 11941 Dunnicliffe Ct, Porter Ranch, CA. 91326 Phone: (818) 652-6665

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

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

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

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

7. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT

with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

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

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

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

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

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

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

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

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

CONSULTANT:	DISTRICT:
	Pasadena Unified School District
By:_____	By:_____
Sarkis "Sam" Maissian dba Universal Construction Inc.	Elizabeth J. Blanco, Ed.D Interim Superintendent

Attachment A

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

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

Board Report No. 1731-F Date: April 25, 2024

BOARD OF EDUCATION
PASADENA UNIFIED SCHOOL DISTRICT
PASADENA, CALIFORNIA

Topic: APPROVAL TO PROCEED WITH INITIAL HEALTH AND SAFETY PROJECTS FOR SUMMER 2024

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approve staff to proceed with the health and safety projects for Summer 2024.

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 line with the Facilities Master Plan and following the Board's approval of project selections as previously supported by the approval of BR 1666-F on September 28, 2023, this initiative encompasses a series of health and safety enhancements at Eliot Arts Middle School, Sierra Madre Elementary School, and Willard Elementary School. These projects are designed to address safety needs identified through collaborative assessments and planning, focusing on asphalt improvements and play area enhancements.

II. STAFF ANALYSIS:

Staff recommend approval to proceed with these initial health and safety projects which include:

- **Eliot Arts Middle School:** Comprehensive asphalt condition upgrades
- **Sierra Madre Elementary School:** Asphalt improvements, new privacy fencing for increased security and privacy, and hygienic update to the staff lunch area flooring
- **Willard Elementary School:** Asphalt improvements, new privacy fencing for increased security and privacy

Attachment: Health and Safety Updated
Pilgrim Fence Co. Quotes for Sierra Madre and Willard Elementary Schools
Kya Proposal
Choice Proposal
BR 1726-F

III. FISCAL IMPACT:

The total budget for these projects is $1,165,592.89. Funds are available within the Health and Safety allocation from the Measure O Capital Projects Fund for the summer of 2024.

Pasadena Unified School District
Board of Education Agenda
April 25, 2024
Submitted by: _____
Elizabeth J. Blanco Ed. D, Interim Superintendent

Board Report No. 1731-F Date: April 25, 2024

Funding title/code:
Name: Measure O
Code: 21.3-97130.0-00000-85000-6270-0700000 Eliot MS $442,377.14
21.3-97130.0-00000-85000-6270-0500000 Sierra Madre ES $323,589.93
21.3-97130.0-00000-85000-6270-0580000 Willard ES $399,625.82

Approved:

_____
Elizabeth J. Blanco, Ed. D
Interim Superintendent

Originator: Manuel Carrasco, Director, Facilities, Maintenance & Operations, and Transportation

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PASADENA Unified School District
FACILITIES DEPARTMENT

Health and Safety Update

Collaborative Assessment and Planning

Each initiative begins with a collaborative assessment phase involving key stakeholders from each school. This partnership guarantees a comprehensive evaluation of health and safety needs, leading to customized solutions for each site. Our commitment to this process ensures ongoing identification and implementation of health and safety improvements. Below are the scheduled projects to date.

ADA Accessibility Assessment Update

- **Agency Involved:** Bureau Veritas.
- Initial drafts of the survey reports have been received, offering valuable insights into the scope of required updates and modifications. We anticipate the final reports shortly, guiding our next steps in planning and executing the necessary accessibility enhancements across each site.

Willard Elementary School

- **Asphalt Improvements:** Enhancement of play areas by addressing paving issues, including replacement, crack filling, seal coating, and striping.
- **Field Leveling and Grass Restoration:** Regrading and installation of new sod to ensure safe play areas.
- **New Privacy Fencing:** Installation along the street side to enhance security and privacy for the school community.
- **Portable Classroom Removal:** Remove an old unit that is used for storage, addressing the line of sight to and from the field area.
- **Fencing Around Building B:** New installation to enhance student safety.
- **Asphalt Sloping by Electrical Vault:** Slope adjustment to prevent water accumulation and potential flooding risks.

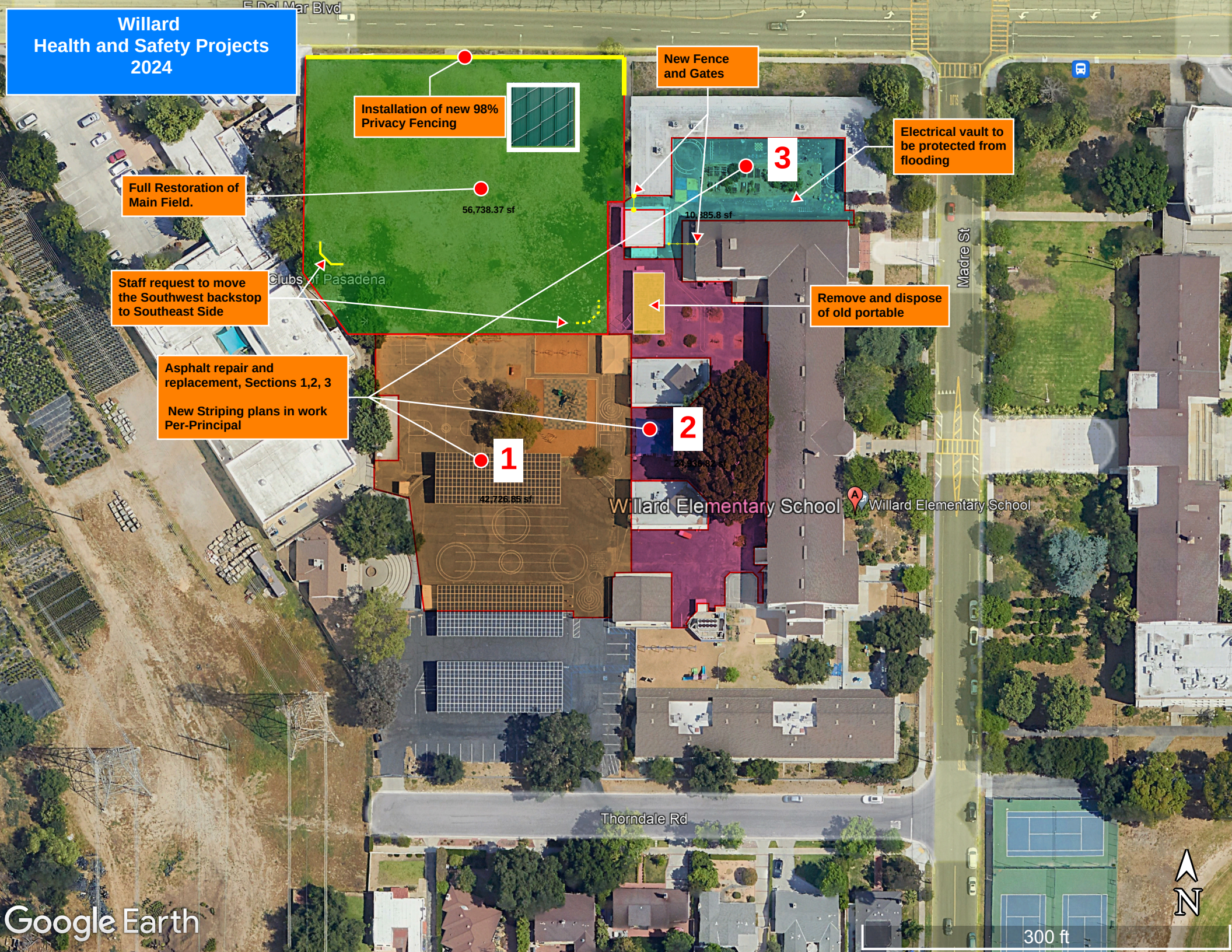
Sierra Madre Elementary School

- **Asphalt Improvements:** Specific play area improvements, including asphalt repair and restriping
- **Fencing Adjustments:** Installation of privacy fencing and modification of playground fencing to improve safety and aesthetics.
- **Play Structure Replacement:** Replacing an unsafe play structure with a new, safer model and adding rubber surfacing.
- **Green Space Fill-in:** Small-scale introduction of green space to fill in a dirt area, improving aesthetics and usability.
- **Tree and Ball Wall Removal:** Addressing safety and maintenance concerns by removing problematic tree and ball wall obstructing sight lines.
- **Staff Lunch Area Flooring Update:** The staff lunch area's carpet is being replaced with tile for improved hygiene and health.

Eliot Arts Middle School

- **Asphalt Condition Upgrades:** Comprehensive approach to improving play area surfaces, including removal, replacement, and repairs.
- **Field Grass Restoration:** Efforts focused on leveling and re-seeding the field for uniformity and weed abatement.
- **Rusty Backstop Renovation:** Field area backstops will undergo rust removal and renovation for safety and appearance.
- **South Main Gate Replacement:** Enhancing entry security and aesthetic appeal through gate replacement.

Execution Plan: We aim to finalize the listed health and safety projects during the summer break. These three sites will also undertake additional improvements for utility repairs and restroom restorations as needed. Given the comprehensive scope of restroom upgrades, a phased completion may be necessary, with some phases potentially concluding after the start of the school year. We're committed to ensuring that any ongoing work smoothly coincides with school operations, keeping disruption to an absolute minimum.


Willard
Health and Safety Projects
2024
Installation of new 98% Privacy Fencing
New Fence and Gates
Electrical vault to be protected from flooding
Full Restoration of Main Field.
56,738.37 sf
3
10,385.8 sf
Staff request to move the Southwest backstop to Southeast Side
Clubs of Pasadena
Remove and dispose of old portable
Asphalt repair and replacement, Sections 1,2, 3
New Striping plans in work Per-Principal
2
1
42,726.65 sf
Willard Elementary School
Willard Elementary School
Madre St
Thorndale Rd
Google Earth
300 ft
N

Sierra Madre Elementary
Health and Safety Projects 2024

Removal of Ball wall Safety Issue, re-imagine space for caged ball games proposed by students

Replacement of unsafe Play Structure

Restoration of Green Space

Restoration of all Fencing reduction in heights (Blue)

Asphalt Repairs with slurry seal, sections 1 & 2 Re-Striping included

Remove Carpet from Eating Area, Replace with Tile, Health issue

Installation of New 95% Privacy Fencing (Yellow)

Remove one tree, causing roof damage and high maintenance



12,389.52 sf

2

234.57 sf

14,910.83 sf

1

3,955.39 sf

Hermosa Ave

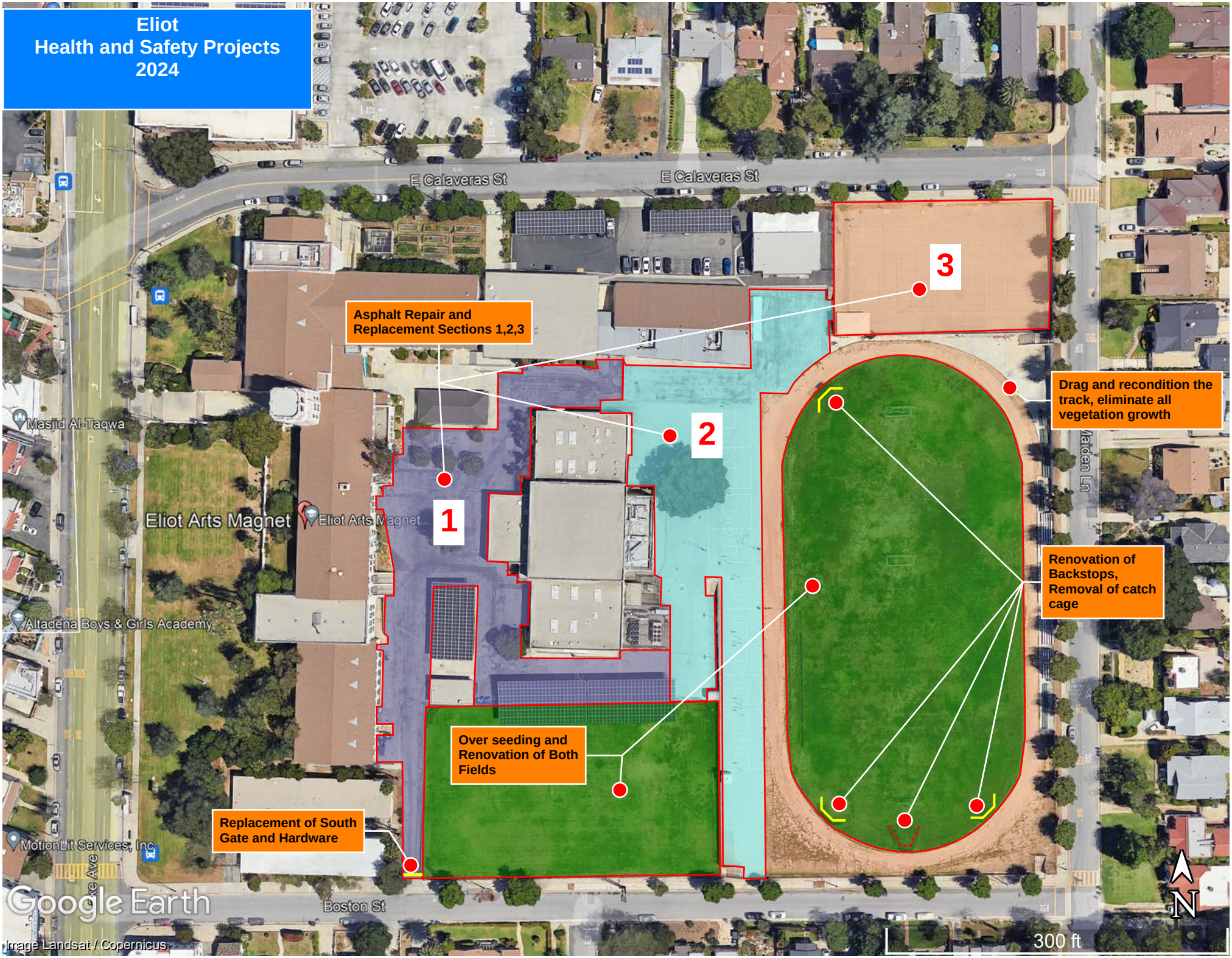
Sierra Madre elementary school

Google Earth

Image Landsat / Copernicus

N

200 ft


Eliot
Health and Safety Projects
2024
E Calaveras St
E Calaveras St
Asphalt Repair and Replacement Sections 1,2,3
1
2
3
Drag and recondition the track, eliminate all vegetation growth
Renovation of Backstops, Removal of catch cage
Over seeding and Renovation of Both Fields
Replacement of South Gate and Hardware
Masjid Al-Taqwa
Eliot Arts Magnet
Eliot Arts Magnet
Altadena Boys & Girls Academy
MotionLit Services, Inc
Boston St
Google Earth
Image Landsat / Copernicus
N
300 ft

Pilgrim Fence Co.

ESTABLISHED 1949

Pilgrim Fence Company
3275 E. FLORENCE AVE. HUNTINGTON PARK CA 90255
Telephone (323) 582-8191 Fax (323) 582-2016
License # 360110 www.pilgrimfence.com

TO: Willard Elementary School
301 Madre St
Pasadena, CA 91107

Project: Willard ES Privacy Link Installation
Project Address: 301 Madre St
Pasadena, CA 91107

Date: 3/4/2024	Billing Address	
Contact Person: Gregory Romero		
Phone Number	City / State / Zip Code	
Fax Number	Mobile / Job Site Phone Numbers: 323-833-0254	
Approximate Starting Date: 2024	Approximate Completion Date: 2024	LOG#

SCOPE OF WORK: Pilgrim Fence Company is pleased to submit this proposal for work as listed below:

INSTALL ☑ REPAIR ☐ RELOCATE ☐ REMOVE ☑

Labor and Materials to install fence & gates:

Remove 291' linear feet of 6' chain link wire.
Dispose of old chain link material.
Install 291'x6" high chain link fence fabric with Green vinyl privacy slats ("PrivacyLink").
3"x5" diamond 9 gauge galvanized chain link with vinyl privacy slats.
Use all existing terminal, line and gate posts.
Reuse existing 1 5/8" O.D. top rail
Provide new fittings and tension wire at the bottom.

EXCLUSIONS:

Additional move ins are extra. Sky Blue or Royal Blue slat colors are extra. Shrubs cleared from fence by others. Peformance and payment bonds are extra.

SPECIAL PROVISIONS:

Prevailing Wages Included. DIR# 1000008432. Work performed during normal business hours or during school holidays.

TOTAL COST: $ 19,910

TERMS: _____
(To be determined by Corporate Credit)

Price is valid for 30 days

By signature below, the customer acknowledges that he/she has read and accepts the Contract terms and conditions set forth on page 2 and inclusive of any attachments.

Accepted by:

_____
(Company Name)

By: _____
Its: Arthur Kert
Print Name and Title

Date: _____

By: _____
Its: _____
Print Name and Title

Date: _____

TERMS AND CONDITIONS

1. **General Terms.** PILGRIM FENCE COMPANY, INC. or its subsidiary ("CONTRACTOR") agrees to provide the labor and materials (collectively the "WORK") specified on the proposal set forth on the reverse side hereof (the "front page") within a reasonable time. BUYER agrees to pay the amount shown in current U.S. funds upon substantial completion of the work per the payment terms on the reverse side hereof.
2. **Installation of Fence.** Unless otherwise agreed to in writing, BUYER shall fully cooperate in allowing CONTRACTOR'S installation of the fence by doing each of the following: (a) clearing a sufficient working area of all obstructions and removable hazards; (b) surveying, grading, locating and staking the fence line and by verifying all property lines and identifying all utility lines; (c) notifying CONTRACTOR'S crew of all potential work area hazards; (d) coordinating CONTRACTOR'S work with the activities of all other persons at the job site, including others contractors, crews, supervisors, architects and owners; and (e) obtaining all appropriate building permits or other form of governmental permission. The estimated completion date shall be extended for as long as BUYER fails to comply with this provision, and for all delays reasonably beyond CONTRACTOR'S control. BUYER shall be deemed to have accepted the goods and work performed upon payment in full.
3. **Payment, Default and Remedies.** If BUYER does not make payment in full upon substantial completion, CONTRACTOR may pursue any and all collection activity it deems necessary to collect on BUYER'S obligation. BUYER shall be responsible for all costs of collection, including but not limited to, all collection agency charges, court costs, attorneys' fees and lien fees, and all costs and attorneys' fees incurred in collecting upon any judgment. Interest will accrue on all unpaid balances, lien expenses, collection expenses and attorneys' fees from the date incurred at the rate of twenty-one percent (21%) per year or at the highest rate allowed by applicable law. CONTRACTOR may apply all payment or portions thereof to any outstanding attorney fees, court costs, collection expenses, interest and principal as CONTRACTOR, in its sole discretion, deems appropriate. This Agreement shall be construed in accordance with the laws of the State and County in which the project is located.
4. **Changes and BUYER'S Cancellation.** If BUYER requests any change in the type, quality or quantity of the fencing to be provided by CONTRACTOR hereunder, BUYER shall pay, in addition to the purchase price shown on the front page, CONTRACTOR'S standard charge for all additional fence and for such additional labor material and travel expenses as are incurred by CONTRACTOR in connection with such change. If, prior to CONTRACTOR'S delivery of the fencing, BUYER cancels such delivery of the fencing, BUYER shall be obligated to pay CONTRACTOR, as liquidated damages and a restocking fee, but not as a penalty, the amount equal to twenty-five percent (25%) of the CONTRACTOR'S standard charge for all special order materials. After CONTRACTOR has begun delivery of the fence, but before installation has begun, BUYER may cancel this Agreement by paying CONTRACTOR, as liquidated damages and as a restocking and transportation fee, but not as a penalty, the amount equal to fifty percent (50%) of the purchase price shown on the front page.
5. **Cumulative Remedies.** To the greatest extent permitted by applicable law, BUYER'S obligation hereunder and all of CONTRACTOR'S rights and remedies provided by herein and/or by applicable law, are cumulative, and CONTRACTOR shall be entitled to exercise any and all rights and remedies. BUYER acknowledges that its obligation to pay CONTRACTOR is an independent covenant, and BUYER acknowledges that it shall have no offset rights and may not withhold payment of any monies owing to CONTRACTOR hereunder. Nothing herein, however, shall be construed to release CONTRACTOR from any obligation which it may owe to BUYER.
6. **Lien Rights.** BUYER acknowledges that CONTRACTOR has and may exercise all lien rights against the property upon which the work is performed. To the greatest extent permitted by law, BUYER and/or OWNER hereby waive any and all objections to any defects in any such lien documents. Contractor's exercise or non-exercise of such lien rights will not alter or amend this Agreement or release any of Buyer's obligations hereunder.
7. **Amendments; Waivers; Entire Agreement.** Except by a specific written document executed by the parties hereto, none of the terms, covenants, representations, warranties or conditions hereof may be waived, amended, modified, superseded or canceled. Forbearance or delay shall not be deemed a waiver. A single or partial exercise of any right or remedy shall not preclude further exercise thereof or of any other right or remedy. Any written waiver shall be strictly construed and shall not be extendable. This Agreement contains the parties' entire understanding and supersedes and replaces all prior and contemporaneous agreements and understandings, oral written or implied. All documents and instruments created hereafter and concerning this transaction, including any one or more work orders or purchase orders, shall not prevail over the terms of this Agreement.
8. **Limited Warranty.** All goods, supplied are warranted to be fit for the intended purposes for which such goods are used for a period of one (1) year. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE GOODS AND WORK TO BE PERFORMED AS CONTAINED ON THE FRONT PAGE. BUYER shall have no claim for incidental, consequential, special or proximate damages.
9. **Indemnity.** To the greatest extent permitted by law, BUYER shall indemnify, defend, hold and save CONTRACTOR (and its officers, shareholders, directors, agents, employees, servants and independent contractors) harmless from all claims and expenses, including court costs and attorneys' fees, for damages or injuries to persons or property which are related in any manner, directly or indirectly to this Agreement or to the fence (including its location) regardless of whether the injury or damage is caused in part by CONTRACTOR'S negligence or any other act or omission of CONTRACTOR or it agents, provided however, that BUYER shall not be obligated to indemnify CONTRACTOR for his sole negligence or willful misconduct.
10. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
11. **Severability.** If any provision of this Agreement is held unenforceable, CONTRACTOR may sever from this Agreement the language which makes such provision unenforceable and this Agreement shall be construed as if it did not contain the language and the rights and obligations of the parties shall be enforced accordingly. Alternatively, CONTRACTOR , at its sole option, may cancel this entire Agreement.
12. **Headings.** All paragraph headings and other headings set forth in this Agreement are for reference only and shall not be considered in interpreting the intent of the parties with respect to the matters set forth in this Agreement.
13. **Representations and Warranties.** Despite any agency capacity, the person signing this Agreement, personally and on behalf of BUYER, warrants and affirms to CONTRACTOR that the person signing this Agreement for any entity has full authority to do so and to thereby bind such entity.
14. **BUYER MUST HAVE A CURRENT CREDIT APPLICATION ON FILE WITH CONTRACTOR.** All credit and financial information provided by BUYER to Contractor is true, accurate and complete, contains no material omissions, and may be reasonably relied upon by CONTRACTOR.

AGREEMENT: As per terms and conditions set forth, We, Western Fence & Supply Co. propose to furnish and install fence as per Diagram Plan and Material listed hereon. This is a Contract between two parties and will be effective when accepted. Buyer to assume full responsibility for any and all underground wire, pipes, and/or utilities of any type, in the event the fence is not paid for in 60 days, seller has the title right to remove said fence and return to the Company. In the event of cancellation, buyer agrees to forfeit fifty percent (50%) of contract price to cover preparations made by Western Fence & Supply Co. The merchandise listed hereon shall remain the property of the seller until paid for by cash, at which time title will pass to purchaser. If the account is assigned to an attorney or collection agency for collection, then and in that event, the buyer agrees to pay reasonable attorney fees, court costs and other collection costs. In the event buyer authorized extra work other than stated herein, he shall pay on the basis of cost of labor and material upon presentation of itemized statement

-Contractor's are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning the responsibilities of the contractor may be referred to the Registrar of the Board whose address is ; Contractors' State License Board, 1002 N Street, Sacramento, California 95814.

CONTRACTOR'S LICENSE LAW, #7018

NOTICE-Under the Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier or other person who helps improve you property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that, after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness, This can happen even if you have paid your own contractor in full, if the subcontractor, laborer or supplier remains unpaid.

CONTRACTOR'S LICENSE LAW, #7019

NOTICE TO OWNER--Under the Mechanics' Lien Law, any contractor, laborer. Material man or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property, Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office, Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor services equipment or materials for the work described in said contract

SELLER SHALL NOT BE RESPONSIBLE for any delay or inability to perform hereunder arising out of strikes, lock-outs, acts of God, or the public enemy, accidents, boycotts, material shortages, disturbed labor conditions, delayed delivery of materials from sellers suppliers, force majeure, inclement weather, fire, floods, freight embargoes, caused incident to national emergency, war, or other causes beyond the reasonable control of Seller, whether of like or different character.

Buyer shall assume full responsibility for correct location or fence and as to property line and has versified diagram and dimensions on reverse side

Buyer shall obtain all permits and variances as may be required

TERMS; Balance due & payable on completion & shall bear an initial penalty of 5% on the existing unpaid balance if payment not received within 10 days of completions plus 1 1/2% per month interest charge.

PREPARED FOR

Michael Dunning

Pasadena Unified School District

6267956981

dunning.michael@pusd.us

02/23/2024

PUSD - Sierra Madre - Staff Lounge Flooring

Project Number P-0101004

KYA CMAS (4-20-78-0089C)

Contact

Chelsey Gray
1800 E. McFadden Ave.
Santa Ana, CA

chelsey.gray@thekyagroup.com

Pages 6

LICENSE 984827 (B, C15, D12, A, C20, C10, C33)

DIR # 1000003379

Proposal: P-0101004
To: Pasadena Unified School District
351 South Hudson Avenue
Pasadena, CA 91101

Date: 02/23/2024
Terms: Net30
KYA CMAS (4-20-78-0089C)

RA: Chelsey Gray
RA Phone:
RA Email: chelsey.gray@thekyagroup.com
Site: Sierra Madre Elementary School
Address: 141 W Highland Ave
Sierra Madre, CA 91024

Site Qualifications and General Scope of Work

DIR # 1000003379

Price per KYA CMAS (4-20-78-0089C)

Notes: Sales tax rate will be based upon the shipping address. Price is good for 30 days from date of quote.

Initials _____

SCOPE OF WORK - PRICING

PUSD - Sierra Madre - Staff Lounge Flooring	Quantity	U/M	Price	Value	Taxable
LVT50 LVT 5MM - Event Wood color TBD	540	SF	$5.51	$2,975.40	T
WSADH WET SET ADHESIVE	4	EA	$203.93	$815.72	T
CB45 4.5" COVE BASE black	100	EA	$1.66	$166.00	T
CVADH COVE BASE ADHESIVE	2	EA	$62.23	$124.46	T
SUNDRIES SUNDRIES	2	EA	$654.48	$1,308.96	T
Floor Covering Journeyman (So Cal)	30	HRS	$100.09	$3,002.70	
			Sales Tax	552.53	
			Total Price	$8,945.77	

Initials _____

CONDITIONS AND WARRANTY

1) Proposal:
The above proposal is valid for 30 days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, KYA Services, LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, KYA Services, LLCreserves the right to implement this surcharge when applicable.
Any job that is accepted prior to December 31st of the current year and scheduled to install after December 31st of the current year is subject to price increase

2) Purchase:
By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by KYA Services, LLC. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the "Company", as detailed in the Pricing and "General Scope of Work" sections in this agreement, above.

3) Standard Exclusions:
Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site. (c) repair or replacement of any Purchaser or Owner- supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

4) Insurance Requirements:
Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

5) Payment;
Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to KYA Services, LLC 1800 E. McFadden Ave., Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments , the Company may suspend the fulfilment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

6) Lien Releases:
Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner, Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

7) Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:
Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in additional cost to Purchaser.

8) Manufacturing and Delivery:
Manufacturing lead-time and delivery varies depending on the product purchased.

Initials _____

9) Returned Product, Deposits and/ or Cancelled Order:
From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

10) Concealed Conditions:
"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process.
Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) Changes in the Work:
During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) Warranty; Limitations of Liability:
Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made.
COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).
The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) Indemnification:
To the fullest extent permitted by law. Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) Delegation: Subcontractors:
The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company

15) Force Majeure: Impracticability:
The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) Dispute Resolution:
Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in CA, 92705 by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) Entire Agreement; No Reliance:
This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) No Third-Party Beneficiaries:
This agreements creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) Governing Law:
This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) Assignment:
Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the date executed by the Company:

KYA Services, LLC

Accepted by:

Signature:	Signature:
By: (Print)	By: (Print)
Title:	Title:
Date:	Date:

Initials _____

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 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 as 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 any 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 their 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.

Board Report No. 1726-F Date: March 28, 2024

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:	**June 23, 2022**
Mandatory Pre-Bid Conference:	**June 30, 2022 at 3:00pm**
Bid Opening Date/Time:	**July 7, 2022 at 1:30pm**

RECEIVED

JUL 0 1 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
Billing Lines	32.00	Inches	3.220693
Total Cost	$ 573.82	Account	88625
Billing Address	ARVIN UNION SCHOOL DISTRICT 737 BEAR MOUNTAIN BLVD ARVIN CA 93203 US		

ARVIN UNION SCHOOL DISTRICT
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: <u>Bid Date</u>

The bid date has been extended by four days. Previous bid date, July 7, 2022 at 1:30pm. New bid date is, *<u>July 11, 2022 at 1:30pm</u>*.

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 TELEVISING - 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 Organiation

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 Trolly 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/

CHOICE

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,

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@TLSchoice.com **Web:** www.TLSchoice.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,

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@TLSchoice.com **Web:** www.TLSchoice.com

CHOICE

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,

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@TLSchoice.com **Web:** www.TLSchoice.com

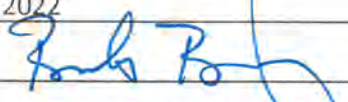
Checklist of Mandatory Bid Items

(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:
N/A
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

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 (I) year increments (total potential bid life of 5 years from Board of Education award).

19. NO MINIMUM OR MAXIMUM OUANTITIES, 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: _____ Date: July 7, 2022

Signature

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	1025607	Classification	B & C10
Contractor License Number		Classification	
Contractor License Number		Classification	

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)

SIERRA READ
Notary Public - California
Orange County
Commission # 2344229
My Comm. Expires Jan 29, 2025

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 contact 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)

IFIC Surety
A Member of IAT Insurance Group

HARCO NATIONAL INSURANCE COMPANY

www.ific.com www.iatinsurancegroup.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

2400 E. Katella Ave., Suite 250 • Anaheim, CA 92806 • Phone (714) 602 9170

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 (Insert Name of Notary exactly as it appears on the official seal), Notary Public,

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

IRENE LUONG
Notary Public - California
Orange County
Commission # 2384919
My Comm. Expires Nov 30, 2025

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

Bond # N/A

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

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

STATE OF ILLINOIS
County of Cook

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

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

A00964 Mullick & Moilanen Bonding & I

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

...

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%**

PASADENA UNIFIED SCHOOL DISTRICT

ASPHALT IMPROVEMENTS PROJECTS AT WILLARD AND SIERRA MADRE ELEMENTARY SCHOOLS AND ELIOT ARTS MIDDLE SCHOOL

PROJECT OVERVIEW:

The scope of work for this Project encompasses the essential asphalt improvements at Willard and Sierra Madre Elementary Schools, along with Eliot Arts Middle School. The primary objective is to enhance the safety, functionality, and aesthetics of the play areas by addressing asphalt paving issues. The Project will involve a comprehensive approach including, but not limited to, the removal and replacement of select asphalt paving areas, crack filling, seal coating, and striping of new asphalt.

The project will be executed across the designated play areas of Willard and Sierra Madre Elementary Schools, as well as Eliot Arts Middle School. Each location has undergone a thorough assessment and planning to identify the specific areas requiring improvement. The scope of work will be executed with minimal disruption to the daily activities of the schools, prioritizing safety and efficiency throughout the project duration.

SCOPE OF WORK:

WILLARD ELEMENTARY SCHOOL



Section 1

- ☐ Asphalt- Remove & Replace
- ☐ Grind, remove and haul away up to 4” of existing asphalt totaling approx. 5,938 SF
- ☐ Grade and compact sub-grade
- ☐ Install new hot mix asphalt up to 4” totaling approx. 5,938 SF
- ☐ Roll and compact for a smooth finish
- ☐ Seal & Stripe New Asphalt
- ☐ Fine clean asphalt surface of loose dirt and debris
- ☐ Provide and apply one application of seal coat totaling approx. 5,938 SF

Section 2

- ☐ Crack fill, Seal & Stripe
- ☐ Provide and apply cold pour crack filler to cracks measuring 1” wide or smaller
- ☐ Provide and apply one application of seal coat totaling approx. 22,195 SF

Section 3

- ☐ Asphalt- Remove & Replace (Need due to septic tank removal)
- ☐ Grind, remove and haul away up to 4” of existing asphalt totaling approx. 36,000
- ☐ Grade and compact sub-grade
- ☐ Install new hot mix asphalt up to 4” totaling approx. 36,000 SF
- ☐ Roll and compact for a smooth finish
- ☐ Seal & Stripe New Asphalt
- ☐ Fine clean asphalt surface of loose dirt and debris
- ☐ Provide and apply one application of seal coat totaling approx. 36,000 SF
- ☐ Stripe new layout per original design with high quality traffic paint

SIERRA MADRE ELEMENTARY SCHOOL



Section 1

- Asphalt- Grind & Overlay
- Grind, remove and haul away up to 1.5” of existing asphalt totaling approx. 5,850 SF
- Apply tack and prep for paving
- Install new hot mix asphalt up to 1.5” totaling approx. 5,850 SF
- Roll and compact for a smooth finish
- Seal & Stripe New Asphalt
- Fine clean asphalt surface of loose dirt and debris
- Provide and apply one application of seal coat totaling approx. 5,850 SF

Section 2

- Asphalt- Grind & Overlay
- Grind, remove and haul away up to 1.5” of existing asphalt totaling approx. 10,850 SF
- Apply tack and prep for paving
- Install new hot mix asphalt up to 1.5” totaling approx. 10,850 SF
- Roll and compact for a smooth finish
- Seal & Stripe New Asphalt
- Fine clean asphalt surface of loose dirt and debris
- Provide and apply one application of seal coat totaling approx. 10,850 SF
- Stripe new layout per original design with high quality traffic paint

Section 3

- Asphalt- Grind & Overlay
- Grind, remove and haul away up to 1.5” of existing asphalt totaling approx. 14,000 SF
- Apply tack and prep for paving
- Install new hot mix asphalt up to 1.5” totaling approx. 14,000 SF

Section 3 - continued

- Roll and compact for a smooth finish
- Seal & Stripe New Asphalt
- Fine clean asphalt surface of loose dirt and debris
- Provide and apply one application of seal coat totaling approx. 14,000 SF
- Stripe new layout per original design with high quality traffic paint

Section 4

- Asphalt- Grind & Overlay
- Grind, remove and haul away up to 1.5" of existing asphalt totaling approx. 3,331 SF
- Apply tack and prep for paving
- Install new hot mix asphalt up to 1.5" totaling approx. 3,331 SF
- Roll and compact for a smooth finish
- Seal & Stripe New Asphalt
- Fine clean asphalt surface of loose dirt and debris
- Provide and apply one application of seal coat totaling approx. 3,331 SF
- Stripe new layout per original design with high quality traffic paint

ELIOT ARTS MIDDLE SCHOOL



Section 1

- Asphalt- Remove & Replace
- Grind, remove and haul away up to 4" of existing asphalt totaling approx. 1,358 SF
- Grade and compact subgrade
- Install new hot mix asphalt up to 4" to totaling approx. 1,358 SF
- Roll and compact for a smooth finish
- Seal & Stripe New Asphalt
- Fine clean asphalt surface of loose dirt and debris
- Provide and apply one application of seal coat totaling approx. 6,100 SF

Section 2

- Asphalt- Grind & Overlay
- Grind, remove and haul away up to 1.5" of existing asphalt totaling approx. 32,628 SF
- Apply tack and prep for paving
- Install new hot mix asphalt up to 1.5" totaling approx. 32,628 SF
- Roll and compact for a smooth finish
- Seal & Stripe
- Fine clean asphalt surface of loose dirt and debris
- Provide and apply one application of seal coat totaling approx. 32,628 SF
- Stripe new layout per original design with high quality traffic paint

Section 3

- Crack fill & Seal
- Fine clean asphalt surface, including cracks of loose dirt and debris
- Provide and apply cold pour crack filler to cracks measuring 1" wide or smaller totaling approx. 1,500 Linear Feet
- Provide and apply one application of seal coat totaling approx. 10,768 SF

Section 4

- Asphalt- Grind & Overlay
- Grind, remove and haul away up to 1.5" of existing asphalt totaling approx. 35,260 SF
- Apply tack and prep for paving
- Install new hot mix asphalt up to 1.5" totaling approx. 35,260 SF
- Roll and compact for a smooth finish
- Seal & Stripe
- Fine clean asphalt surface of loose dirt and debris
- Provide and apply one application of seal coat totaling approx. 35,260 SF

Section 5

- Asphalt- Grind & Overlay
- Grind, remove and haul away up to 1.5" of existing asphalt totaling approx. 23,000 SF
- Apply tack and prep for paving
- Install new hot mix asphalt up to 1.5" totaling approx. 23,000 SF
- Roll and compact for a smooth finish
- Seal & Stripe
- Fine clean asphalt surface of loose dirt and debris
- Provide and apply one application of seal coat totaling approx. 23,000 SF
- Stripe new layout per original design with high quality traffic paint

PROJECT MILESTONES:

Contractors must adhere to the following Project Milestones. **All work must be completed no later than Saturday, August 17, 2024.** The first day of school is August 19, 2024.

SITE & TASK	START	END
WILLARD ASPHALT R&R AND CRACK FILL	JULY 12, 2024	JULY 24, 2024
WILLARD SEAL & STRIPE	JULY 25, 2024	JULY 29, 2024

PROJECT MILESTONES - continued:

SITE & TASK	START	END
SIERRA MADRE ASPHALT GRIND & OVERLAY	JULY 25, 2024	AUGUST 3, 2024
SIERRA MADRE SEAL & STRIPE	AUGUST 5, 2024	AUGUST 8, 2024
ELIOT ARTS ASPHALT R&R	AUGUST 1, 2024	AUGUST 5, 2024
ELIOT ARTS ASPHALT GRIND & OVERLAY & CRACK FILL	AUGUST 6, 2024	AUGUST 13, 2024
ELIOT ARTS SEAL & STRIPE	AUGUST 14, 2024	AUGUST 17, 2024

Eliot Magnet Phase ==>	1		2		3		4		5		GRAND TOTAL
	Cost	%	Cost	%	Cost	%	Cost	%	Cost	%	
Catalog Pricing - HD Supply	$ 4,640.09	20.23%	$ 63,533.54	44.82%	$ -	0.00%	$ 71,386.00	43.68%	$ 34,316.27	32.85%	
Page 13 - Slurry Seal	$ 14,335.00	62.49%	$ 40,810.00	28.79%	$ 8,893.43	90.76%	$ 47,601.00	29.12%	$ 54,050.00	51.75%	
Page 13 - Exterior Striping	$ -	0.00%	$ 17,475.72	12.33%	$ -	0.00%	$ 20,514.38	12.55%	$ -	0.00%	
Page 15 - Special Equipment Service	$ 1,973.19	8.60%	$ 5,919.57	4.18%	$ -	0.00%	$ 7,892.76	4.83%	$ 5,919.57	5.67%	
Laborer	$ 1,991.00	8.68%	$ 12,489.00	8.81%	$ 905.00	9.24%	$ 14,299.00	8.75%	$ 9,050.00	8.66%	
Bonding Fee	$ -	0.00%	$ 1,513.40	1.07%	$ -	0.00%	$ 1,750.57	1.07%	$ 1,118.65	1.07%	
Subtotal	**$ 22,939.28**	100.00%	**$ 141,741.23**	100.00%	**$ 9,798.43**	100.00%	**$ 163,443.71**	100.00%	**$ 104,454.49**	100.00%	**$ 442,377.14**

Sierra Madre Phase ==>	1		2		3		4		GRAND 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**

Willard ES Phase ==>	1		2		3			GRAND 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	1.07%		
Subtotal	**$ 97,549.13**	100.00%	**$ 12,651.30**	100.00%	**$ 269,515.39**	100.00%		**$ 379,715.82**

Total	**$ 1,105,896.12**

PREPARED FOR

Michael Dunning

Pasadena Unified School District

6267956981

dunning.michael@pusd.us

02/26/2024

Pasadena USD - Sierra Madre ES - Asphalt (Phase 1)

Project Number P-0100877

CHOICE Arvin (2022-23-001)

Contact

Chelsey Gray
1800 E. McFadden Ave.
Santa Ana, CA

chelsey.gray@tlschoice.com

Pages 6

LICENSE # 1025607 (B)

DIR # 1000048409

Proposal: P-0100877
To: Pasadena Unified School District
351 South Hudson Avenue
Pasadena, CA 91101

Date: 02/26/2024
Terms: Net30
CHOICE Arvin (2022-23-001)

RA: Chelsey Gray
RA Phone:
RA Email: chelsey.gray@tlschoice.com
Site: Sierra Madre Elementary School
Address: 141 W Highland Ave
Sierra Madre, CA 91024

Site Qualifications and General Scope of Work

DIR # 1000048409

Prices per CHOICE Arvin (2022-23-001)

Proposal excludes the following:
•Disposal of Petromat if encountered
•Irrigation
•Electrical work not mentioned above.
•Concrete or asphalt work not mentioned above.
•Maintenance and maintenance equipment not mentioned.
•Engineering, surveying, inspection, or permit fees.
•Any Testing for Irrigation, soil, or anything not mentioned.
•Removal, disposal, and/or relocation of any obstructions, stockpiles, debris, or excavated materials generated by others.
•Traffic/pedestrian control and street sweeping services.
•Stormwater pollution prevention plan.
•Temporary or Permanent Fencing
•Any work not specifically listed above.

*All work above quoted under standard working hours
*All work above assumes standard access and does not include maintenance to improve access.

**Please be advised: Upon Contract Award, a DIR Project Registration number will be required prior to scheduling.
*Tax included in total

Notes: Sales tax rate will be based upon the shipping address. Price is good for 30 days from date of quote.

Initials _____

SCOPE OF WORK - PRICING

Pasadena USD - Sierra Madre ES - Asphalt (Phase 1)	Price	U/M	Quantity	Value
Catalog Pricing - HD Supply - Quikrete 50 Lb Road Ready Repair Asphalt Pothole Patch - Voc - $50.99	$50.99	EA	495	$25,240.05
Page 13 - Slurry Seal	$1.52	SF	5850	$8,892.00
Page 13 - Exterior Striping	$1.37	EA	5146	$7,050.02
Page 15 - Special Equipment Service	$1,973.19	EA	2	$3,946.38
Page 15 - Laborer	$181.00	HRS	24	$4,344.00
Bonding Fee	$535.89	EA	1	$535.89
			Total Price	$50,008.34

Initials _____

CONDITIONS AND WARRANTY

1) Proposal:
The above proposal is valid for 30 days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, TLS Choice, LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, TLS Choice, LLCreserves the right to implement this surcharge when applicable.
Any job that is accepted prior to December 31st of the current year and scheduled to install after December 31st of the current year is subject to price increase

2) Purchase:
By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by TLS Choice, LLC. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the "Company", as detailed in the Pricing and "General Scope of Work"sections in this agreement, above.

3) Standard Exclusions:
Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site. (c) repair or replacement of any Purchaser or Owner- supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

4) Insurance Requirements:
Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

5) Payment;
Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to TLS Choice, LLC 1800 E. McFadden Ave., Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments , the Company may suspend the fulfilment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use
all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

6) Lien Releases:
Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner, Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

7) Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:
Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in additional cost to Purchaser.

8) Manufacturing and Delivery:
Manufacturing lead-time and delivery varies depending on the product purchased.

Initials _____

9) Returned Product, Deposits and/ or Cancelled Order:
From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

10) Concealed Conditions:
"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) Changes in the Work:
During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) Warranty; Limitations of Liability:
Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made.
COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).
The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) Indemnification:
To the fullest extent permitted by law. Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) Delegation: Subcontractors:
The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company

Initials _____

15) Force Majeure: Impracticability:
The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) Dispute Resolution:
Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in CA, 92705 by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) Entire Agreement; No Reliance:
This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) No Third-Party Beneficiaries:
This agreements creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) Governing Law:
This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) Assignment:
Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the date executed by the Company:

TLS Choice, LLC

Accepted by:

Signature:	Signature:
By: (Print)	By: (Print)
Title:	Title:
Date:	Date:

Initials _____

PREPARED FOR

Michael Dunning
Pasadena Unified School District
6267956981
dunning.michael@pusd.us

02/26/2024

Pasadena USD - Sierra Madre ES - Asphalt (Phase 2)

Project Number P-0100878

CHOICE Arvin (2022-23-001)

Contact

Chelsey Gray
1800 E. McFadden Ave.
Santa Ana, CA

chelsey.gray@tlschoice.com

Pages 6

LICENSE # 1025607 (B)

DIR # 1000048409

Proposal: P-0100878
To: Pasadena Unified School District
351 South Hudson Avenue
Pasadena, CA 91101

Date: 02/26/2024
Terms: Net30
CHOICE Arvin (2022-23-001)

RA: Chelsey Gray
RA Phone:
RA Email: chelsey.gray@tlschoice.com
Site: Sierra Madre Elementary School
Address: 141 W Highland Ave
Sierra Madre, CA 91024

Site Qualifications and General Scope of Work

DIR # 1000048409

Prices per CHOICE Arvin (2022-23-001)

Proposal excludes the following:
•Disposal of Petromat if encountered
•Irrigation
•Electrical work not mentioned above.
•Concrete or asphalt work not mentioned above.
•Maintenance and maintenance equipment not mentioned.
•Engineering, surveying, inspection, or permit fees.
•Any Testing for Irrigation, soil, or anything not mentioned.
•Removal, disposal, and/or relocation of any obstructions, stockpiles, debris, or excavated materials generated by others.
•Traffic/pedestrian control and street sweeping services.
•Stormwater pollution prevention plan.
•Temporary or Permanent Fencing
•Any work not specifically listed above.

*All work above quoted under standard working hours
*All work above assumes standard access and does not include maintenance to improve access.

**Please be advised: Upon Contract Award, a DIR Project Registration number will be required prior to scheduling.
*Tax included in total

Notes: Sales tax rate will be based upon the shipping address. Price is good for 30 days from date of quote.

Initials _____

SCOPE OF WORK - PRICING

Pasadena USD - Sierra Madre ES - Asphalt (Phase 2)	Price	U/M	Quantity	Value
Catalog Pricing - HD Supply - Quikrete 50 Lb Road Ready Repair Asphalt Pothole Patch - Voc - $50.99	$50.99	EA	750	$38,242.50
Page 13 - Slurry Seal	$1.52	SF	10580	$16,081.60
Page 13 - Exterior Striping	$1.37	LF	5146	$7,050.02
Page 15 - Special Equipment Service	$1,973.19	EA	2	$3,946.38
Page 15 - Laborer	$181.00	HRS	35	$6,335.00
Bonding Fee	$775.34	EA	1	$775.34
			Total Price	$72,430.84

Initials _____

CONDITIONS AND WARRANTY

1) Proposal:
The above proposal is valid for 30 days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, TLS Choice, LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, TLS Choice, LLCreserves the right to implement this surcharge when applicable.
Any job that is accepted prior to December 31st of the current year and scheduled to install after December 31st of the current year is subject to price increase

2) Purchase:
By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by TLS Choice, LLC. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the "Company", as detailed in the Pricing and "General Scope of Work"sections in this agreement, above.

3) Standard Exclusions:
Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site. (c) repair or replacement of any Purchaser or Owner- supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

4) Insurance Requirements:
Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

5) Payment;
Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to TLS Choice, LLC 1800 E. McFadden Ave., Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments , the Company may suspend the fulfilment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use
all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

6) Lien Releases:
Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner, Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

7) Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:
Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in additional cost to Purchaser.

8) Manufacturing and Delivery:
Manufacturing lead-time and delivery varies depending on the product purchased.

Initials _____

9) Returned Product, Deposits and/ or Cancelled Order:
From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

10) Concealed Conditions:
"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) Changes in the Work:
During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) Warranty; Limitations of Liability:
Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made.
COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).
The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) Indemnification:
To the fullest extent permitted by law. Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) Delegation: Subcontractors:
The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company

Initials _____

15) Force Majeure: Impracticability:
The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) Dispute Resolution:
Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in CA, 92705 by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) Entire Agreement; No Reliance:
This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) No Third-Party Beneficiaries:
This agreements creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) Governing Law:
This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) Assignment:
Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the date executed by the Company:

TLS Choice, LLC

Accepted by:

Signature:	Signature:
By: (Print)	By: (Print)
Title:	Title:
Date:	Date:

Initials _____

PREPARED FOR

Michael Dunning

Pasadena Unified School District

6267956981

dunning.michael@pusd.us

02/26/2024

Pasadena USD - Sierra Madre ES - Asphalt (Phase 3)

Project Number P-0100879

CHOICE Arvin (2022-23-001)

Contact

Chelsey Gray
1800 E. McFadden Ave.
Santa Ana, CA

chelsey.gray@tlschoice.com

Pages 6

LICENSE # 1025607 (B)

DIR # 1000048409

Proposal: P-0100879
To: Pasadena Unified School District
351 South Hudson Avenue
Pasadena, CA 91101

Date: 02/26/2024
Terms: Net30
CHOICE Arvin (2022-23-001)

RA: Chelsey Gray
RA Phone:
RA Email: chelsey.gray@tlschoice.com
Site: Sierra Madre Elementary School
Address: 141 W Highland Ave
Sierra Madre, CA 91024

Site Qualifications and General Scope of Work

DIR # 1000048409

Prices per CHOICE Arvin (2022-23-001)

Proposal excludes the following:
•Disposal of Petromat if encountered
•Irrigation
•Electrical work not mentioned above.
•Concrete or asphalt work not mentioned above.
•Maintenance and maintenance equipment not mentioned.
•Engineering, surveying, inspection, or permit fees.
•Any Testing for Irrigation, soil, or anything not mentioned.
•Removal, disposal, and/or relocation of any obstructions, stockpiles, debris, or excavated materials generated by others.
•Traffic/pedestrian control and street sweeping services.
•Stormwater pollution prevention plan.
•Temporary or Permanent Fencing
•Any work not specifically listed above.

*All work above quoted under standard working hours
*All work above assumes standard access and does not include maintenance to improve access.

**Please be advised: Upon Contract Award, a DIR Project Registration number will be required prior to scheduling.
*Tax included in total

Notes: Sales tax rate will be based upon the shipping address. Price is good for 30 days from date of quote.

Initials _____

SCOPE OF WORK - PRICING

Pasadena USD - Sierra Madre ES - Asphalt (Phase 3)	Price	U/M	Quantity	Value
Catalog Pricing - HD Supply - Quikrete 50 Lb Road Ready Repair Asphalt Pothole Patch - Voc - $50.99	$50.99	EA	1158	$59,046.42
Page 13 - Slurry Seal	$1.52	SF	14000	$21,280.00
Page 13 - Exterior Striping	$1.37	LF	12007	$16,449.59
Page 15 - Special Equipment Service	$1,973.19	EA	3	$5,919.57
Page 15 - Laborer	$181.00	HRS	56	$10,136.00
Bonding Fee	$1,221.04	EA	1	$1,221.04
			Total Price	$114,052.62

Initials _____

CONDITIONS AND WARRANTY

1) Proposal:
The above proposal is valid for 30 days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, TLS Choice, LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, TLS Choice, LLCreserves the right to implement this surcharge when applicable.
Any job that is accepted prior to December 31st of the current year and scheduled to install after December 31st of the current year is subject to price increase

2) Purchase:
By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by TLS Choice, LLC. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the "Company", as detailed in the Pricing and "General Scope of Work"sections in this agreement, above.

3) Standard Exclusions:
Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site. (c) repair or replacement of any Purchaser or Owner- supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

4) Insurance Requirements:
Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

5) Payment;
Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to TLS Choice, LLC 1800 E. McFadden Ave., Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments , the Company may suspend the fulfilment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use
all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

6) Lien Releases:
Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner, Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

7) Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:
Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in additional cost to Purchaser.

8) Manufacturing and Delivery:
Manufacturing lead-time and delivery varies depending on the product purchased.

Initials _____

9) Returned Product, Deposits and/ or Cancelled Order:
From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

10) Concealed Conditions:
"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) Changes in the Work:
During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) Warranty; Limitations of Liability:
Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made.
COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).
The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) Indemnification:
To the fullest extent permitted by law. Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) Delegation: Subcontractors:
The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company

Initials _____

15) Force Majeure: Impracticability:
The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) Dispute Resolution:
Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in CA, 92705 by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) Entire Agreement; No Reliance:
This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) No Third-Party Beneficiaries:
This agreements creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) Governing Law:
This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) Assignment:
Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the date executed by the Company:

TLS Choice, LLC

Accepted by:

Signature:	Signature:
By: (Print)	By: (Print)
Title:	Title:
Date:	Date:

Initials _____

PREPARED FOR

Michael Dunning
Pasadena Unified School District
6267956981
dunning.michael@pusd.us

02/26/2024

Pasadena USD - Sierra Madre ES - Asphalt (Phase 4)

Project Number P-0100880

CHOICE Arvin (2022-23-001)

Contact

Chelsey Gray
1800 E. McFadden Ave.
Santa Ana, CA

chelsey.gray@tlschoice.com

Pages 6

LICENSE # 1025607 (B)

DIR # 1000048409

Proposal: P-0100880
To: Pasadena Unified School District
351 South Hudson Avenue
Pasadena, CA 91101

Date: 02/26/2024
Terms: Net30
CHOICE Arvin (2022-23-001)

RA: Chelsey Gray
RA Phone:
RA Email: chelsey.gray@tlschoice.com
Site: Sierra Madre Elementary School
Address: 141 W Highland Ave
Sierra Madre, CA 91024

Site Qualifications and General Scope of Work

DIR # 1000048409

Prices per CHOICE Arvin (2022-23-001)

Proposal excludes the following:
•Disposal of Petromat if encountered
•Irrigation
•Electrical work not mentioned above.
•Concrete or asphalt work not mentioned above.
•Maintenance and maintenance equipment not mentioned.
•Engineering, surveying, inspection, or permit fees.
•Any Testing for Irrigation, soil, or anything not mentioned.
•Removal, disposal, and/or relocation of any obstructions, stockpiles, debris, or excavated materials generated by others.
•Traffic/pedestrian control and street sweeping services.
•Stormwater pollution prevention plan.
•Temporary or Permanent Fencing
•Any work not specifically listed above.

*All work above quoted under standard working hours
*All work above assumes standard access and does not include maintenance to improve access.

**Please be advised: Upon Contract Award, a DIR Project Registration number will be required prior to scheduling.
*Tax included in total

Notes: Sales tax rate will be based upon the shipping address. Price is good for 30 days from date of quote.

Initials _____

SCOPE OF WORK - PRICING

Pasadena USD - Sierra Madre ES - Asphalt (Phase 4)	Price	U/M	Quantity	Value
Catalog Pricing - HD Supply - Quikrete 50 Lb Road Ready Repair Asphalt Pothole Patch - Voc - $50.99	$50.99	EA	380	$19,376.20
Page 13 - Slurry Seal	$2.35	SF	3331	$7,827.85
Page 13 - Exterior Striping	$1.37	LF	8388	$11,491.56
Page 15 - Special Equipment Service	$1,973.19	EA	2	$3,946.38
Page 15 - Laborer	$181.00	HRS	23	$4,163.00
Bonding Fee	$506.37	EA	1	$506.37
			Total Price	$47,311.36

Initials _____

CONDITIONS AND WARRANTY

1) Proposal:
The above proposal is valid for 30 days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, TLS Choice, LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, TLS Choice, LLCreserves the right to implement this surcharge when applicable.
Any job that is accepted prior to December 31st of the current year and scheduled to install after December 31st of the current year is subject to price increase

2) Purchase:
By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by TLS Choice, LLC. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the "Company", as detailed in the Pricing and "General Scope of Work"sections in this agreement, above.

3) Standard Exclusions:
Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site. (c) repair or replacement of any Purchaser or Owner- supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

4) Insurance Requirements:
Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

5) Payment;
Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to TLS Choice, LLC 1800 E. McFadden Ave., Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments , the Company may suspend the fulfilment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use
all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

6) Lien Releases:
Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner, Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

7) Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:
Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in additional cost to Purchaser.

8) Manufacturing and Delivery:
Manufacturing lead-time and delivery varies depending on the product purchased.

Initials _____

9) Returned Product, Deposits and/ or Cancelled Order:
From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

10) Concealed Conditions:
"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) Changes in the Work:
During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) Warranty; Limitations of Liability:
Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made.
COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).
The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) Indemnification:
To the fullest extent permitted by law. Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) Delegation: Subcontractors:
The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company

Initials _____

15) Force Majeure: Impracticability:
The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) Dispute Resolution:
Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in CA, 92705 by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) Entire Agreement; No Reliance:
This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) No Third-Party Beneficiaries:
This agreements creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) Governing Law:
This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) Assignment:
Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the date executed by the Company:

TLS Choice, LLC

Accepted by:

Signature:	Signature:
By: (Print)	By: (Print)
Title:	Title:
Date:	Date:

Initials _____

PREPARED FOR

Michael Dunning

Pasadena Unified School District

6267956981

dunning.michael@pusd.us

02/26/2024

Pasadena USD - Willard ES - Asphalt (Phase 1)

Project Number P-0100881

CHOICE Arvin (2022-23-001)

Contact

Chelsey Gray
1800 E. McFadden Ave.
Santa Ana, CA

chelsey.gray@tlschoice.com

Pages 6

LICENSE # 1025607 (B)

DIR # 1000048409

Proposal: P-0100881
To: Pasadena Unified School District
351 South Hudson Avenue
Pasadena, CA 91101

Date: 02/26/2024
Terms: Net30
CHOICE Arvin (2022-23-001)

RA: Chelsey Gray
RA Phone:
RA Email: chelsey.gray@tlschoice.com
Site: Willard Elementary School
Address: 301 Madre St
Pasadena, CA 91107

Site Qualifications and General Scope of Work

DIR # 1000048409

Prices per CHOICE Arvin (2022-23-001)

Proposal excludes the following:
•Disposal of Petromat if encountered
•Irrigation
•Electrical work not mentioned above.
•Concrete or asphalt work not mentioned above.
•Maintenance and maintenance equipment not mentioned.
•Engineering, surveying, inspection, or permit fees.
•Any Testing for Irrigation, soil, or anything not mentioned.
•Removal, disposal, and/or relocation of any obstructions, stockpiles, debris, or excavated materials generated by others.
•Traffic/pedestrian control and street sweeping services.
•Stormwater pollution prevention plan.
•Temporary or Permanent Fencing
•Any work not specifically listed above.

*All work above quoted under standard working hours
*All work above assumes standard access and does not include maintenance to improve access.

**Please be advised: Upon Contract Award, a DIR Project Registration number will be required prior to scheduling.
*Tax included in total

Notes: Sales tax rate will be based upon the shipping address. Price is good for 30 days from date of quote.

Initials _____

SCOPE OF WORK - PRICING

Pasadena USD - Willard ES - Asphalt (Phase 1)	Price	U/M	Quantity	Value
Catalog Pricing - HD Supply - Quikrete 50 Lb Road Ready Repair Asphalt Pothole Patch - Voc - $50.99	$50.99	EA	709	$36,151.91
Page 13 - Slurry Seal	$3.25	SF	5938	$19,298.50
Page 13 - Exterior Striping	$1.37	LF	17698	$24,246.26
Page 14 - Ready Mix Concrete	$217.61	CY	2	$435.22
Page 13 - Sundries	$654.48	EA	3	$1,963.44
Page 15 - Special Equipment Service	$1,973.19	EA	3	$5,919.57
Page 15 - Laborer	$181.00	HRS	47	$8,507.00
Bonding Fee	$1,027.23	EA	1	$1,027.23
			Total Price	$97,549.13

Initials _____

CONDITIONS AND WARRANTY

1) Proposal:
The above proposal is valid for 30 days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, TLS Choice, LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, TLS Choice, LLCreserves the right to implement this surcharge when applicable.
Any job that is accepted prior to December 31st of the current year and scheduled to install after December 31st of the current year is subject to price increase

2) Purchase:
By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by TLS Choice, LLC. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the "Company", as detailed in the Pricing and "General Scope of Work"sections in this agreement, above.

3) Standard Exclusions:
Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site. (c) repair or replacement of any Purchaser or Owner- supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

4) Insurance Requirements:
Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

5) Payment;
Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to TLS Choice, LLC 1800 E. McFadden Ave., Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments , the Company may suspend the fulfilment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use
all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

6) Lien Releases:
Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner, Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

7) Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:
Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in additional cost to Purchaser.

8) Manufacturing and Delivery:
Manufacturing lead-time and delivery varies depending on the product purchased.

Initials _____

9) Returned Product, Deposits and/ or Cancelled Order:
From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

10) Concealed Conditions:
"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) Changes in the Work:
During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) Warranty; Limitations of Liability:
Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made.
COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).
The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) Indemnification:
To the fullest extent permitted by law. Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) Delegation: Subcontractors:
The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company

Initials _____

15) Force Majeure: Impracticability:
The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) Dispute Resolution:
Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in CA, 92705 by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) Entire Agreement; No Reliance:
This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) No Third-Party Beneficiaries:
This agreements creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) Governing Law:
This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) Assignment:
Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the date executed by the Company:

TLS Choice, LLC

Accepted by:

Signature:	Signature:
By: (Print)	By: (Print)
Title:	Title:
Date:	Date:

Initials _____

PREPARED FOR

Michael Dunning

Pasadena Unified School District

6267956981

dunning.michael@pusd.us

02/26/2024

Pasadena USD - Willard ES - Asphalt (Phase 2)

Project Number P-0100882

CHOICE Arvin (2022-23-001)

Contact

Chelsey Gray
1800 E. McFadden Ave.
Santa Ana, CA

chelsey.gray@tlschoice.com

Pages 6

LICENSE # 1025607 (B)

DIR # 1000048409

Proposal: P-0100882
To: Pasadena Unified School District
351 South Hudson Avenue
Pasadena, CA 91101

Date: 02/26/2024
Terms: Net30
CHOICE Arvin (2022-23-001)

RA: Chelsey Gray
RA Phone:
RA Email: chelsey.gray@tlschoice.com
Site: Willard Elementary (Pasadena Unified)
Address: 301 South Madre St.,
Pasadena, CA 91107

Site Qualifications and General Scope of Work

DIR # 1000048409

Prices per CHOICE Arvin (2022-23-001)

Proposal excludes the following:
•Disposal of Petromat if encountered
•Irrigation
•Electrical work not mentioned above.
•Concrete or asphalt work not mentioned above.
•Maintenance and maintenance equipment not mentioned.
•Engineering, surveying, inspection, or permit fees.
•Any Testing for Irrigation, soil, or anything not mentioned.
•Removal, disposal, and/or relocation of any obstructions, stockpiles, debris, or excavated materials generated by others.
•Traffic/pedestrian control and street sweeping services.
•Stormwater pollution prevention plan.
•Temporary or Permanent Fencing
•Any work not specifically listed above.

*All work above quoted under standard working hours
*All work above assumes standard access and does not include maintenance to improve access.

**Please be advised: Upon Contract Award, a DIR Project Registration number will be required prior to scheduling.
*Tax included in total

Notes: Sales tax rate will be based upon the shipping address. Price is good for 30 days from date of quote.

Initials _____

SCOPE OF WORK - PRICING

Pasadena USD - Willard ES - Asphalt (Phase 2)	Price	U/M	Quantity	Value
Page 13 - Slurry Seal	$0.57	SF	20290	$11,565.30
Page 15 - Laborer	$181.00	EA	6	$1,086.00
			Total Price	$12,651.30

Initials _____

CONDITIONS AND WARRANTY

1) Proposal:
The above proposal is valid for 30 days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, TLS Choice, LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, TLS Choice, LLCreserves the right to implement this surcharge when applicable.
Any job that is accepted prior to December 31st of the current year and scheduled to install after December 31st of the current year is subject to price increase

2) Purchase:
By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by TLS Choice, LLC. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the "Company", as detailed in the Pricing and "General Scope of Work"sections in this agreement, above.

3) Standard Exclusions:
Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site. (c) repair or replacement of any Purchaser or Owner- supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

4) Insurance Requirements:
Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

5) Payment;
Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to TLS Choice, LLC 1800 E. McFadden Ave., Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments , the Company may suspend the fulfilment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use
all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

6) Lien Releases:
Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner, Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

7) Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:
Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in additional cost to Purchaser.

8) Manufacturing and Delivery:
Manufacturing lead-time and delivery varies depending on the product purchased.

Initials _____

9) Returned Product, Deposits and/ or Cancelled Order:
From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

10) Concealed Conditions:
"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) Changes in the Work:
During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) Warranty; Limitations of Liability:
Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made.
COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).
The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) Indemnification:
To the fullest extent permitted by law. Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) Delegation: Subcontractors:
The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company

Initials _____

15) Force Majeure: Impracticability:
The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) Dispute Resolution:
Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in CA, 92705 by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) Entire Agreement; No Reliance:
This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) No Third-Party Beneficiaries:
This agreements creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) Governing Law:
This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) Assignment:
Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the date executed by the Company:

TLS Choice, LLC

Accepted by:

Signature:	Signature:
By: (Print)	By: (Print)
Title:	Title:
Date:	Date:

Initials _____

PREPARED FOR

Michael Dunning

Pasadena Unified School District

6267956981

dunning.michael@pusd.us

02/26/2024

Pasadena USD - Willard ES - Asphalt (Phase 3)

Project Number P-0100883

CHOICE Arvin (2022-23-001)

Contact

Chelsey Gray
1800 E. McFadden Ave.
Santa Ana, CA

chelsey.gray@tlschoice.com

Pages 6

LICENSE # 1025607 (B)

DIR # 1000048409

Proposal: P-0100883
To: Pasadena Unified School District
351 South Hudson Avenue
Pasadena, CA 91101

Date: 02/26/2024
Terms: Net30
CHOICE Arvin (2022-23-001)

RA: Chelsey Gray
RA Phone:
RA Email: chelsey.gray@tlschoice.com
Site: Willard Elementary (Pasadena Unified)
Address: 301 South Madre St.,
Pasadena, CA 91107

Site Qualifications and General Scope of Work

DIR # 1000048409

Prices per CHOICE Arvin (2022-23-001)

Proposal excludes the following:
•Disposal of Petromat if encountered
•Irrigation
•Electrical work not mentioned above.
•Concrete or asphalt work not mentioned above.
•Maintenance and maintenance equipment not mentioned.
•Engineering, surveying, inspection, or permit fees.
•Any Testing for Irrigation, soil, or anything not mentioned.
•Removal, disposal, and/or relocation of any obstructions, stockpiles, debris, or excavated materials generated by others.
•Traffic/pedestrian control and street sweeping services.
•Stormwater pollution prevention plan.
•Temporary or Permanent Fencing
•Any work not specifically listed above.

*All work above quoted under standard working hours
*All work above assumes standard access and does not include maintenance to improve access.

**Please be advised: Upon Contract Award, a DIR Project Registration number will be required prior to scheduling.
*Tax included in total

Notes: Sales tax rate will be based upon the shipping address. Price is good for 30 days from date of quote.

Initials _____

SCOPE OF WORK - PRICING

Pasadena USD - Willard ES - Asphalt (Phase 3)	Price	U/M	Quantity	Value
Catalog Pricing - HD Supply - Quikrete 50 Lb Road Ready Repair Asphalt Pothole Patch - Voc - $50.99	$50.99	EA	2554	$130,228.46
Page 13 - Slurry Seal	$2.15	SF	36000	$77,400.00
Page 13 - Exterior Striping	$1.37	LF	19865	$27,215.05
Page 15 - Special Equipment Service	$1,973.19	EA	4	$7,892.76
Page 15 - Laborer	$181.00	HRS	132	$23,892.00
Bonding Fee	$2,887.12	EA	1	$2,887.12
			Total Price	$269,515.39

Initials _____

CONDITIONS AND WARRANTY

1) Proposal:
The above proposal is valid for 30 days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, TLS Choice, LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, TLS Choice, LLCreserves the right to implement this surcharge when applicable.
Any job that is accepted prior to December 31st of the current year and scheduled to install after December 31st of the current year is subject to price increase

2) Purchase:
By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by TLS Choice, LLC. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the "Company", as detailed in the Pricing and "General Scope of Work"sections in this agreement, above.

3) Standard Exclusions:
Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site. (c) repair or replacement of any Purchaser or Owner- supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

4) Insurance Requirements:
Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

5) Payment;
Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to TLS Choice, LLC 1800 E. McFadden Ave., Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments , the Company may suspend the fulfilment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use
all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

6) Lien Releases:
Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner, Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

7) Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:
Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in additional cost to Purchaser.

8) Manufacturing and Delivery:
Manufacturing lead-time and delivery varies depending on the product purchased.

Initials _____

9) Returned Product, Deposits and/ or Cancelled Order:
From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

10) Concealed Conditions:
"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) Changes in the Work:
During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) Warranty; Limitations of Liability:
Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made.
COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).
The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) Indemnification:
To the fullest extent permitted by law. Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) Delegation: Subcontractors:
The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company

Initials _____

15) Force Majeure: Impracticability:
The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) Dispute Resolution:
Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in CA, 92705 by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) Entire Agreement; No Reliance:
This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) No Third-Party Beneficiaries:
This agreements creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) Governing Law:
This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) Assignment:
Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the date executed by the Company:

TLS Choice, LLC

Accepted by:

Signature:	Signature:
By: (Print)	By: (Print)
Title:	Title:
Date:	Date:

Initials _____

PREPARED FOR

Michael Dunning

Pasadena Unified School District

6267956981

dunning.michael@pusd.us

02/26/2024

Pasadena USD - Eliot Magnet- Asphalt (Phase 1)

Project Number P-0100967

CHOICE Arvin (2022-23-001)

Contact

Chelsey Gray
1800 E. McFadden Ave.
Santa Ana, CA

chelsey.gray@tlschoice.com

Pages 6

LICENSE # 1025607 (B)

DIR # 1000048409

Proposal: P-0100967
To: Pasadena Unified School District
351 South Hudson Avenue
Pasadena, CA 91101

Date: 02/26/2024
Terms: Net30
CHOICE Arvin (2022-23-001)

RA: Chelsey Gray
RA Phone:
RA Email: chelsey.gray@tlschoice.com
Site: Eliot Arts Magnet
Address: 2184 Lake Ave
Altadena, CA 91001

Site Qualifications and General Scope of Work

DIR # 1000048409

Prices per CHOICE Arvin (2022-23-001)

Proposal excludes the following:
•Disposal of Petromat if encountered
•Irrigation
•Electrical work not mentioned above.
•Concrete or asphalt work not mentioned above.
•Maintenance and maintenance equipment not mentioned.
•Engineering, surveying, inspection, or permit fees.
•Any Testing for Irrigation, soil, or anything not mentioned.
•Removal, disposal, and/or relocation of any obstructions, stockpiles, debris, or excavated materials generated by others.
•Traffic/pedestrian control and street sweeping services.
•Stormwater pollution prevention plan.
•Temporary or Permanent Fencing
•Any work not specifically listed above.

*All work above quoted under standard working hours
*All work above assumes standard access and does not include maintenance to improve access.

**Please be advised: Upon Contract Award, a DIR Project Registration number will be required prior to scheduling.
*Tax included in total

Notes: Sales tax rate will be based upon the shipping address. Price is good for 30 days from date of quote.

Initials _____

SCOPE OF WORK - PRICING

Pasadena USD - Eliot Magnet- Asphalt (Phase 1)	Price	U/M	Quantity	Value
Catalog Pricing - HD Supply - Quikrete 50 Lb Road Ready Repair Asphalt Pothole Patch - Voc - $50.99	$50.99	EA	91	$4,640.09
Page 13 - Slurry Seal	$2.35	SF	6100	$14,335.00
Page 15 - Special Equipment Service	$1,973.19	EA	1	$1,973.19
Page 15 - Laborer	$181.00	HRS	11	$1,991.00
			Total Price	$22,939.28

Initials _____

CONDITIONS AND WARRANTY

1) Proposal:
The above proposal is valid for 30 days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, TLS Choice, LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, TLS Choice, LLCreserves the right to implement this surcharge when applicable.
Any job that is accepted prior to December 31st of the current year and scheduled to install after December 31st of the current year is subject to price increase

2) Purchase:
By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by TLS Choice, LLC. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the "Company", as detailed in the Pricing and "General Scope of Work"sections in this agreement, above.

3) Standard Exclusions:
Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site. (c) repair or replacement of any Purchaser or Owner- supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

4) Insurance Requirements:
Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

5) Payment;
Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to TLS Choice, LLC 1800 E. McFadden Ave., Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments , the Company may suspend the fulfilment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use
all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

6) Lien Releases:
Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner, Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

7) Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:
Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in additional cost to Purchaser.

8) Manufacturing and Delivery:
Manufacturing lead-time and delivery varies depending on the product purchased.

Initials _____

9) Returned Product, Deposits and/ or Cancelled Order:
From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

10) Concealed Conditions:
"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) Changes in the Work:
During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) Warranty; Limitations of Liability:
Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made.
COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).
The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) Indemnification:
To the fullest extent permitted by law. Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) Delegation: Subcontractors:
The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company

Initials _____

15) Force Majeure: Impracticability:
The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) Dispute Resolution:
Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in CA, 92705 by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) Entire Agreement; No Reliance:
This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) No Third-Party Beneficiaries:
This agreements creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) Governing Law:
This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) Assignment:
Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the date executed by the Company:

TLS Choice, LLC

Accepted by:

Signature:	Signature:
By: (Print)	By: (Print)
Title:	Title:
Date:	Date:

Initials _____

PREPARED FOR

Michael Dunning

Pasadena Unified School District

6267956981

dunning.michael@pusd.us

02/26/2024

Pasadena USD - Eliot Magnet - Asphalt (Phase 2)

Project Number P-0100968

CHOICE Arvin (2022-23-001)

Contact

Chelsey Gray
1800 E. McFadden Ave.
Santa Ana, CA

chelsey.gray@tlschoice.com

Pages 6

LICENSE # 1025607 (B)

DIR # 1000048409

Proposal: P-0100968
To: Pasadena Unified School District
351 South Hudson Avenue
Pasadena, CA 91101

Date: 02/26/2024
Terms: Net30
CHOICE Arvin (2022-23-001)

RA: Chelsey Gray
RA Phone:
RA Email: chelsey.gray@tlschoice.com
Site: Eliot Arts Magnet
Address: 2184 Lake Ave
Altadena, CA 91001

Site Qualifications and General Scope of Work

DIR # 1000048409

Prices per CHOICE Arvin (2022-23-001)

Proposal excludes the following:
•Disposal of Petromat if encountered
•Irrigation
•Electrical work not mentioned above.
•Concrete or asphalt work not mentioned above.
•Maintenance and maintenance equipment not mentioned.
•Engineering, surveying, inspection, or permit fees.
•Any Testing for Irrigation, soil, or anything not mentioned.
•Removal, disposal, and/or relocation of any obstructions, stockpiles, debris, or excavated materials generated by others.
•Traffic/pedestrian control and street sweeping services.
•Stormwater pollution prevention plan.
•Temporary or Permanent Fencing
•Any work not specifically listed above.

*All work above quoted under standard working hours
*All work above assumes standard access and does not include maintenance to improve access.

**Please be advised: Upon Contract Award, a DIR Project Registration number will be required prior to scheduling.
*Tax included in total

Notes: Sales tax rate will be based upon the shipping address. Price is good for 30 days from date of quote.

Initials _____

SCOPE OF WORK - PRICING

Pasadena USD - Eliot Magnet - Asphalt (Phase 2)	Price	U/M	Quantity	Value
Catalog Pricing - HD Supply - Quikrete 50 Lb Road Ready Repair Asphalt Pothole Patch - Voc - $50.99	$50.99	EA	1246	$63,533.54
Page 13 - Slurry Seal	$1.25	SF	32648	$40,810.00
Page 13 - Exterior Striping	$1.37	LF	12756	$17,475.72
Page 15 - Special Equipment Service	$1,973.19	EA	3	$5,919.57
Page 15 - Laborer	$181.00	HRS	69	$12,489.00
Bonding Fee	$1,513.40	EA	1	$1,513.40
			Total Price	$141,741.23

Initials _____

CONDITIONS AND WARRANTY

1) Proposal:
The above proposal is valid for 30 days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, TLS Choice, LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, TLS Choice, LLCreserves the right to implement this surcharge when applicable.
Any job that is accepted prior to December 31st of the current year and scheduled to install after December 31st of the current year is subject to price increase

2) Purchase:
By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by TLS Choice, LLC. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the "Company", as detailed in the Pricing and "General Scope of Work"sections in this agreement, above.

3) Standard Exclusions:
Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site. (c) repair or replacement of any Purchaser or Owner- supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

4) Insurance Requirements:
Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

5) Payment;
Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to TLS Choice, LLC 1800 E. McFadden Ave., Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments , the Company may suspend the fulfilment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use
all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

6) Lien Releases:
Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner, Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

7) Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:
Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in additional cost to Purchaser.

8) Manufacturing and Delivery:
Manufacturing lead-time and delivery varies depending on the product purchased.

Initials _____

9) Returned Product, Deposits and/ or Cancelled Order:
From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

10) Concealed Conditions:
"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) Changes in the Work:
During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) Warranty; Limitations of Liability:
Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made.
COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).
The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) Indemnification:
To the fullest extent permitted by law. Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) Delegation: Subcontractors:
The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company

Initials _____

15) Force Majeure: Impracticability:
The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) Dispute Resolution:
Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in CA, 92705 by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) Entire Agreement; No Reliance:
This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) No Third-Party Beneficiaries:
This agreements creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) Governing Law:
This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) Assignment:
Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the date executed by the Company:

TLS Choice, LLC

Accepted by:

Signature:	Signature:
By: (Print)	By: (Print)
Title:	Title:
Date:	Date:

Initials _____

PREPARED FOR

Michael Dunning

Pasadena Unified School District

6267956981

dunning.michael@pusd.us

03/27/2024

Pasadena USD- Eliot Magnet - Asphalt (Optional Area)

Project Number P-0100969

CHOICE Arvin (2022-23-001)

Contact

Chelsey Gray
1800 E. McFadden Ave.
Santa Ana, CA

chelsey.gray@thekyagroup.com

Pages 6

LICENSE # 1025607 (B)

DIR # 1000048409

Proposal: P-0100969
To: Pasadena Unified School District
351 South Hudson Avenue
Pasadena, CA 91101

Date: 03/27/2024
Terms: Net30
CHOICE Arvin (2022-23-001)

RA: Chelsey Gray
RA Phone:
RA Email: chelsey.gray@thekyagroup.com
Site: Eliot Arts Magnet
Address: 2184 Lake Ave
Altadena, CA 91001

Site Qualifications and General Scope of Work

DIR # 1000048409

Prices per CHOICE Arvin (2022-23-001)

Proposal excludes the following:
•Disposal of Petromat if encountered
•Irrigation
•Electrical work not mentioned above.
•Concrete or asphalt work not mentioned above.
•Maintenance and maintenance equipment not mentioned.
•Engineering, surveying, inspection, or permit fees.
•Any Testing for Irrigation, soil, or anything not mentioned.
•Removal, disposal, and/or relocation of any obstructions, stockpiles, debris, or excavated materials generated by others.
•Traffic/pedestrian control and street sweeping services.
•Stormwater pollution prevention plan.
•Temporary or Permanent Fencing
•Any work not specifically listed above.
*All work above quoted under standard working hours
*All work above assumes standard access and does not include maintenance to improve access.
**Please be advised: Upon Contract Award, a DIR Project Registration number will be required prior to scheduling.
*Tax included in total

Notes: Sales tax rate will be based upon the shipping address. Price is good for 30 days from date of quote.

Initials _____

SCOPE OF WORK - PRICING

Pasadena USD- Eliot Magnet - Asphalt (Optional Area)	Price	U/M	Quantity	Value	Taxable
Catalog Pricing - HD Supply - Quikrete 50 Lb Road Ready Repair Asphalt Pothole Patch - Voc - $50.99	$50.99	EA	673	$34,316.27	
Page 13 - Slurry Seal	$2.35	SF	23000	$54,050.00	
Page 15 - Special Equipment Service	$1,973.19	EA	3	$5,919.57	
Page 15 - Laborer	$181.00	HRS	50	$9,050.00	
Bonding Fee	$1,118.65	EA	1	$1,118.65	
			Total Price	$104,454.49	

Initials _____

CONDITIONS AND WARRANTY

1) Proposal:
The above proposal is valid for 30 days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, TLS Choice, LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, TLS Choice, LLCreserves the right to implement this surcharge when applicable.
Any job that is accepted prior to December 31st of the current year and scheduled to install after December 31st of the current year is subject to price increase

2) Purchase:
By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by TLS Choice, LLC. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the "Company", as detailed in the Pricing and "General Scope of Work"sections in this agreement, above.

3) Standard Exclusions:
Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site. (c) repair or replacement of any Purchaser or Owner- supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

4) Insurance Requirements:
Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

5) Payment;
Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to TLS Choice, LLC 1800 E. McFadden Ave., Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments , the Company may suspend the fulfilment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use
all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

6) Lien Releases:
Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner, Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

7) Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:
Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in additional cost to Purchaser.

8) Manufacturing and Delivery:
Manufacturing lead-time and delivery varies depending on the product purchased.

Initials _____

9) Returned Product, Deposits and/ or Cancelled Order:
From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

10) Concealed Conditions:
"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) Changes in the Work:
During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) Warranty; Limitations of Liability:
Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made.
COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).
The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) Indemnification:
To the fullest extent permitted by law. Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) Delegation: Subcontractors:
The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company

Initials _____

15) Force Majeure: Impracticability:
The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) Dispute Resolution:
Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in CA, 92705 by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) Entire Agreement; No Reliance:
This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) No Third-Party Beneficiaries:
This agreements creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) Governing Law:
This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) Assignment:
Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the date executed by the Company:

TLS Choice, LLC

Accepted by:

Signature:	Signature:
By: (Print)	By: (Print)
Title:	Title:
Date:	Date:

Initials _____

PREPARED FOR

Michael Dunning

Pasadena Unified School District

6267956981

dunning.michael@pusd.us

03/20/2024

Pasadena USD - Eliot Magnet - Asphalt (Phase 4)

Project Number P-0100970

CHOICE Arvin (2022-23-001)

Contact

Chelsey Gray
1800 E. McFadden Ave.
Santa Ana, CA

chelsey.gray@tlschoice.com

Pages 6

LICENSE # 1025607 (B)

DIR # 1000048409

Proposal: P-0100970
To: Pasadena Unified School District
351 South Hudson Avenue
Pasadena, CA 91101

Date: 03/20/2024
Terms: Net30
CHOICE Arvin (2022-23-001)

RA: Chelsey Gray
RA Phone:
RA Email: chelsey.gray@tlschoice.com
Site: Eliot Arts Magnet
Address: 2184 Lake Ave
Altadena, CA 91001

Site Qualifications and General Scope of Work

DIR # 1000048409

Prices per CHOICE Arvin (2022-23-001)

Proposal excludes the following:
•Disposal of Petromat if encountered
•Irrigation
•Electrical work not mentioned above.
•Concrete or asphalt work not mentioned above.
•Maintenance and maintenance equipment not mentioned.
•Engineering, surveying, inspection, or permit fees.
•Any Testing for Irrigation, soil, or anything not mentioned.
•Removal, disposal, and/or relocation of any obstructions, stockpiles, debris, or excavated materials generated by others.
•Traffic/pedestrian control and street sweeping services.
•Stormwater pollution prevention plan.
•Temporary or Permanent Fencing
•Any work not specifically listed above.

*All work above quoted under standard working hours and weekend hours.
*All work above assumes standard access and does not include maintenance to improve access.

**Please be advised: Upon Contract Award, a DIR Project Registration number will be required prior to scheduling.
*Tax included in total

Notes: Sales tax rate will be based upon the shipping address. Price is good for 30 days from date of quote.

Initials _____

SCOPE OF WORK - PRICING

Pasadena USD - Eliot Magnet - Asphalt (Phase 4)	Price	U/M	Quantity	Value
Catalog Pricing - HD Supply - Quikrete 50 Lb Road Ready Repair Asphalt Pothole Patch - Voc - $50.99	$50.99	EA	1400	$71,386.00
Page 13 - Slurry Seal	$1.35	SF	35260	$47,601.00
Page 13 - Exterior Striping	$1.37	LF	14974	$20,514.38
Page 15 - Special Equipment Service	$1,973.19	EA	4	$7,892.76
Page 15 - Laborer	$181.00	HRS	79	$14,299.00
Bonding Fee	$1,750.57	EA	1	$1,750.57
			Total Price	$163,443.71

Initials _____

CONDITIONS AND WARRANTY

1) Proposal:
The above proposal is valid for 30 days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, TLS Choice, LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, TLS Choice, LLCreserves the right to implement this surcharge when applicable.
Any job that is accepted prior to December 31st of the current year and scheduled to install after December 31st of the current year is subject to price increase

2) Purchase:
By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by TLS Choice, LLC. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the "Company", as detailed in the Pricing and "General Scope of Work"sections in this agreement, above.

3) Standard Exclusions:
Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site. (c) repair or replacement of any Purchaser or Owner- supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

4) Insurance Requirements:
Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

5) Payment;
Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to TLS Choice, LLC 1800 E. McFadden Ave., Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments , the Company may suspend the fulfilment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use
all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

6) Lien Releases:
Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner, Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

7) Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:
Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in additional cost to Purchaser.

8) Manufacturing and Delivery:
Manufacturing lead-time and delivery varies depending on the product purchased.

Initials _____

9) Returned Product, Deposits and/ or Cancelled Order:
From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

10) Concealed Conditions:
"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) Changes in the Work:
During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) Warranty; Limitations of Liability:
Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made.
COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).
The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) Indemnification:
To the fullest extent permitted by law. Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) Delegation: Subcontractors:
The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company

Initials _____

15) Force Majeure: Impracticability:
The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) Dispute Resolution:
Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in CA, 92705 by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) Entire Agreement; No Reliance:
This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) No Third-Party Beneficiaries:
This agreements creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) Governing Law:
This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) Assignment:
Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the date executed by the Company:

TLS Choice, LLC

Accepted by:

Signature:	Signature:
By: (Print)	By: (Print)
Title:	Title:
Date:	Date:

Initials _____

PREPARED FOR

Michael Dunning

Pasadena Unified School District

6267956981

dunning.michael@pusd.us

02/26/2024

Pasadena USD - Eliot Magnet - Asphalt (Phase 3)

Project Number P-0100971

CHOICE Arvin (2022-23-001)

Contact

Chelsey Gray
1800 E. McFadden Ave.
Santa Ana, CA

chelsey.gray@tlschoice.com

Pages 6

LICENSE # 1025607 (B)

DIR # 1000048409

Proposal: P-0100971
To: Pasadena Unified School District
351 South Hudson Avenue
Pasadena, CA 91101

Date: 02/26/2024
Terms: Net30
CHOICE Arvin (2022-23-001)

RA: Chelsey Gray
RA Phone:
RA Email: chelsey.gray@tlschoice.com
Site: Eliot Arts Magnet
Address: 2184 Lake Ave
Altadena, CA 91001

Site Qualifications and General Scope of Work

DIR # 1000048409

Prices per CHOICE Arvin (2022-23-001)

Proposal excludes the following:
•Disposal of Petromat if encountered
•Irrigation
•Electrical work not mentioned above.
•Concrete or asphalt work not mentioned above.
•Maintenance and maintenance equipment not mentioned.
•Engineering, surveying, inspection, or permit fees.
•Any Testing for Irrigation, soil, or anything not mentioned.
•Removal, disposal, and/or relocation of any obstructions, stockpiles, debris, or excavated materials generated by others.
•Traffic/pedestrian control and street sweeping services.
•Stormwater pollution prevention plan.
•Temporary or Permanent Fencing
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*All work above quoted under standard working hours
*All work above assumes standard access and does not include maintenance to improve access.

**Please be advised: Upon Contract Award, a DIR Project Registration number will be required prior to scheduling.
*Tax included in total

Notes: Sales tax rate will be based upon the shipping address. Price is good for 30 days from date of quote.

Initials _____

SCOPE OF WORK - PRICING

Pasadena USD - Eliot Magnet - Asphalt (Phase 3)	Price	U/M	Quantity	Value
Page 13 - Slurry Seal	$0.91	SF	9773	$8,893.43
Page 15 - Laborer	$181.00	HRS	5	$905.00
			Total Price	$9,798.43

Initials _____

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8) Manufacturing and Delivery:
Manufacturing lead-time and delivery varies depending on the product purchased.

Initials _____

9) Returned Product, Deposits and/ or Cancelled Order:
From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

10) Concealed Conditions:
"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

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12) Warranty; Limitations of Liability:
Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made.
COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).
The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) Indemnification:
To the fullest extent permitted by law. Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) Delegation: Subcontractors:
The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company

Initials _____

15) Force Majeure: Impracticability:
The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) Dispute Resolution:
Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in CA, 92705 by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) Entire Agreement; No Reliance:
This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) No Third-Party Beneficiaries:
This agreements creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) Governing Law:
This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) Assignment:
Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the date executed by the Company:

TLS Choice, LLC

Accepted by:

Signature:	Signature:
By: (Print)	By: (Print)
Title:	Title:
Date:	Date:

Initials _____

Board Report No. 1732-F Date: April 25, 2024

BOARD OF EDUCATION
PASADENA UNIFIED SCHOOL DISTRICT
PASADENA, CALIFORNIA

Topic: APPROVAL OF THE REVISION OF SCOPE AND BUDGET ALLOCATION FOR JOHN MUIR HIGH SCHOOL MODERNIZATION PROJECT

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approve the revision of scope and budget allocation for John Muir High School Modernization 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 Thursday, September 28, 2023, the Board of Education approved Board Report 1662-F for the John Muir HS's modernization project. On Thursday, November 16, 2023, Board Report 1675-F was presented to the Board of Education but was not approved, in response to the Board's feedback, thorough reassessments were conducted. This included meetings with educational partners and a critical review of the Electrical Service Upgrades and Wet Utilities beyond the Gym Modernization project scope. Additionally, a detailed examination of the existing restroom facilities was conducted, revealing that minimal upgrades would be sufficient to meet current needs and standards, which significantly reduces the need for extensive restroom renovations as initially planned.

II. STAFF ANALYSIS:

Staff is recommending the approval of the revision of scope and budget allocation. A summary of this analysis can be found below:

- **Utilities and Restroom Review:** Our comprehensive assessments showed the existing electrical and wet utilities infrastructure is adequate for our current and foreseeable needs. Similarly, our review of the onsite restrooms indicated that minimal upgrades, focused on essential enhancements, would suffice, allowing for a reallocation of funds.
- **Pool Upgrade Decision:** With the funds initially earmarked for wet utilities and electrical service upgrades now available, we propose redirecting these towards expanding the gym's pool to a 40-meter facility. This enhancement supports competitive and recreational swimming, providing long-term benefits to our students and community.
- **Facility Enhancement:** Leveraging the restroom renovation budget. We will assign this project to Huckabee/TSK through the "Additional Services" clause in their existing contract to broaden the scope, including all existing restroom updates, and construct a new facility. This facility will feature modern restrooms, a concession stand, and team rooms, significantly enhancing amenities for athletic and school events.

Attachment: BR 1662-F
BR 1675-F
Project Request Sheet

III. FISCAL IMPACT:

The project funds are being reallocated within the original $51,588,682 budget: $3,000,000 initially designated for restroom renovations, $500,000 will be utilized for restroom updates. The balance, amounting to $2,500,000 is reallocated towards the construction of a new Fieldhouse facility. Additionally, funds earmarked for infrastructure improvements, specifically $1,794,672 from water utility infrastructure and $2,243,340 from electrical infrastructure, totaling $4,038,012, will be redirected to support the expansion of the gymnasium's pool to a 40-meter facility.

Pasadena Unified School District
Board of Education Agenda
April 25, 2024
Submitted by: _____
Elizabeth J. Blanco Ed. D, Interim Superintendent

Funding title/code:
Name: John Muir HS Athletic Facilities Gym and Pool Modernization/Measure O
Code: 21.3-97126-0-00000-85000-6210-0820000
21.3-97126-0-00000-85000-6270-0820000

Approved:

_____
Elizabeth J. Blanco, Ed. D
Interim Superintendent

Originator: Manuel Carrasco, Director, Facilities, Maintenance & Operations, and Transportation

Board Report No. 1662-F Date: September 28, 2023

BOARD OF EDUCATION
PASADENA UNIFIED SCHOOL DISTRICT
PASADENA, CALIFORNIA
REVISED

Topic: APPROVAL TO PROCEED WITH PREPARATION OF BIDS AND PROCUREMENT FOR THE JOHN MUIR HS MODERNIZATION PROJECT

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approves staff to proceed with preparation of Bids and Procurement for the John Muir HS Modernization 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:

This project is in conjunction with the Facilities Master Plan. This project is to encapsulate the modernization of John Muir HS Athletic Facilities Gym and Pool. Project Description is the replacement of the existing swimming pools to follow CIF regulations. Placement of the CIF pool to be determined in programming and schematic design phases.

Modernization of the gymnasiums and locker rooms to include the following: new interior finishes, replacement of electrical distribution, replacement of low voltage systems (fire alarm, clock, data, wi-fi, and intercom), replacement of Heating, Ventilation, and Air Conditioning (HVAC) system, replacement of doors and windows, and replacement of showers with hot water.

As needed replacement of site utilities (water, sewer, storm drain), necessary electrical service upgrades associated with the Athletic Facilities Gym and Pool project, accessibility upgrades to site (path of travel), renovation of restrooms to be Americans with Disabilities Act (ADA) compliant campus wide.

The process will begin in November of 2023 with submission to the Division of the State Architect by September 2024. Anticipate accepting bids in April of 2025 to prepare for the start of construction in June of 2025. The project is scheduled to be completed by August 2026.

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 modernization of John Muir HS athletic facilities, pool, and gym.

Attachment: Measure O Bond Schedule

III. FISCAL IMPACT:

Funds required in the amount of $51,588,682 are available in the Measure O Capital Projects Fund.

Board Report No. 1662-F

Date: September 28, 2023

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-XXXXXXX

Approved:

_____
Elizabeth J. Blanco, Ed. D.
Interim Superintendent

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

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	1.7	1.7	1.7	1.7	1.7
1.6	1.6	1.6	1.6	1.6	1.6
1.5	1.5	1.5	1.5	1.5	1.5
1.4	1.4	1.4	1.4	1.4	1.4
1.3	1.3	1.3	1.3	1.3	1.3
1.2	1.2	1.2	1.2	1.2	1.2
1.1	**1.1**	**1.1**	1.1	1.1	1.1
1.0	1.0	1.0	**1.0**	**1.0**	1.0
0.9	0.9	0.9	0.9	0.9	**0.9**
0.8	0.8	0.8	0.8	0.8	0.8
0.7	0.7	0.7	0.7	0.7	0.7
0.6	0.6	0.6	0.6	0.6	0.6
0.5	0.5	0.5	0.5	0.5	0.5
0.4	0.4	0.4	0.4	0.4	0.4
0.3	0.3	0.3	0.3	0.3	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
Eliot Arts Magnet Academy	13.20	20.90	1.10	16.00	1.00	9.9	62.10

DLRGROUP

SAFEWORK CM

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
Eliot Arts Magnet Academy	13.20	20.90	1.10	16.00	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)

DLRGROUP

SAFEWORK CM

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**

DLRGROUP

SAFEWORK CM

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**


Rose Bowl

Board Report No. 1675-F Date: November 16, 2023

BOARD OF EDUCATION
PASADENA UNIFIED SCHOOL DISTRICT
PASADENA, CALIFORNIA

Topic: APPROVAL TO PROCEED WITH PREPARATION OF PLANNING, SCOPE DEVELOPMENT, BIDS, AND PROCUREMENT FOR THE JOHN MUIR HIGH SCHOOL ATHLETIC FIELD RESTROOMS AND CONCESSIONS PROJECT

RECOMMENDATION: The Governing Board of The Pasadena Unified School District approve to Proceed with Preparation of Planning, Scope Development, Bids and Procurement for the John Muir High School Athletic Field Restrooms and Concessions 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 28, 2023, BR 1662-F was approved to proceed with the preparation of bids and procurement for the John Muir High School Gym and Pool Modernization Project. Included in the budgeted amount of $51,588,682.00 was the campus wide renovation of the restrooms. It is proposed to remove the restroom renovation from the gym and pool project and replace them with a project to build new restrooms and concessions at the athletic fields to include replacement/repair of site utilities (water, sewer, and storm drain).

II. STAFF ANALYSIS:

Staff is seeking authorization to proceed with preparation of planning, scope development, bids, and procurement for the John Muir High School Athletic Field Restrooms and Concessions Project. The original budget in BR 1662-F for the Muir HS Gym and Pool Modernization will be reduced to $43,965,154.00. The balance of $7,763,528.00 will be allocated to the Athletic Field Restroom Project.

Attachments: Project Request
BR 1662-F

III. FISCAL IMPACT:

This is a reallocation of the budget of previously authorized funds. The revised budget allocations are for the John Muir High School Gym and Pool Modernization Project $43,965,154.00 and Athletic Field Restroom Project $7,763,528.00

Pasadena Unified School District
Board of Education Agenda
November 16, 2023
Submitted by: Elizabeth J Blanco
Elizabeth J Blanco, Ed.D. Interim Superintendent

Board Report No. 1675-F Date: November 16, 2023

Funding title/code:
Title: Measure O Capital Fund
Code: 21.3-97128-0-00000-85000-6210-0820000 – Architectural Design
Title: Measure O Capital Fund
Code: 21.3-97128-0-00000-85000-6270-0820000 - Construction

Approved:

Elizabeth J. Blanco, Ed. D.
Interim Superintendent

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

FACILITIES DEPARTMENT
PROPOSED PROJECT REQUEST

PASADENA Unified School District

PROPOSED PROJECT TITLE	PROPOSED SCHOOL SITE	PROJECT PROPOSED ON
Muir High School Athletic Field Restrooms Project.	John Muir HS	November 16, 2023

PROJECT SUMMARY:

BACKGROUND:

On September 28, 2023, BR 1662-F was approved to proceed with the preparation of bids and procurement for the Muir High School Gym and Pool Modernization Project. Included in the budgeted dollars of $51,588,682 was the campus wide renovation of the restrooms. It is proposed to remove the restroom renovation from the gym and pool project and replace them with a project to build new restrooms at the athletic fields to include replacement/repair of site utilities. (water, sewer, and storm drain). The original Budget in BR 1662-E for the Muir HS Gym and Pool Modernization will be reduced to $43,965,154. The balance of $7,763,528 will be allocated to the Athletic Field Restroom Project.

PROJECT DESCRIPTION

1) Preparation of planning, scope development, bids, and procurement for the Muir High School Athletic Field Restrooms Project.
2) Project to include new restrooms at the athletic field and include the replacement/ repair of related site utilities (Water, sewer, and storm drain). ADA compliance will be required.

NEXT STEPS

Board Approval
Project Planning and Scoping

PROPOSED BUDGET SOURCE: **MEASURE O**

TARGET MILESTONES	PLANNED	PRELIMINARY ESTIMATED COSTS	
Board Approval	Nov. 16, 2023		
Design Phase	Jan. 2024	Design/Bid/Inspection	$698,717
Obtain DSA Approval (if required)	Dec 2024	Construction	$6,288,458
Bid/Award Phase	TBD	Contingency/Other	$776,353.
Board Approval to Award (for Contract)	TBD		
Construction Phase	TBD	**TOTAL**	**$7,763,528**

Michael Dobrotin
Program Manager

10/20/23
Date

Manuel Carrasco
Director Facilities, Maintenance, Operations and Transportation

10/20/23
Date

Board Report No. 1733-F Date: April 25, 2024

BOARD OF EDUCATION
PASADENA UNIFIED SCHOOL DISTRICT
PASADENA, CALIFORNIA

Topic: APPROVAL TO PROCEED WITH PREPARATION OF PLANNING, SCOPE DEVELOPMENT, BIDS, AND PROCUREMENT FOR ASPHALT REPAIRS AND ROOF REPAIRS TO THE AUDUBON CAMPUS AS PART OF THE HEALTH & SAFETY ALLOCATION

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approve staff to proceed with the preparation of Planning, Scope Development, Bids, and Procurement for Asphalt repairs and Roof repairs to the Audubon Campus.

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

I. BACKGROUND:

Safety repairs are needed at the Audubon campus due to deterioration of the asphalt on both the kindergarten and main playgrounds, and the exposed wood canopy/roof structure on Building E, all of which have exceeded their service life.

II. STAFF ANALYSIS:

To address the safety concerns at the Audubon campus, staff seeks Board approval to proceed with the planning phase. This includes developing a detailed project scope, securing bids, and procuring required materials and services for the repairs.

Attachment: Project Request

III. FISCAL IMPACT:

Funds required are estimated not to exceed $480,000.00 and are available in the Measure TT and Measure O accounts.

Pasadena Unified School District
Board of Education Agenda
April 25, 2024
Submitted by: _____
Elizabeth J. Blanco Ed. D, Interim Superintendent

Funding title/code:
Name: Measure TT Capital Projects Fund
Measure O Capital Projects Fund
Code: 21.1-97141.0-00000-85000-6270-1040000
21.3-97141.0-00000-85000-6270-1040000

Board Report No. 1733-F Date: April 25, 2024

Approved:

_____

Elizabeth J. Blanco, Ed. D
Interim Superintendent

Originator: Manuel Carrasco, Director, Facilities, Maintenance & Operations, and Transportation

PROPOSED PROJECT REQUEST

PASADENA Unified School District
FACILITIES DEPARTMENT

Project Title: Audubon Safety Projects

Project Site: Audubon Campus **Project Proposal Date: April 1, 2024**

PROJECT SUMMARY

BACKGROUND

Safety issues on the Audubon campus identified by district staff and the current occupant Odyssey Charter Include asphalt repairs on the playgrounds and structural repairs to the E building Canopy and attached roof.

PROJECT DESCRIPTION

Playgrounds: A comprehensive assessment will be conducted to determine the most appropriate repair methods for the deteriorated asphalt surfaces on the North Main Playground and the South Kinder Playground.
Building E Canopy/Roof: The existing condition of the exposed wood canopy and attached roof on Building E will be thoroughly evaluated. Based on the assessment, repairs will be implemented to ensure the restored structure receives a minimum 15-year warranty.

NEXT STEPS

Board Approval to proceed, Stakeholder outreach, planning, scoping, and any preliminary work required to initiate the project. Dates TBD as we identify contractor availability, and scheduling possibilities with the occupant.

PROPOSED BUDGET SOURCE: Measure O

TARGET MILESTONES		ESTIMATED COSTS	
Board Approval	April 25, 2024	Design Services	N/A
Design Phase	N/A	Consultant Services	N/A
Obtain DSA Approval	N/A	Construction	$435,000
Bid/Award Phase	May/June	Contingency	$15,000
Board Approval to Award	August 1, 2024	Allowance	$30,000
Construction Phase	Phased / September Break	**Total**	$480,000

4/1/24

Michael Dunning
Facilities Program Manager
Date

4/1/24

Manuel Carrasco
Director Facilities, Maintenance, Operations and Transportation
Date

BOARD OF EDUCATION
PASADENA UNIFIED SCHOOL DISTRICT
PASADENA, CALIFORNIA

Topic: APPROVAL OF THE NOTICE OF COMPLETION (NOC) FOR SHADE STRUCTURES INSTALLATION PHASE 1 PROJECT

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approve the Notice of Completion (NOC) for Shade Structures Installation Phase 1 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:

Board Report 1541-F was approved by the Board to use a piggyback contract for the Procurement of Shade Structures from USA Shade. A contract was awarded to USA Shade, Inc. to Install the Phase 1 Shade Structures at Field, Hamilton, Madison, Norma Coombs, Washington Elementary Schools, and McKinley School. The District has completed the Phase 1 Shade Structures Installation at Field, Hamilton, Madison, Norma Coombs, Washington Elementary Schools, and McKinley School. The ADA Upgrades Shade Structures Phase 1 are not part of this Notice of Completion.

II. STAFF ANALYSIS:

Staff confirm that the Shade Structures Phase 1 Project was performed and completed by USA Shades, Inc. Additional work was contracted via California Uniform Public Construction Cost Accounting Act (CUPCCA), and was performed and completed by Omega Construction Co. Inc., Sun Country Playgrounds Inc, and Cal Play Surfaces Inc. Funds for the additional work were available from the overall Project Budget as authorized by BOE Report 1541-F. The Board is requested to approve the Notice of Completion. This NOC is not required to be filed with the County of Los Angeles. A detailed breakdown of costs can be found below:

Original Project Budget	**$740,429.38**
USA Shade Base Contract Value	$740,429.38
Additional Work Madison by Omega Construction	$7,580.00
Additional Work Madison by Cal Play Surfaces	$24,967.48
Additional Work Washington by Sun Country Playgrounds	$4,152.00
Total Project Cost	**$777,128.26**

Attachment: Notice of Completion
BR 1541-F

III. FISCAL IMPACT:

There is no fiscal impact.

Board Report No. 1734-F Date: April 25, 2024

Pasadena Unified School District
Board of Education Agenda
April 25, 2024
Submitted by: _____
Elizabeth J. Blanco Ed. D, Interim Superintendent

Funding title/code:
Name: Measure O – Shade Structure
Code: 21.3-97095.0-00000-85000-6270-0750000
21.3-97095.0-00000-85000-6270-0400000
21.3-97095.0-00000-85000-6270-0730000
21.3-97095.0-00000-85000-6270-0600000
21.3-97095.0-00000-85000-6270-0260000
21.3-97095.0-00000-85000-6270-0180000

Approved:

_____
Elizabeth J. Blanco, Ed. D
Interim Superintendent

Originator: Manuel Carrasco, Director, Facilities, Maintenance & Operations, and Transportation

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

Name Pasadena USD

Street Address 740 W. Woodbury Rd.

City & State Altadena, CA 91001

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

Notice is hereby given that:

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

   NAMES ADDRESSES
6. A work of improvement on the property hereinafter described was completed on _____. The work done was: Shade Structures
7. The name of the contractor, if any, for such work of improvement was USA Shades Inc
   (If no contractor for work of improvement as a whole, insert "none") (Date of Contract)
8. The property on which said work of improvement was completed is in the city of Pasadena, County of Los Angeles, State of California, and is described as follows: Washington Elementary School, Madison Elementary School, McKinley K8, Norma Coombs Elementary School Hamilton Elementary School, Field Elementary School
9. The street address of said property is 515 E Ashtabula St, Pasadena, CA 91104; 1520 N Raymond Ave, Pasadena CA 91103; 2089 Rose Villa St, Pasadena, CA 91107; 325 S Oak Knoll Ave, Pasadena, CA 91101; 2600 Paloma St, Pasadena, CA 91107; 3600 E Sierra Madre Blvd, Pasadena, CA 91107
   (If no street address has been officially assigned, insert "none")

Dated: 03/27/2024

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

VERIFICATION

I, the undersigned, say: I am the Director of Facilities the declarant of the foregoing
("President of," "Manager of," "A partner of," "Owner of," etc.)
notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

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

Executed on March 27, 20 24, at Pasadena, California.
(City where signed)

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

Board Report No. 1541-F Date: January 27, 2022

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.

Board Report No. 1541-F

Date: January 27, 2022

Pasadena Unified School District
Board of Education Agenda:
January 27, 2022
Submitted by: Leslie Barnes
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.

Board Report No. 1735-F Date: April 25, 2024

BOARD OF EDUCATION
PASADENA UNIFIED SCHOOL DISTRICT
PASADENA, CALIFORNIA

Topic: APPROVAL TO AWARD CONTRACT FOR PLAYGROUND EQUIPMENT INSTALLATION PROJECT AT SIERRA MADRE ELEMENTARY SCHOOL AS PART OF THE HEALTH AND SAFETY SCOPE

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approve the award of the contract for playground equipment installation project at Sierra Madre Elementary School as part of the Health and Safety Scope.

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:

The Playground equipment at Sierra Madre Elementary school needs replacement. Following the district's upgrade priorities outlined in BR 1666-F from September 28, 2023, this replacement should be accomplished prior to the planned installation of a Shade Structure over the Playground Equipment that is scheduled for later this year.

II. STAFF ANALYSIS:

Staff recommend replacement of the Playground Equipment. A proposal was requested and received from Dave Bang Associates Inc. The playground equipment and its installation can be directly awarded using the California Multiple Award Schedule (CMAS). Staff recommend the Award to Dave Bang Associates Inc.

Attachment: Dave Bang Associates, Inc. Proposal
California Multiple Award Schedule (CMAS) Form

III. FISCAL IMPACT:

Funds required in the amount not to exceed $259,001.92 are available in the Measure O accounts. This amount includes a reimbursable allowance of $25,000.

Pasadena Unified School District
Board of Education Agenda
April 25, 2024
Submitted by: _____
Elizabeth J. Blanco Ed. D, Interim Superintendent

Funding title/code:
Name: Measure O – Shade Structure

Code:	21.3-97095.0-00000-85000-6270-0500000	$234,001.92
	21.3-97095.0-00000-85000-6999-0500000	$25,000.00

Board Report No. 1735-F Date: April 25, 2024

Approved:

_____

Elizabeth J. Blanco, Ed. D
Interim Superintendent

Originator: Manuel Carrasco, Director, Facilities, Maintenance & Operations, and Transportation

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davebang associates inc.

Estimate

CA260280

To: **Pasadena Unified SD**
Attn: Sam Maissian
351 S. Hudson Avenue
Pasadena, CA 91109

Estimate Date	Salesperson
03/05/2024	Brittany Bourbonnais

Sierra Madre Elementary Primary Option 2 - Revision 1

Due to current market conditions, our estimates are valid for only 14 days and are subject to change due to market volatility

Estimated Shipping Date	Shipped Via	FOB	Terms
14-20 Weeks	Truck - CA	Pasadena	Net 30 CMAS #4-22-12-1015

Quantity	Description	Unit Price	Total Extended
1	"C24059CH" Playworld# 350-1833, Challengers Playstructure with OD powder coated galvanized steel posts with cast aluminum caps, one piece powder coated aluminum hinged clamps and one piece coated perforated steel decks with (11) Active Play Events to accommodate (32) users, Ages 5-12 **2024 Playworld 1H Promotion Sale - $11,430.00 savings!!	$45,721.00	$45,721.00
	Subtotal		$45,721.00
	Less CMAS Discount		($8,229.78)
	Less 2024 Playworld Promotion Sale Discount		($3,200.22)
10	Playworld# ZZXX0260, BELT SEAT W/SILVER SHIELD CHAIN FOR 8ft TOP RAIL	$170.00	$1,700.00
1	Playworld# ZZXX0930, 3.5in OD 2-UNIT STEEL ARCH SWING- 8ft TOP RAIL	$2,659.00	$2,659.00
4	Playworld# ZZXX0932, 3.5in OD STEEL ARCH SWING 2-UNIT ADD-A-BAY	$1,596.00	$6,384.00
1	Playworld # ZZXX0843Z, Risk Management Sign, Ages 5-12 *FREE with qualifying purchase of list price over $10,000	$0.00	$0.00
4	Playworld# ZZCH2110, POST CAP	$50.00	$200.00
	Subtotal		$10,943.00
	Less CMAS Discount		($1,969.74)
	Less Special Discount		($1,094.30)
4,775	Poured-in-Place New Rubber Surfacing, 4" thickness for a 10' critical fall height Color: 50% BLACK / 50% STANDARD COLOR OF CHOICE *To INCLUDE Prevailing Wages	$21.45	$102,423.75
	Subtotal		$102,423.75
	Less Additional Rubber Discount		($10,068.80)
1	Shipping - Sale Flyer Items ** 2024 1H Playworld Promotion Sale FREE Freight on Sale Items valid until June 30th, 2024 – Total savings included is: $4906	$0.00	$0.00
1	Shipping - Non-Sale Flyer Items *Due to current freight cost volatility, please contact us to confirm shipping price is valid prior to ordering.	$2,034.00	$2,034.00

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Estimate

CA260280

Quantity	Description	Unit Price	Total Extended
1	Demo by a Licensed Contractor to INCLUDE prevailing wages: •Demo Existing equipment • Demo 1,581 sqft at 4" of rubber • Demo 130 cy of wood fiber • Re-compact existing 1,581 sqft of base	$28,635.00	$28,635.00
1	Site Prep by a Licensed Contractor to INCLUDE prevailing wages: •Install 40 tiles to go under the swings • Add 65 LF of new concrete curbing on the side • Provide and Install 8" of base and wear mats	$30,820.00	$30,820.00
1	Installation by a Factory Certified Licensed Contractor to INCLUDE prevailing wages: • Install Playworld Equipment #C24059CH	$26,850.00	$26,850.00
1	Payment & Performance Bond	$6,815.59	$6,815.59
	The above price is based on utilizing the Fence Builder labor rate classification(s). If this job requires DIR project registration (PWC-100) please list this classification. If another labor classification is required, please let us know so we can revise this quote, if needed. **2024 Playworld 1H Promotion Sale Pricing valid until June 30th, 2024 - Total savings included above is: $16,336.25		

THIS ESTIMATE IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS	**Subtotal**	$229,679.50
THANK YOU FOR THIS CHANCE TO ESTIMATE	**Tax (10.25%)**	$4,322.42
Dave Bang Associate, INC. IS PLEASED TO SUBMIT THE ABOVE ESTIMATE FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS ESTIMATE IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS, AND IS VALID FOR 14 DAYS. THEREAFTER, IT IS SUBJECT TO CHANGE WITHOUT NOTICE.	**Total**	$234,001.92

Accepted By
Print Name: Manuel Carrasco Signature: _____ Date: 3/6/24

PLEASE SIGN AND RETURN ONE COPY WHEN ORDERING.

THANK YOU!

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davebang associates inc.

Estimate

CA260280

Terms & Conditions

1. General Notes

*Assembly and Installation NOT included unless otherwise noted

*Payment and Performance bonds are NOT included unless otherwise stated.

If required, additional charges will apply. Please call for details!

*Customer responsible for quoted quantities and model numbers, please check!

*Price reflects quoted quantity. Please request revision if alternate quantity is desired.

2. Payment / Ordering

*TO ORDER, please sign quote and return via email or fax to avoid any shipping delays. Fax or email copy deemed to be legal equivalent of original. If Payment with Order is required, please sign quote below and return with payment. All past due accounts subject to 1 ½% monthly finance charge. In the event legal action is required to effect collection venue shall be Orange, CA.

3. Shipping / Unloading

*Shipped by Common Carrier – Customer will need 2-4 people to unload. Liftgate NOT included. Items will be boxed and / or stretch wrapped to pallets and customer is responsible for offloading. Delivery Drivers do NOT unload

**IMPORTANT: Customer is responsible for receiving and checking quantities and condition at time of delivery - Please note any shortages or damages on delivery copy.

*Notwithstanding anything to the contrary in any Contract Documents, Customer understands that estimated shipment times for materials are an estimate only. We have no control over shipment dates. We thus make no guarantee to Owner or Customer regarding the projected shipment dates for materials and shall not be liable for any loss caused by the timing of shipments

4. Engineered Wood Fiber

*Customer to provide access for Engineered Wood Fiber delivery with tractor truck and 53' trailer.

*Customer to provide access for Engineered Wood Fiber delivery with tractor truck and 53' trailer.

*Compaction of the Engineered Wood Fiber is NOT included in the installation cost, if desired, please request an updated proposal. If Compaction of the Engineered Wood Fiber was purchased, a high capacity water source such as a hydrant must be available. If applicable, the cost of a meter and / or the cost of the water is NOT included in the proposal. If we need to acquire the meter and / or pay for the water, please request an updated proposal

5. General Notes for Purchased Installation

*Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders, prep work, flat work, grading, rerouting of water, electric, drainage or sprinkler lines unless otherwise noted in the proposal

*Demo of existing equipment or safety surfacing is NOT included unless otherwise stated in the proposal

*ROCK CLAUSE: Pricing is based on normal soil conditions which would allow an auger on a tractor to dig footings. If rocks/boulders interfere with the progress of the excavation, additional fees may apply.

*ACCESS CLAUSE: Installation based on clear access to area. Crane service is NOT included. Customer to provide access for bobcat to work area, bobcat will be provided by installer. Minimum access shall be 7' wide and 7' high. If adequate access is not provided additional charges may apply and repairs to landscape and irrigation may be required. Customer is responsible for any repairs to landscape if proper access is not provided.

*UTILITY CLAUSE: Installation to include marking of utilities by Dig Alert. Dig Alert CANNOT locate any private lines, PVC or plastic water lines. Installation does NOT include repair or relocating any underground utilities, such as drainage, irrigation, live water lines, main low voltage lines, gas, electrical, communication, or sewer etc. Customers responsibility to provide locations of any utilities prior to commencement of work.

*Customer is responsible for all landscape repairs such as, but not limited to damaged trees, bushes, lawn, curbing, sidewalks and/or asphalt paving caused by materials truck and/or 2-ton bobcat needed to complete project.

*Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders unless otherwise noted

*Before we proceed with the playground installation, the playground area MUST be compacted, be free of debris, and excavated accordingly. Please call for details.

*Concrete pad for surface mount items NOT included and MUST be provided by customer unless otherwise stated.

*Surface mount anchoring to asphalt and paver areas is NOT included unless otherwise stated.

*Private Utility Locator is NOT included unless otherwise noted. Private Utility Locator CANNOT locate any PVC or plastic water lines

*Installation does NOT include saw cutting and/or core drilling unless otherwise noted

*Installation does NOT include jackhammering. Please call for details.

*Area MUST have normal soil conditions and be level.

*All Athletic Equipment Goals such as soccer, football, etc, install location MUST be marked out by customer prior to installation, if installation was purchased

6. Temporary Fencing

*Security guards and/or temporary fencing to prevent injuries, vandalism and/or accidental damage to install area or to the rubberized surface while it sets is NOT included unless noted on quote. If desired, the installers can put up caution tape, but Temporary Fencing is recommended. Although the fencing, if provided, is intended to provide this security, the overall security of the property is ultimately the responsibility of customer. We are not responsible for any vandalism or injuries even with the provision of the fencing.

7. ADA Access

*Play Equipment MUST be installed over an impact-absorbing surface such as ADA compliant Engineered Wood Fiber or Rubber Surfacing. If not quoted, please call for details.

*This area is NOT ADA compliant without the installation of compliant surfacing and an accessible route up to and into the playground area. Please call for details.

8. Poured-in-Place Rubber Surfacing

*Rubber Surfacing cure time is normally 48-72 hours and can vary depending on weather conditions.

*Rubber Surfacing cannot be installed during extreme weather conditions and may also not be installed if rain or frost is forecast during the cure time.

*48-Hour Manned Security is NOT included for rubber.

9. Shade Shelters (non DSA)

*Shade Shelter installation price EXCLUDES – unless otherwise stated in this quote - engineering, permits, permit submittal, site plans, special inspections, soil reports, impact fees, special assessment fees. Customer is responsible for any and all of these items if required by the City.

*Shade Shelter manufacture time is 6-8 weeks. Permitting can add 2-4 weeks or more to lead time. PLEASE NOTE: Shade Orders are NOT released into production until permit is issued!

*Shade Shelter installation price EXCLUDES concrete pad, footings, masonry columns, electrical wiring and lights unless otherwise noted.

10. Shade Shelters (DSA)

**6-8 Week lead time is AFTER DSA approval by your architect of choice

* Customer to receive shade shelter. If receiving by us is needed, please call for pricing and details!

* Job to be completed in one mobilization. Additional moves will be additional pricing if we are required to remobilize due to schedule issues, stop work or a delay in work not caused by us

*Pricing does NOT include, architectural drawings, site/plot plans, DSA submittal fees, job site inspector fees, shop welding inspection fees, and/or permits

*DSA In-plant Welding Inspector to be hired by the School District. Welding Inspector fee has NOT been quoted.

*School District / Architect responsible for submission of plans to DSA for DSA approval

*Fabrication cannot start until inspections have been coordinated, colors have been selected, and approved plans received.

*Fabrication cannot start until inspections have been coordinated, colors have been selected, and approved plans received.

11. Prevailing Wages

*Prevailing Wages NOT included unless otherwise noted. (ie: Davis Bacon, TERO, ect.) If this is a Prevailing Wage project, please request alternate pricing.

*If Prevailing Wages / Davis Bacon Wages were INCLUDED, all other special work fees NOT included - Additional Labor Charges may apply if alternate labor is required.

*If DIR Project Registration is required, work may not begin until we receive DIR Project ID number

12. Indemnity Provision

*Notwithstanding anything to the contrary in any Contract Documents we shall have no duty to defend or indemnify Owner, Customer, or any other party we agree to defend or indemnify in any Contract Documents for that portion of any claim arising out of the comparative fault of any party we agree to defend or indemnify in any Contract Documents.

13. Insurance

Available Insurance

Umbrella / Excess Liability:

Each Occurrence - $2,000,000.00

Aggregate - $2,000,000.00

General Liability Limits:

Deductible - $2,500.00

Each Occurrence - $1,000,000.00

Damage to Rented Premises - $100,000.00

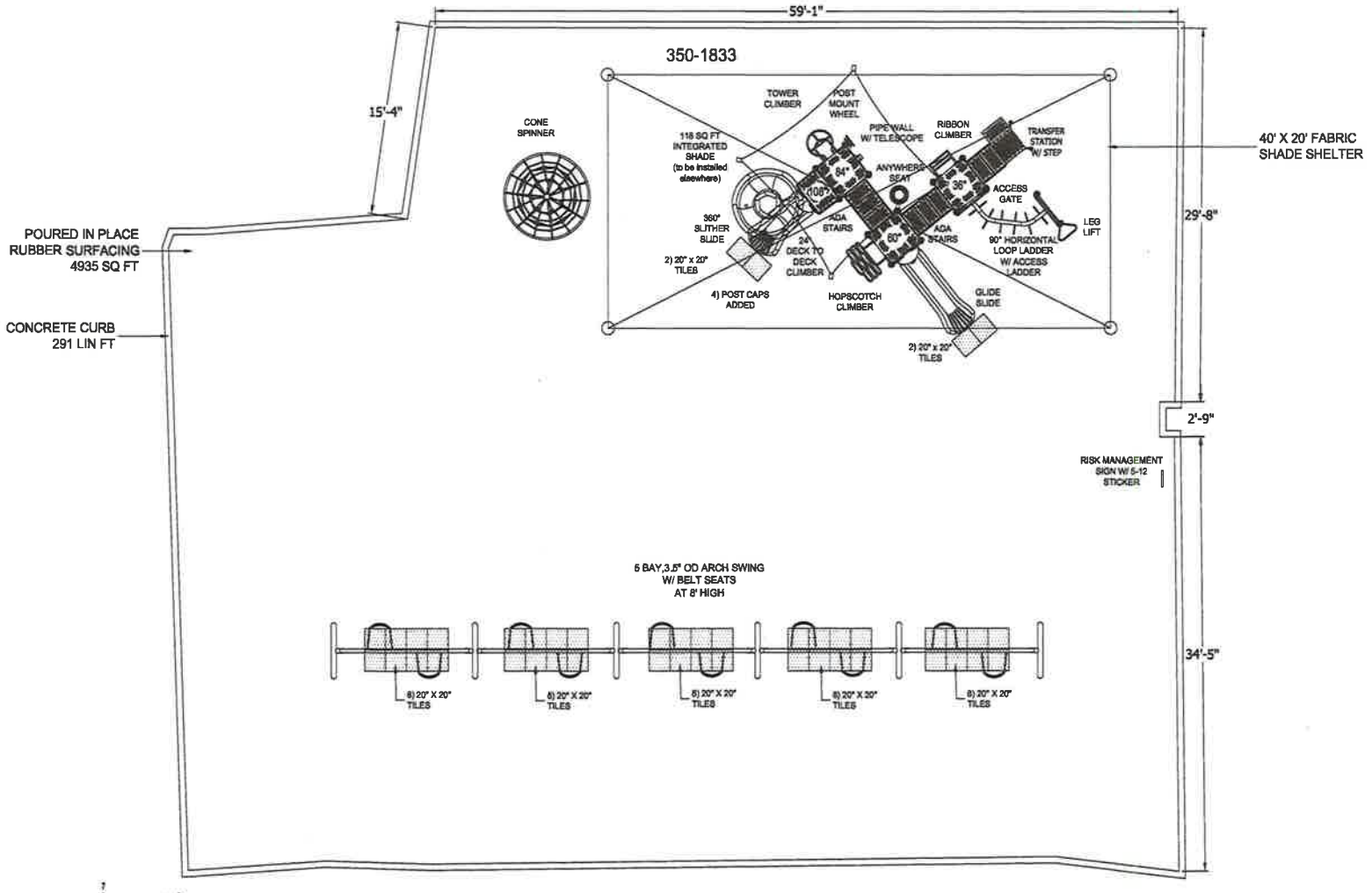
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Estimate

CA260280

Medical Expense - $5,000.00
Personal & Adv Injury - $1,000,000.00
General Aggregate (per project) - $2,000,000.00
Products Comp/OP Agg - $2,000,000.00
Excludes Contractual Liability
Available Endorsements:
Additional Insured Ongoing Operations CG2010
Additional Insured Completed Operations CG 2037
Primary Noncontributory IFG-G-0094
Waiver of Subrogation CG 2404
Per Project Aggregate IFG-G-0065
Per Location Aggregate IFG-G-0064
Auto Liability Limits:
(Any Auto, Hired Autos, Non-Owned Autos)
Combined Single Limit $1,000,000.00
Available Endorsements:
Auto Blanket Additional Insured/Waiver of Subrogation CAT353
Workers Compensation and Employers Liability:
Each Accident - $1,000,000.00
Disease (Ea Employee) - $1,000,000.00
Disease (Policy Limit) - $1,000,000.00
Waiver of Subrogation Endorsement available upon request
CA WC040306

Initial: 



TOTAL ELEVATED PLAY COMPONENTS:	7		
TOTAL ELEVATED PLAY COMPONENTS ACCESSIBLE BY RAMP:	0	REQUIRED:	0
TOTAL ELEVATED PLAY COMPONENTS ACCESSIBLE BY TRANSFER:	6	REQUIRED:	4
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN:	5	REQUIRED:	2
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS OF DIFFERENT TYPES:	5	REQUIRED:	2

*APPLICABLE ONLY WITH ADA COMPLIANT SURFACING.

PLAY STRUCTURE AND LAYOUT OF THE COMPONENTS CONFORM TO ASTM F1487-21 AND CPSC #325 GUIDELINES AND CCR TITLE 22, DIVISION 4 CHAPTER 22.
CRITICAL FALL HEIGHT OF OVERALL PLAY AREA: 108"

PROJECT:

SIERRA MADRE ELEMENTARY PRIMARY

PASADENA, CA - OPTION 2

DESIGNED BY: BRITTANY BOURBONNAIS
MARCH 5, 2023
DRAWING # C24059CHR1
PROJECT # 24000858

DESIGNED FOR AGES 5-12

since 1979
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park+playground outfitters

Sierra Madre Elementary Primary

Design Number: C24059CHR1 - Bill Of Material

Ref. No.	Part No.	Description	Quantity
	Posts		
1	ZZCH2110	POST CAP	4

Sierra Madre Elementary Primary

Design Number: C24059CHR1 - Compliance and Technical Data
Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
1	ZZCH2110	4	POST CAP	Certified	2.40			19	0	1.00	0.00	0
2	ZZXX0260	10	BELT SEAT W/SILVER SHIELD CHAIN FOR 8ft TOP RAIL	Certified	88.00			539	10	2.50	0.00	10
3	ZZXX0931	1	5in OD 2-UNIT STEEL ARCH SWING- 8ft TOP RAIL	Certified	417.00			84	0	3.00	0.48	0
4	ZZXX0933	4	5in OD STEEL ARCH SWING 2-UNIT ADD-A-BAY	Certified	997.20			337	0	8.00	0.96	0
				Totals:	1,504.60	334	606	979	10	14.50	1.44	10
					0 Kg	0 Kg	0 Kg	0 Metric Tons			0 m3	

Sierra Madre Elementary Primary

Design Number: C24059CHR1 - Compliance and Technical Data
Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events

ASTM F1487

The lay-out for this custom playscape, design number C24059CHR1, has been configured to meet the requirements of the ASTM F1487 standard. In addition, each of the above components listed as "Certified" have been tested and are IPEMA certified. Components listed as "Not Applicable" do not fall within the scope of the ASTM F1487 standard and have not been tested. IPEMA certification can be verified on the IPEMA website, www.ipema.org. In the interest of playground safety, IPEMA provides a Third Party Certification Service which validates compliance.

2010 ADA Standards for Accessible Design

The lay-out was also designed to meet the 2010 Standards published 15-Sep-2010, by the Department of Justice when installed over a properly maintained surfacing material that is in compliance with ASTM F1951 "Accessibility of Surface Systems Under and Around Playground Equipment" as well as ASTM F1292, "Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment", appropriate for the fall height of the structure.

Installation Times

Installation times are based on one experienced installer. A crew of three experienced individuals can perform the installation within the given time, each member working 1/3 of the given hours. [Eg. Installation Time = 30 hours. For a crew of three, each member will work 10 hours on the installation for a total of 30 hours on the project.]

Carbon Footprint

The CO2e (carbon footprint given in Kilograms and Metric Tons) listed above is a measure of the environmental impact this play structure represents from harvesting raw materials to the time it leaves our shipping dock. Playworld Systems nurtures a total corporate culture that is focused on eliminating carbon producing processes and products, reducing our use of precious raw materials, reusing materials whenever possible and recycling materials at every opportunity. Playworld Systems elected to adopt the Publicly Available Specification; PAS 2050 as published by the British Standards Institute and sponsored by Defra and the Carbon Trust. The PAS 2050 has gained international acceptance as a specification that measures the greenhouse gas emissions in services and goods throughout their entire life cycle.

Pre-Consumer Recycle Content

A measurement, in pounds, that qualifies the amount of material that was captured as waste and diverted from landfill during an initial manufacturing process and is being redirected to a separate manufacturing process to become a different product. E.g. 100% of our Aluminum Tubing is made from captured waste material during the manufacturing process of extruded Aluminum products such as rods, flat bars and H-channels.

Post-Consumer Recycle Content

A measurement, in pounds, that qualifies the amount of material that was once another product that has completed its lifecycle and has been diverted from a landfill as a solid waste through recycling and is now being used in a Playworld Systems' product. E.g. **20% to 40% of the steel in our steel tubing and sheet steel have been diverted from landfills. Automobiles are scrapped and recyclable steel is purchased by the steel mill that produces our raw product.

** The amount of Post-Consumer recycled steel fluctuates daily based on the availability of the recycled steel.

DAVEBAN-02 DGARRISON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/17/2023

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	CONTACT NAME: Doris Garrison	
The Mahoney Group - Mesa 1835 South Extension Road Mesa, AZ 85210	PHONE (A/C, No, Ext): (480) 214-2752	FAX (A/C, No): (480) 730-4929
	E-MAIL ADDRESS: dgarrison@mahoneygroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Burlington Insurance Company	23620
INSURED	INSURER B : Continental Insurance Company	35289
DAVE BANG ASSOCIATES INC OF CA 1885 North Main Street Orange, CA 92865	INSURER C : Technology Insurance Company	42376
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	605BG0300403	5/13/2023	5/13/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X OTHER: $5,000 Deductible							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS	X	X	6080908117	5/13/2023	5/13/2024	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB CLAIMS-MADE			605BE0232503	5/13/2023	5/13/2024	AGGREGATE	$ 2,000,000
	DED RETENTION $						Deductible	$ 0
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N/A	X	TWC4268311	5/13/2023	5/13/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
If required by written contract or agreement, Pasadena Unified School District, its board, officials, employees & agents are additional insureds on general liability including waiver of subrogation per attached forms CG2010; CG2037; IFG-I-0160; CG2404

CERTIFICATE HOLDER

Pasadena Unified School District
740 Woodbury Road
Altadena, CA 91001

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

Nancy Dupre Clark

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations, but only if you have agreed, in a written contract to add such person or organization as an additional insured on your policy for that location or part thereof, provided such a written contract is fully executed prior to an "occurrence" in which coverage is sought under this policy	Any and all locations
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.

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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
Amy owner, lessee or contractor with whom you have agreed, in a written contract, that such person or organization should be added as an additional insured on your policy, provided such written contract is fully executed prior to an "occurrence" in which coverage is sought under this policy	Any and all of your completed operations
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".

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POLICY NUMBER:	605BG0300403	**ENDORSEMENT #:**		**GEN#:**	1-1
NAMED INSURED:	Dave Bang Associates Inc (See IFG-I-0130)	**EFFECTIVE DATE:**	5-13-23		
INSURANCE COMPANY:	The Burlington Insurance Company - Non-Admitted				
PRODUCER:	0605 RT Specialty, a Division of RSG Specialty, LLC				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT

A. Section II - Who Is An Insured is amended to include as an additional insured:
1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
a. Your acts or omissions; or
b. The acts or omissions of those acting on your behalf;
in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:
a. Only applies to the extent permitted by law; and
b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization
described in Paragraph 1. above are completed.
(Continues on GEN Number 1-2)

Premium for this Endorsement:

$ 0	No Premium Change

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Includes copyrighted material of
ISO Properties, Inc., with its permission.

POLICY NUMBER:	605BG0300403	**ENDORSEMENT #:**		**GEN#:**	1-1
NAMED INSURED:	Dave Bang Associates Inc (See IFG-I-0130)	**EFFECTIVE DATE:**	5-13-23		
INSURANCE COMPANY:	The Burlington Insurance Company - Non-Admitted				
PRODUCER:	0605 RT Specialty, a Division of RSG Specialty, LLC				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Includes copyrighted material of
ISO Properties, Inc., with its permission.

POLICY NUMBER:	605BG0300403	**ENDORSEMENT #:**	**GEN#:** 1-2
NAMED INSURED:	Dave Bang Associates Inc (See IFG-I-0130)	**EFFECTIVE DATE:**	5-13-23
INSURANCE COMPANY:	The Burlington Insurance Company - Non-Admitted		
PRODUCER:	0605 RT Specialty, a Division of RSG Specialty, LLC		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

a. 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

(Continues on Gen Number 1-3)

Premium for this Endorsement:

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Includes copyrighted material of
ISO Properties, Inc., with its permission.

POLICY NUMBER:	605BG0300403	**ENDORSEMENT #:**	**GEN#:** 1-2
NAMED INSURED:	Dave Bang Associates Inc (See IFG-I-0130)	**EFFECTIVE DATE:**	5-13-23
INSURANCE COMPANY:	The Burlington Insurance Company - Non-Admitted		
PRODUCER:	0605 RT Specialty, a Division of RSG Specialty, LLC		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY

$ 0	No Premium Change

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Includes copyrighted material of
ISO Properties, Inc., with its permission.

POLICY NUMBER:	605BG0300403	**ENDORSEMENT #:**		**GEN#:**	1-.3
NAMED INSURED:	Dave Bang Associates Inc (See IFG-I-0130)	**EFFECTIVE DATE:**	5-13-23		
INSURANCE COMPANY:	The Burlington Insurance Company - Non-Admitted				
PRODUCER:	0605 RT Specialty, a Division of RSG Specialty, LLC				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY

b. 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:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; 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.

Premium for this Endorsement:

$ 0	No Premium Change

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Includes copyrighted material of
ISO Properties, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization with whom you have agreed, in a written contract to waive the transfer of rights of recovery against others to us, provided such written waiver is fully executed prior to an "occurrence" in which coverage is sought under this policy.
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 against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waives its right of recover against such person(s) or organization(s) prior to loss. This endorsement applies only to the persons(s) or organization(s) shown in the Schedule above.

© Insurance Services Office, Inc., 2018

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Dave Bang Associates, Inc. of California

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.
PO Box 1088

Requester's name and address (optional)

6 City, state, and ZIP code
Tustin, CA 92781-1088

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
3 3 - 0 4 9 7 3 4 1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** ▶ John Wormell, President & CEO **Date** ▶ 1/2/24

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.*

CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Procurement Division
707 Third Street, 2nd Floor, MS #2-202
West Sacramento, CA 95605-2811

State of California

MULTIPLE AWARD SCHEDULE

NON-MANDATORY

Dave Bang Associates Incorporated of California

CMAS NUMBER:	**4-22-12-1015**
SUPPLEMENT NUMBER:	2
CMAS TERM DATES:	12/06/2022 through 11/16/2024
EFFECTIVE DATE:	10/24/2023
CMAS CATEGORY:	Non-Information Technology Commodities
APPLICABLE CMAS TERMS & CONDITIONS:	March 1, 2023
MAXIMUM ORDER LIMIT:	State Agencies: **See Purchasing Authority Dollar Threshold provision** Local Government Agencies: **Unlimited**
FOR USE BY:	State & Local Government Agencies
BASE 1GPA #:	23-07P-03
BASE 1GPA HOLDER:	Dave Bang Associates, Inc.
PROGRAM ANALYST	John Dickinson John.Dickinson@dgs.ca.gov

This California Multiple Award Schedule (CMAS) provides for the purchase, warranty, design, demolition, site prep, installation, maintenance, and repair of playground solutions. (See page 3 for the restrictions applicable to this CMAS.)

This supplement is to extend this CMAS through 11/16/2024. In addition, this supplement replaces the existing CMAS. The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, and products and/or services are included herein. All purchase orders issued by State agencies shall incorporate these Ordering Instructions and Special Provisions, and CMAS Terms and Conditions. Review these provisions carefully as they have changed.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
DAVE BANG ASSOCIATES INCORPORATED OF CALIFORNIA
CMAS NUMBER 4-22-12-1015, SUPPLEMENT NUMBER 2

NOTICE: Products and/or services on this CMAS may be available on a Mandatory State Contract. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the State Contract User Instructions. Information regarding State Contracts can be obtained at the: State Contracts Index Listing. This requirement is not applicable to local government agencies.

Any reference to a specific manufacturer's or publisher's warranty or terms and conditions as shown in the base contract are not applicable to this CMAS.

The services provided under this CMAS are only available in support of the products covered by this CMAS.

State agencies cannot use this CMAS to purchase products available through the California Prison Industry Authority (CALPIA) without a one-time exemption from CALPIA. Agencies may request an exemption at the CALPIA website. A copy of the approved exemption must be kept with the purchase order in the procurement file for audit purposes.

Agency non-compliance with the requirements may result in the loss of CMAS program delegated purchasing authority.

CMAS contractor non-compliance with the requirements may result in termination.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
DAVE BANG ASSOCIATES INCORPORATED OF CALIFORNIA
CMAS NUMBER 4-22-12-1015, SUPPLEMENT NUMBER 2

CMAS PRODUCT & SERVICE CODES

Product & Service Codes listed below are for marketing purposes only. Review the base contract for the products and/or services available.

Bench-Recycled Plastic
Brand-Forms and Surfaces
Brand-Playworld Systems
Outdoor-Barbecue
Outdoor-Benches
Outdoor-Bike Stand
Outdoor-Picnic Table
Outdoor-Waste Receptacle
Playground-Equip
Playground-Equip Shade
Playground-Surface Rubberized
Receptacles-Trash
Recreational-Baseball Backstop
Recreational-Football Goal
Recreational-Soccer Goal
Recreational-Sporting Goods
Service-Equipment Installation
Service-Equipment Maintenance
Service-Equipment Repair
Tables-Picnic Recycled Plastic

AVAILABLE PRODUCTS AND/OR SERVICES

This CMAS provides for the purchase, warranty, design, demolition, site prep, installation, maintenance, and repair of playground solutions.

The ordering agency must verify all products and services are currently available on the base 1GPA contract "23-07P-03". To obtain the current approved 1GPA pricelist, please email Michelle Aiken at maiken@1gpa.org.

EXCLUDED PRODUCTS AND/OR SERVICES

Public works services for State Agencies are not available under this CMAS.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
DAVE BANG ASSOCIATES INCORPORATED OF CALIFORNIA
CMAS NUMBER 4-22-12-1015, SUPPLEMENT NUMBER 2

ISSUE PURCHASE ORDER TO

Agency purchase orders must be sent to the following:

Dave Bang Associates Incorporated of California
1885 North Main Street
Orange, CA 92865
Attn: Eric Huber

E-mail: eric@davebang.com

Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

Contact: John Wormell
Phone: (800) 669-2585
E-mail: john@davebang.com
Website: https://davebang.com/our-products

TOP 500 DELINQUENT TAXPAYERS

In accordance with Public Contract Code (PCC) 10295.4, and prior to placing an order for non-IT goods and/or services, **agencies must verify** with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Revenue and Taxation Code 7063 or 19195. The Franchise Tax Board's list of Top 500 Delinquent Taxpayers is available at their website. The California Department of Tax and Fee Administration's list of Top 500 Sales & Use Tax Delinquencies in California is available at their website.

CALIFORNIA SELLER'S PERMIT

The CMAS contractor's California Seller's Permit Number is 024922922. Prior to placing an order with this company, agencies must verify that this permit is still valid at the California Department of Tax and Fee Administration website.

MINIMUM ORDER LIMITATION

There is no minimum dollar value limitation on orders placed under this CMAS.

CMAS PRICES

The maximum prices allowed for the products and/or services available are those set forth in the base contract.

The ordering agency is encouraged to seek prices lower than those in the base contract. When responding to an agency's Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
DAVE BANG ASSOCIATES INCORPORATED OF CALIFORNIA
CMAS NUMBER 4-22-12-1015, SUPPLEMENT NUMBER 2

PRICE DISCOUNTS

This CMAS contains significant price discounts off the manufacturer's list price. See the base contract for the specific discount percentage.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

DARFUR CONTRACTING ACT

This CMAS contractor has certified compliance with the Darfur Contracting Act, per PCC 10475. It is the agency's responsibility to verify that the contractor has a Darfur Contracting Act Certification on file.

IRAN CERTIFICATION

This CMAS contractor has certified compliance with the Iran Contracting Act, per PCC 2001-2008. It is the agency's responsibility to verify that the contractor has an Iran Contracting Act Certification on file.

CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

Pursuant to PCC 2010 applicants must certify their compliance with the California Civil Rights laws and Employer Discriminatory Policies (Civil Code 51, GC 12960). It is the agency's responsibility to verify that the contractor has a California Civil Rights Law Certification on file.

WARRANTY

For warranties, see the base contract and the CMAS Warranty provision in the CMAS Terms and Conditions/General Provisions.

DELIVERY

As negotiated between agency and CMAS contractor and included in the purchase order.

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

SHIPPING INSTRUCTIONS

F.O.B. Destination (Free On Board) – Prepaid and Add Seller pays the freight charges.

State agencies shall follow the instructions below whenever the weight of the purchase is 100 lbs. or more and F.O.B. Destination, Freight Prepaid is not used. This requirement is not applicable to local government agencies.

All shipments will be made by ground transportation unless otherwise ordered on the purchase order.

Traffic Management Unit (TMU) approval is not required for any Leveraged Procurement Agreement negotiated by DGS; however, it is recommended that state agencies contact TMU for a freight weight comparison using the Freight Analysis Worksheet on the TMU website, under the "Forms" heading to ensure the state is getting the most reasonable shipping cost.

Note: If shipping charges for purchases weighing less than 100 lbs. appear to be excessive (e.g., $500 for a 5 lb. package where the shipping charge is a percentage of the cost of the item being purchased), departments are encouraged to contact TMU for help to obtain more appropriate pricing. TMU contact information can be found at the TMU website.

CANCELLATION AND/OR RESTOCKING FEE

Restocking Fee: 20% of LIST price and freight back, will be accessed. Once equipment is installed, there is NO return.

PURCHASING AUTHORITY DOLLAR THRESHOLD

Order limits for the purchase of goods and/or services is determined by the individual agency purchasing authority threshold.

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold, unless an exemption is granted by the Department of General Services (DGS) Purchasing Authority Unit (PAU). State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at the List of State Departments with Approved Purchasing Authority website.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
DAVE BANG ASSOCIATES INCORPORATED OF CALIFORNIA
CMAS NUMBER 4-22-12-1015, SUPPLEMENT NUMBER 2

HOW TO USE CMAS

State agencies must adhere to the requirements in the State Contracting Manual (SCM) Volume 2, Chapter 1600 and CMAS Ordering Instructions and Special Provisions when using CMAS.

- Develop an RFO, which includes a Scope of Work (SOW) and Bidder Declaration form. For information on the Bidder Declaration requirements see SCM, Volume 2, Sections 305 and 1202.
- Clearly defined Tasks (what needs to be done) and Deliverables (outcome of each task, i.e., reports, procedures manual, etc.) must be included in the State's SOW.
- A Work Order Authorization (WOA) may be used to document completion of pre-determined tasks, but only if the tasks are clearly defined in the SOW. The WOA may be used to approve release for the next phase of the agreement but cannot be used to identify any tasks other than the ones called out in the SOW. The WOA will be signed by all parties and may be submitted for progress payments under the award.
- Projects can be performed on a Fixed Price Per Deliverable (FP/D). Fixed Price; FP/D: A defined service, or set of services, performed by Contractor in response to a defined task, or set of tasks, at a specific fixed price, and delivered per a specific schedule. Note: When using FP/D the Statement of Work must describe in detail the particular project and the work that the selected Qualified Contractor will be required to perform.
- For Consulting or Personal services, do not include any labor categories/job titles or number of hours limit in RFO Requirements or the SOW. The CMAS Contractor provides this information in their Attachment B Cost Worksheet. The State does not have the expertise to make this decision (GC 19130(b)).
- Search for potential CMAS contractors on the CMAS website and select "Find a CMAS Contractor."
- Request offers from a minimum of 3 CMAS contractors including one small business (SB) and/or Disabled Veteran Business Enterprise (DVBE), if available, who are authorized to sell the products and/or able to perform the services needed. (Government Code 14846(b)).
- A valid attempt must be made to secure offers from viable CMAS contractors who are able to supply the goods and/or provide the services. Neither a lack of sufficient CMAS contractors nor the use of restrictive requirements meets the intent for obtaining offers (SCM Volume 2, Section 1670.2).
- If requesting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the RFO. This declaration must be completed by the DVBE prime contractor and/or any DVBE subcontractors and submitted with the offer (SCM Volume 2, Section 1201).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intent to award, evaluation criteria, advertising, Administrative and Technical Requirements, etc. are not applicable. (SCM Volume 2, Section 1603).

- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers did not respond with an offer. The reason must come from the CMAS contractor.
- Assess the offers received using best value criteria including cost as one of the criteria (SCM Volume 2, Section 1603).
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under $10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases. See SCM Volume 2, Section 1510 for Fair and Reason criteria.

Local agencies must follow their own procurement regulations. For more information see the Local Agency packet available online.

AGENCY RESPONSIBILITY

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes. This responsibility includes, but is not limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's best interests, obtaining required approvals, and documenting compliance with GC 19130.b(3) for outsourcing services.

It is the responsibility of each agency to consult with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order. If legal services are not available within your agency, DGS Office of Legal Services is available to provide services.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the CMAS Terms and Conditions, Conflict of Interest, for more information.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited. Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders per PCC 10329. Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited per State Administrative Manual (SAM) 4819.34.

This provision does not apply to local government agencies.

ORDERING PROCEDURES

1. Purchase Orders

All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as show on page 1.

a. State Departments:

Standard 65 Purchase Documents – State departments not transacting in FISCal must use the Purchasing Authority Purchase Order (Standard 65) for purchase execution. An electronic version of the Standard 65 is available at the Department of General Services (DGS), Procurement Division (PD) website, select Standard (STD) Forms.

FISCAL Purchase Documents – State departments transacting in FISCal will follow the FISCal procurement and contracting procedures.

b. Local Government Agencies:

Local government agencies may use their own purchase order document for purchase execution.

The agency is required to complete and distribute the purchase order. For services, the agency shall modify the information contained on the order to include the service period (start and end date), the monthly cost (or other intermittent cost), and any other information pertinent to the services. The cost for each line item must be included in the order, not just system totals.

The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to product delivery and service implementation.

2. Service and Delivery after CMAS Expiration

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the purchase order). Amending the purchase order to add quantity, time, or money is not possible if the CMAS expired.

3. Multiple CMAS Agreements on a Single Purchase Order

State agencies wishing to include multiple CMAS agreements on a single FISCal purchase order must adhere to the following guidelines:

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Enter the word "CMAS" in the space reserved for the Leveraged Procurement Agreement (LPA) number. The word "CMAS" signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.

- For each individual CMAS, the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the State agency's purchasing authority dollar threshold granted by DGS PAU.
- Do not combine items from IT and non-IT CMAS agreements. An Information Technology CMAS begins with the number "3" and a non-IT CMAS begins with the number "4." The purchase order limits are different for these CMAS agreements.

4. Amendments to State Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS has expired.

SCM, Volume 2, Section 1605 provides the following directions regarding amendments to all types of LPA purchase orders:

> Original orders, which include options for changes (e.g., quantity or time), that were assessed and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an Non-Competitively Bid is approved for those amendments.

Amendments unique to Non-IT Services:

> If the original contract permitted amendments, but did not specify the changes, (e.g., quantity or time), it may be amended. Per PCC 10335 (d)(1), a contract may only be amended once under this exemption. The time shall not exceed one year, or add not more than 30 percent of the original order value and may not exceed $250,000. If the original contract did not have language permitting amendments, the Non-Competitively Bid process must be followed.

CMAS CONTRACTOR OWNERSHIP INFORMATION

The CMAS contractor is a large business enterprise.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies must first consider offers from small businesses that have established CMAS agreements (GC 14846(b)). NOTE: DGS auditors will request substantiation of compliance with this requirement when agency files are reviewed.

CMAS Small Business and Disabled Veteran Partners can be found on the CMAS website by selecting "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (charged to customer agencies to support the CMAS program) for orders to California certified small business enterprises.

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their SB or DVBE goals whenever the CMAS contractor subcontracts a commercially useful function to a certified SB or DVBE. The CMAS contractor will provide the ordering agency with the name of the SB or DVBE used and the dollar amount the ordering agency can apply towards its SB or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its SB or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each SB or DVBE.

2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:

    a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.

    b. The CMAS contractor will indicate to the ordering agency how the order meets the SB or DVBE goal, as follows:

        i. List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and

        ii. Include the SB or DVBE certification number of each company listed and attach a copy of each certification; and

        iii. Indicate the dollar amount of each subcontract with a SB or DVBE that may be claimed by the ordering agency towards the SB or DVBE goal; and

        iv. Indicate what commercially useful function the SB or DVBE subcontractor will be providing towards fulfillment of the order.

3. The ordering agency's purchase order must be addressed to the prime contractor, and the purchase order must reference the information provided by the prime contractor as outlined above.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a CMAS contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature and does not provide a Commercially Useful Function. It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

WITHHOLD LANGUAGE (SB588)

Upon delivery or completion of ordered goods or services for which the Contractor committed to DVBE subcontractor participation, state departments must require the Contractor to certify all the following:

1. The amount and percentage of work the Contractor committed to provide to one or more DVBEs under the requirements of the contract and the amount each DVBE received from the Contractor.
2. That all payments under the contract have been made to the DVBE. Upon request, the Contractor must provide proof of payment for the work.

In accordance with the Military and Veterans Code 999.7, state departments shall withhold $10,000 from the final payment, or the full final payment if less than $10,000, if the Contractor fails to meet the certification requirements identified above. State departments shall notify the Contractor of their failure to meet the certification requirements and give the Contractor an opportunity to comply with the certification requirements. If after 30 calendar days from the date of notice, the Contractor refuses to comply with the certification requirements, the state department shall permanently deduct $10,000 from the final payment or the full payment if less than $10,000.

PRODUCT SUBSTITUTIONS

Substitution of Deliverables may not be tendered without advance written consent of the Buyer. The Contractor must offer an equivalent or newer model of the product from the same manufacturer at the same or lower price. Contractor cannot use any specification in lieu of those contained in the Contract without written consent from the Buyer.

NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

SPECIAL MANUFACTURED GOODS

Any CMAS for goods to be manufactured by the CMAS contractor specifically for the State and not suitable for sale to others may require progress payments.

For a Non-IT goods CMAS, see the CMAS Non-IT Commodities Terms and Conditions, Provision 69, Progress Payments.

TRADE-IN EQUIPMENT

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to SAM 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Standard 152, must be submitted for approval prior to disposition of any State owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

STATE AGENCY BUY RECYCLED CAMPAIGN

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign per PCC 12200 through 12217.

Contractor will be required to complete and return a Recycled-Content Certification form upon request by the state ordering agency.

PRODUCT INSTALLATION

The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project.

PUBLIC WORKS (INSTALLATION SERVICES ONLY)

A public works contract is defined as an agreement for "the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind" in accordance with PCC 1101. State agencies planning these types of projects need to review SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Visit the DGS, Real Estate Services Division (RESD) website if you have questions about public works transactions.

Local Agency CMAS purchase orders may allow for public works installation only when it is in support of the products covered by this CMAS.

Agencies are to ensure that the applicable laws and codes pertaining to the contractor and subcontractor licensing, prevailing wage rates, bonding, labor code requirements, etc. are adhered to by the prime contractor as well as any subcontractor during performance under the CMAS purchase order.

The bond amount for public works is not less than 100% of the purchase order price.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
DAVE BANG ASSOCIATES INCORPORATED OF CALIFORNIA
CMAS NUMBER 4-22-12-1015, SUPPLEMENT NUMBER 2

NOTE: In accordance with Labor Code (LC) 1773.2, the ordering agency is responsible for determining the appropriate craft, classification or type of worker needed for any contract for public works. Also, the agency is to specify the applicable prevailing wage rates as determined by the Director of the Department of Industrial Relations (DIR). In lieu of specifying the prevailing wage rates, the agency may include a statement on the order that the prevailing wage rates are on file at the agency's office and will be made available upon request. The prevailing wage rates are available from DIR at www.dir.ca.gov (select Statistics & Research).

Bonds: For guidelines, see CMAS, General Terms and Conditions, Public Works Requirements.

State Contractor's License: Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should visit the State Contractor's License Board website to verify that the Contractor's License shown below is still active and in good standing.

The CMAS contractor's California Contractor's License number is 795052. This is a Class C-61 / D34 - Prefabricated Equipment license that is valid through 05/31/2025.

NOT SPECIFICALLY PRICED ITEMS

The only time that open market/incidental, non-contract items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision.

CMAS contractors must be authorized providers of the hardware, software and/or services they offer under the NSP Items provision.

Agency and CMAS contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.

2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.

3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base contract may not be identified as an NSP item.

4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.

5. Maximum Order Limitation: For orders $250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed $5,000. For orders exceeding $250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order or $25,000 whichever is lower.

6. An NSP item included in an order issued against this CMAS is subject to all of the terms and conditions set forth in the CMAS.

7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances, where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

The following NSP items **are specifically excluded** from any order issued under this CMAS:

1. Items not intended for use in direct support of the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base contract, is subordinate to a specifically priced printer and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer that is not otherwise specifically priced in the base contract, is not subordinate to a specifically priced cable and is not eligible to be an NSP item.

2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.

3. Items that do not meet the Productive Use Requirements for information technology products, per Statewide Information Management Manual Section 195.

4. Any other item or class of items specifically excluded from the scope of this CMAS.

5. Public Works and other services NOT in support of the products covered by this CMAS.

6. Products or services the CMAS contractor is NOT factory authorized or otherwise certified or trained to provide.

7. Follow-on consultant services that were previously recommended or suggested by the same CMAS contractor.

The CMAS contractor is required to reject purchase orders containing NSP items that do not comply with the above requirements. The CMAS contractor will promptly notify the agency issuing the noncompliant order of its rejection and the reasons for its rejection.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including Universities of California, California State Universities, K-12 schools, and community colleges empowered to expend public funds. While the State makes this CMAS available, each local government agency should make its own determination whether the CMAS program is consistent with its procurement policies and regulations.

PCC 10298 allows any city, county, city and county, district, or other local governmental body or corporation empowered to expend public funds to contract with suppliers awarded CMAS without further competitive bidding. See complete PCC 10298 language at the California Legislative Information website.

PCC 10299 allows any school district empowered to expend public funds to utilize CMAS without further competitive bidding. See complete PCC 10299 language at the California Legislative Information website.

SELF-DELETING BASE CONTRACT TERMS AND CONDITIONS

Instructions or terms and conditions that appear in the Special Items or other provisions of the base contract and apply to the purchase, license, or rental (as applicable) of products or services by the US Government in the United States and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation, Federal Information Resources Management Regulation, Federal Information Processing Standards, General Services Administration Regulation, or Federal Installment Payment Agreement shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions take precedence if there is a conflict between the terms and conditions of the contractor's base contract, packaging, invoices, catalogs, brochures, technical data sheets, or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. The use of CMAS does not relieve state agencies of their responsibility to meet statewide requirements regarding contracting or the procurement of goods or services. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements; however, there is no guarantee that every requirement that pertains to all State processes has been included.

PAYMENTS AND INVOICES

1. Payment Terms

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, GC 927. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (1) the date of acceptance of goods or performance of services; or (2) receipt of an undisputed invoice, whichever is later.

2. Payee Data Record (Standard 204)

State Agencies must obtain a copy of the Payee Data Record (Standard 204) in order to process payments. State Ordering Agencies must forward a copy of the Standard 204 to their accounting offices. Without the Standard 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

DGS will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total or remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

Orders from Local Government Agencies:

CMAS contractors, who are not California certified small businesses, are required to remit to DGS an incentive fee equal to a percentage of the total of all local government agency orders (excluding sales tax and shipping) placed against their CMAS.

The incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

For more information on the incentive fees see the CMAS Management Guide.

4. Contractor Invoices

Unless otherwise stipulated, the CMAS contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- CMAS number
- Agency purchase order number
- Agency Bill Code (State Only)
- Line item number
- Unit price

- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS, purchase order and invoice must match, or the State Controller's Office will not approve payment.

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, i.e., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 through 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

The CMAS contractor accepts the State of California credit card (VISA CAL-Card).

A purchase order is required even when the ordering department chooses to pay the CMAS contractor via the CAL-Card.

7. Leasing/Financing

California State Agencies should use the Golden State Financial Marketplace (GS SMart) program for all financing and leasing needs. California Local Government Agencies (counties, cities, K-12 school districts, community colleges, California State Universities, Universities of California, etc.) may utilize the GS SMart program for financing and leasing according to PCC 14937. The minimum dollar amount for Local Government Agency financing and leasing is $100,000.

8. Lease/Purchase Analysis

California State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental and retain a copy for future audit purposes (SAM 3710).

For short-term rental equipment, the lease/purchase analysis must be approved by DGS Office of Legal Services.

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS SMart State Financial Marketplace. Buyers may contact the GS SMart Unit via e-mail at SFM@dgs.ca.gov for further information.

9. Leasing

The State reserves the right to select the form of payment for all procurements, whether it is an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS SMart and/or Lease SMart). If payment is via the financial marketplace, the CMAS contractor will invoice the State and the State will approve the invoice. The selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State. Buyers may contact the GS SMart Unit via e-mail at SFM@dgs.ca.gov for further information.

10. Maintenance Tax

The California Department of Tax and Fee Administration has ruled that in accordance with Section 1546 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For agreements that provide for only maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.

2. For agreements that provide for both maintenance services and consumable supply items (e.g., toner, developer, staples), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies used during the performance period of the maintenance contract.

The Contractor will be required to itemize the taxable consumables for State accounting purposes.

OBTAINING COPY OF CMAS

A copy of this CMAS can be obtained at Cal eProcure. Links to the CMAS terms and conditions and base contract are available on the front page of this CMAS agreement.

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base contract rates. To streamline verification that the needed items are in the base contract, the agencies should ask the CMAS contractor to identify the specific location in the base contract that include the required products, services, and prices. Once verified, agencies should save the information for their file documentation.

FEDERAL DEBARMENT

When federal funds are expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the CMAS contractor before the purchase order is issued. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

CONTRACTOR TRAVEL

The Travel provision is not applicable to this CMAS.

AMERICANS WITH DISABILITY ACT

To view the DGS Accessibility Policy, please visit the DGS website.

Board Report No. 1736-F Date: April 25, 2024

BOARD OF EDUCATION
PASADENA UNIFIED SCHOOL DISTRICT
PASADENA, CALIFORNIA

Topic: APPROVAL AND ACCEPTANCE OF THE NOTICE OF COMPLETION (NOC) FOR SUMMER 23 PHASE 2 ROOFING BY WESTERN STATES ROOFING, INC

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approve and accept the Notice of Completion (NOC) for the Summer 23 Phase 2 Roofing by Western States Roofing, 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:

BR 1550-F on May 26, 2022, was approved to replace the roofs at Don Benito, Cleveland, Loma Alta, and Webster Elementary Schools.

II. STAFF ANALYSIS:

Staff confirmed that the Phase 2 roofing project was performed and completed by Western States Roofing, Inc. The Board is requested to approve and accept the Notice of Completion. This NOC is not required to be filed with the County of Los Angeles. The Final Project Cost is $2,220,251.40.

Attachment: Notice of Completion – Phase 2 Roofing

III. FISCAL IMPACT:

There is no fiscal impact.

Pasadena Unified School District
Board of Education Agenda
April 25, 2024
Submitted by: _____
Elizabeth J. Blanco Ed. D, Interim Superintendent

Funding title/code:
Name: Measure O – Roofing
Code: 21.3-97094.0-00000-850000-6270-0140000
21.3-97094.0-00000-850000-6270-0360000
21.3-97094.0-00000-850000-6270-0120000
21.3-97094.0-00000-850000-6270-0560000

Board Report No. 1736-F Date: April 25, 2024

Approved:

_____

Elizabeth J. Blanco, Ed. D
Interim Superintendent

Originator: Manuel Carrasco, Director, Facilities, Maintenance & Operations, and Transportation

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

Name Pasadena USD

Street Address 740 W. Woodbury Rd.

City & State Altadena, CA 91001

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is Pasadena Unified School District
3. The full address of the owner is 740 W. Woodbury Rd. Altadena, CA 91001
4. The nature of the interest or estate of the owner is in fee.

(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES ADDRESSES

N/A

N/A

6. A work of improvement on the property hereinafter described was completed on 03/29/2024 . The work done was: Roofing Replacements
7. The name of the contractor, if any, for such work of improvement was Western States Roofing, Inc.

(If no contractor for work of improvement as a whole, insert "none") (Date of Contract)

8. The property on which said work of improvement was completed is in the city of Pasadena , County of Los Angeles , State of California, and is described as follows: Don Benito ES Loma Alta ES, Cleveland ES, Webster ES
9. The street address of said property is (4) properties listed on #8

(If no street address has been officially assigned, insert "none")

Dated: 03/29/2024

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

VERIFICATION

I, the undersigned, say: I am the Director - M&O, Transportation and Facilities the declarant of the foregoing

("President of," "Manager of," "A partner of," "Owner of," etc.)

notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

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

Executed on _____ , 20 _____ , at _____ , California.

(Date of signature) (City where signed)

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

Board Report No. 1737-F Date: April 25, 2024

BOARD OF EDUCATION
PASADENA UNIFIED SCHOOL DISTRICT
PASADENA, CALIFORNIA

Topic: APPROVAL OF THE CHANGE ORDER FOR CONSTRUCTION ADMINISTRATION SERVICES TO ARCADIS FOR ADA UPGRADES SHADE STRUCTURE PHASE 1 PROJECT

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approve the Change Order for Construction Administration Services to Arcadis for ADA Upgrades Shade Structure Phase 1 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 January 26, 2023, the Board approved BR 1603-F for the design of shade structures at 6 schools. The sites selected for phase one installation include Washington, Madison, Hamilton, Norma Coombs, Field Elementary Schools, and McKinley School. In addition to the shade installation, the District will have to adhere to Americans with Disabilities Act (ADA) regulations pertaining to path of travel from the shade structure to campus areas including public right away, ADA parking, student restrooms, staff restroom and main office. BR 1603-F awarded Arcadis/IBI Group of a Contract for Design Services of the Shade Structure Phase 1 Project.

II. STAFF ANALYSIS:

Staff reviewed Arcadis' proposal for Construction Administration Services pertaining to the Shade Structure Phase 1 Project. Staff verified that Construction Administration Services fees were not included in the original Design Services proposal since Arcadis could not provide an estimate without knowing the extent of construction and scope of work that would be required for the project. It is recommended that the Board Award the Change Order for Construction Administration Services to Arcadis for the ADA Upgrades Shade Structure Phase 1 Project.

Attachment: BR 1603-F
Arcadis Construction Administration Proposal
Change Order

III. FISCAL IMPACT:

Funds in the amount of $139,973 are available in the Measure O Capital Fund.

Pasadena Unified School District
Board of Education Agenda
April 25, 2024
Submitted by: _____
Elizabeth J. Blanco Ed. D, Interim Superintendent

Funding title/code:		
Name: Measure O – Shade Structure		
Code:	21.3-97095.0-00000-85000-6210-0750000	$24,463
	21.3-97095.0-00000-85000-6210-0400000	$25,975
	21.3-97095.0-00000-85000-6210-0730000	$24,008
	21.3-97095.0-00000-85000-6210-0600000	$20,965
	21.3-97095.0-00000-85000-6210-0260000	$21,355
	21.3-97095.0-00000-85000-6210-0180000	$23,207

Approved:

_____
Elizabeth J. Blanco, Ed. D
Interim Superintendent

Originator: Manuel Carrasco, Director, Facilities, Maintenance & Operations, and Transportation

Board Report No. 1603-F

Date: January 26, 2023

BOARD OF EDUCATION
PASADENA UNIFIED SCHOOL DISTRICT
PASADENA, CALIFORNIA

Topic: APPROVAL TO AWARD CONTRACT FOR ARCHITECTURAL DESIGN SERVICES FOR THE SHADE STRUCTURE INSTALLATION AT WASHINGTON ES, MADISON ES, MCKINLEY ES, HAMILTON ES, NORMA COOMBS ES AND FIELD ES

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approves staff to proceed with Award of a Contract for the Design Services to Project Architect of the Shade Structures Installation at Washington ES, Madison ES, McKinley ES, Hamilton ES, Norma Coombs ES, and Field ES.

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

I. BACKGROUND:

In January of 2022 the Board approved BR 1541-F for the design and installation of shade structures at 14 schools. The sites selected for phase one installation, which will take place in the summer of 2023 are; Washington ES, Madison ES, McKinley ES, Hamilton ES, Norma Coombs ES, and Field ES. The shade structures provided for in the project have been preapproved by Division of State Architect (DSA), which will allow for a quicker design and installation timeline. As with any DSA project, the District will have to adhere to the Adults with Disabilities Act (ADA) regulations pertaining to path of travel from the shade structure to campus areas, public right away access and ADA compliant restrooms.

II. STAFF ANALYSIS:

The District used a Request for Proposal process (RFP) using our approved Architectural and Engineering (A/E) pool on October 20, 2022. Staff reviewed each proposal and selected the Project Architect based on Best Value. It is recommended that the Board award the design services contract to Arcadis/IBI Group for site design, ADA improvements and the installation of shade structures at Washington ES, Madison ES, McKinley ES, Hamilton ES, Norma Coombs ES, and Field ES.

Attachment: Proposal for Summer 2023 Shade Structure Project Architect

III. FISCAL IMPACT:

Funds required in the amount of not to exceed $585,952 and are available in the Measure O Capital Projects Fund.

Pasadena Unified School District
Board of Education Agenda
January 26, 2022
Submitted by: Leslie Barnes
Leslie Barnes, Ed.D., Chief Finance and Operations Officer

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

Board Report No. 1603-F Date: January 26, 2023

Funding title/code:
Title: Measure O Capital Projects Fund
Codes: 21.3-97118.0-00000-850000-6210-0750000
21.3-97118.0-00000-850000-6210-0400000
21.3-97118.0-00000-850000-6210-0730000
21.3-97118.0-00000-850000-6210-0260000
21.3-97118.0-00000-850000-6210-0600000
21.3-97118.0-00000-850000-6210-0180000

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.

Arcadis, a California Partnership
537 South Broadway
Suite 500
Los Angeles, CA 90071
United States
Phone: 213 769 0011

www.arcadis.com

Rodrigo Amarillas

Pasadena Unified School District

351 S. Hudson Ave Pasadena,

CA 91109

Date: **February 21, 2024**
Ref: **Add Service No.4**
Subject: **Proposal for Additional Services for Construction Administration Services for ADA Upgrades for the shade structures at six campuses**

Dear Rodrigo:
In accordance with Section 3.9 Additional Architect Services of the executed contract, dated February 13, 2023, Arcadis requests approval of additional services for construction administration services **not to exceed** per campus as noted below:

• Washington Elem School	$ 24,463
• Madison Elem School	$ 25,975
• McKinley Elem School	$ 24,008
• Hamilton Elem School	$ 21,355
• Norma Coombs Elem School	$ 20,965
• Fields Elem School	$ 23,207
	$ 139,973

Scope of Work:

The project shall be completed expeditiously, consistent with the Standard of Care for our Industry. This proposal is based on a Design-Bid-Build project delivery. Scope services for Construction Administration for a project schedule of 9 weeks include the below:

Architectural Services

- Mandatory Job walk for each campus
- Weekly meetings for the project (one meeting for all six campuses)
- One Site Visit for Punch Walk for each campus
- Assistance and Management of DSA forms
- Review Submittal & Requests for Information (RFI's)
- Project Closeout

Scope Exclusions

- Work not specifically identified above.

Compensation: We request the above additional expense for a not to exceed fee of a total of **$**139,973 (One Hundred thirty-nine thousand dollars, nine hundred and seventy-three).

Invoices shall be submitted as work is completed during the time period.

Please contact me if you have any questions.

Sincerely,
Arcadis, a California Partnership

Janvi Kanani, AIA, LEED AP BD+C, DBIA
Principal

Email: janvi.kanani@arcadis.com

Direct Line: 213.769.0011

Mobile: 760.793.2394

Maurice Macare, AIA, LEED AP
Principal

Email: maurice.macare@arcadis.com

Direct Line: 213.769.0011

Mobile: 213.769.0001

CC. Maurice Macare

Enclosures: 2024 Hourly Rates

Pasadena Unified School District
February 21, 2024

Hourly Rates

Architecture - Arcadis

TITLE	HOURLY RATES
Director | Senior Principal Architect	$290.00
Senior Project Manager	$235.00
Project Manager	$195.00
Senior Project Architect	$185.00
Construction Administrator	$175.00
Project Architect	$120.00
Senior Project Designer	$165.00
BIM | CAD Operator III	$105.00
BIM | CAD Operator II	$ 95.00
BIM | CAD Operator I	$ 85.00
Specification Writer	$150.00
Administration Support	$105.00

Civil Engineering - KPFF Consulting Engineers

TITLE	HOURLY RATES
Principal-in-Charge	$275.00
Senior Civil Engineer	$225.00
Project Manager	$205.00
Project Engineer/Project Surveyor	$170.00
Design Engineer/Survey Analyst	$155.00
Chief CAD Operator	$180.00
Drafter/CAD Operator	$155.00
Administrative/Secretary	$105.00
Field Survey (Prevailing Wage Rates Available Upon Request)	
One-Person Survey Crew	$180.00
Two-Person Survey Crew	$245.00
Three-Person Survey Crew	$290.00

Plumbing Engineering - Maroko & Shwe

TITLE	HOURLY RATES
Principal	$205.00
Project Engineer	$142.00
Engineering Assistants	$100.00

Board Report No. 1738-F Date: April 25, 2024

BOARD OF EDUCATION
PASADENA UNIFIED SCHOOL DISTRICT
PASADENA, CALIFORNIA

Topic: APPROVAL OF THE AWARD FOR THE ADA UPGRADES SHADE STRUCTURES PHASE 1 PROJECT TO MEGRABYAN BUILDERS, INC

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approve the Award for the ADA Upgrades Shade Structure Phase 1 Project to Megrabyan Builders 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:

In January of 2023, the Board approved BR 1603-F for the design of shade structures at 6 schools. The sites selected for phase one installation include Washington, Madison, Hamilton, Norma Coombs, Field Elementary School, and McKinley School. In addition to the shade installation, the District will have to adhere to Americans with Disabilities Act (ADA) regulations pertaining to path of travel from the shade structure to campus areas including public right away, ADA parking, student restrooms, staff restroom and main office.

II. STAFF ANALYSIS:

The District issued a Request for Proposal RFP No. 16-23/24 on January 31st, 2024, inviting contractors to bid for the ADA Upgrades portion of the project. Staff reviewed all eight bid proposals submitted in accordance with the project requirements and identified the lowest responsive bidder. It is recommended that the Board award the ADA Upgrades Shade Structure Phase 1 Project to Megrabyan Builders, Inc

Attachment: BR 1603-F
Bid Sheet
Megrabyan Builders, Inc., Proposal
RFP 16-23/24

III. FISCAL IMPACT:

Funds in the amount of $511,642 are available in the Measure O Capital Fund.

Pasadena Unified School District
Board of Education Agenda
April 25, 2024
Submitted by: _____
Elizabeth J. Blanco Ed. D, Interim Superintendent

Funding title/code:		
Name: Measure O – Shase Structure		
Code:	21.3-97095.0-00000-85000-6270-0750000	$39,497
	21.3-97095.0-00000-85000-6270-0400000	$82,974
	21.3-97095.0-00000-85000-6270-0730000	$34,506
	21.3-97095.0-00000-85000-6270-0600000	$45,752
	21.3-97095.0-00000-85000-6270-0260000	$95,578
	21.3-97095.0-00000-85000-6270-0180000	$153,335
	21.3-97095.0-00000-85000-6999-0000710	$60,000

Approved:

_____

Elizabeth J. Blanco, Ed. D
Interim Superintendent

Originator: Manuel Carrasco, Director, Facilities, Maintenance & Operations, and Transportation

Board Report No. 1603-F

Date: January 26, 2023

BOARD OF EDUCATION
PASADENA UNIFIED SCHOOL DISTRICT
PASADENA, CALIFORNIA

Topic: APPROVAL TO AWARD CONTRACT FOR ARCHITECTURAL DESIGN SERVICES FOR THE SHADE STRUCTURE INSTALLATION AT WASHINGTON ES, MADISON ES, MCKINLEY ES, HAMILTON ES, NORMA COOMBS ES AND FIELD ES

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approves staff to proceed with Award of a Contract for the Design Services to Project Architect of the Shade Structures Installation at Washington ES, Madison ES, McKinley ES, Hamilton ES, Norma Coombs ES, and Field ES.

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

I. BACKGROUND:

In January of 2022 the Board approved BR 1541-F for the design and installation of shade structures at 14 schools. The sites selected for phase one installation, which will take place in the summer of 2023 are; Washington ES, Madison ES, McKinley ES, Hamilton ES, Norma Coombs ES, and Field ES. The shade structures provided for in the project have been preapproved by Division of State Architect (DSA), which will allow for a quicker design and installation timeline. As with any DSA project, the District will have to adhere to the Adults with Disabilities Act (ADA) regulations pertaining to path of travel from the shade structure to campus areas, public right away access and ADA compliant restrooms.

II. STAFF ANALYSIS:

The District used a Request for Proposal process (RFP) using our approved Architectural and Engineering (A/E) pool on October 20, 2022. Staff reviewed each proposal and selected the Project Architect based on Best Value. It is recommended that the Board award the design services contract to Arcadis/IBI Group for site design, ADA improvements and the installation of shade structures at Washington ES, Madison ES, McKinley ES, Hamilton ES, Norma Coombs ES, and Field ES.

Attachment: Proposal for Summer 2023 Shade Structure Project Architect

III. FISCAL IMPACT:

Funds required in the amount of not to exceed $585,952 and are available in the Measure O Capital Projects Fund.

Pasadena Unified School District
Board of Education Agenda
January 26, 2022
Submitted by: Leslie Barnes
Leslie Barnes, Ed.D., Chief Finance and Operations Officer

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

Board Report No. 1603-F Date: January 26, 2023

Funding title/code:
Title: Measure O Capital Projects Fund
Codes: 21.3-97118.0-00000-850000-6210-0750000
21.3-97118.0-00000-850000-6210-0400000
21.3-97118.0-00000-850000-6210-0730000
21.3-97118.0-00000-850000-6210-0260000
21.3-97118.0-00000-850000-6210-0600000
21.3-97118.0-00000-850000-6210-0180000

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.

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 FORM

BID SCOPE PACKAGE NO. ____

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	*E-Mail & Telephone**	*DIR Registration Number**
Concrete	RCCI DBA Ramirez Concrete	778 N Georgia Ave, Azusa CA 91702	A, B, C8, C21 1019358	(626) 523-0916 pm@rccico.com	1000045372
Asphalt	Veterans Engineering	5100 E. La Palma Ave Ste. 201, Anaheim CA 92807	A CSLB: 1015615	(714) 733-1461 alexm@veteransinc.com	1000040105
Signage	H. Toji	3700 Industry Ave. #102, Lakewood CA 90712	C-61 / D42 CSLB: 635998	(562) 423-6600 info@htoji.com	1000012042
Plumbing Fixtures	Suttles Plumbing	2267 Agate Court, Simi Valley CA 93065	C36 CSLB: 965356	(818) 438-8315 bryan@suttlesplumbing.com	1000013846
Restroom Fixtures / Partitions	Pacific Building Specialties	1760 Monrovia Avenue Unit A6, Costa Mesa CA 92627	C-61 / D-34 CSLB: 631815	(949) 645-9045 info@pbspecialties.com	1000009133

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: Heros Nick Megrabyan

Date: 3/5/24

Name: Megrabyan Builders, Inc.

Signature of Bidder Representative: Heros Nick Megrabyan Digitally signed by Heros Nick Megrabyan DN: C=US, E=nick@megrabyanbuilders.com, O="Megrabyan Builders Inc.", OU=Megrabyan Builders Inc., CN=Heros Nick Megrabyan Date: 2024.03.05 17:25:19-08'00'

Address: 1288 N. Verdugo Road Glendale, CA. 91206

Phone: (818) 486-1515

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 contact 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: 3/5/24

Megrabyan Builders, Inc.
CONTRACTOR

By: Heros Nick Megrabyan
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: 3/5/2024

Megrabyan Builders, Inc.
CONTRACTOR

By: Heros Nick Megrabyan
Signature

BID FORM

ADA Upgrades Shade Structures Phase 1 Project

Washington Elementary School - 1520 N Raymond Ave Pasadena, CA 91103
Madison Elementary School - 515 Ashtabula St Pasadena, CA 91104
McKinley K8 School - 325 S Oak Knoll Ave Pasadena, CA 91101
Norma Coombs Elementary School - 2600 Paloma St Pasadena, CA 91107
Hamilton Elementary School - 2089 Rose Villa St Pasadena, CA 91107
Field Elementary School - 3600 E Sierra Madre Blvd Pasadena, CA 91107

Bid No. 16-23/24

FOR

PASADENA UNIFIED SCHOOL DISTRICT

CONTRACTOR NAME: Megrabyan Builders, Inc.

ADDRESS: 1288 N. Verdugo Road Glendale, CA. 91206

TELEPHONE: (818) 486-1515

FAX: (818) 230-0746

EMAIL nick@megrabyanbuilders.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. 16-23/24

ADA Upgrades Shade Structures Phase 1 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
1	2						

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. Washington Elementary School

Thirty-nine thousand four hundred ninety-seven DOLLARS

($ 39,497)

b. Madsion Elementary School

Eighty-two thousand nine hundred seventy-four DOLLARS

($ 82,974)

c. McKinley K8 School

Thirty-four thousand five hundred six DOLLARS

($ 34,506)

d. Norma Coombs Elementary School

Froty-five thousand seven hundred fifty-two DOLLARS

($ 45,752)

e. Hamilton Elementary School

Ninety-five thousand five hundred seventy-eight DOLLARS

($ 95,578)

f. Field Elementary School

One hundred fifty-three thousand three hundred thirty-five DOLLARS

($ 153,335)

g. Allowance

Sixty Thousand Dollars

$60,000

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

(Total of items a, b, c, d, e, f, g above)

Five hundred eleven thousand six hundred forty-three DOLLARS

($ 511,643)

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:

Heros Nick Megrabyan

(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: 1046845

License Expiration Date: 11/30/2024

Name on License: Megrabyan Builders, Inc.

Class of License: B, C23, C51, C53

DIR Registration Number: 1001086001

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.

Megrabyan Builders, Inc.
Proper Name of Company

Heros Nick Megrabyan
Name of Bidder Representative

1288 N. Verdugo Road
Street Address

Glendale, CA. 91206
City, State, and Zip

(818) 486-1515
Phone Number

(818) 230-0746
Fax Number

nick@megrabyanbuilders.com

E-Mail

By: Heros Nick Megrabyan Digitally signed by Heros Nick Megrabyan DN: C=US, E=nick@megrabyanbuilders.com, O="Megrabyan Builders Inc", OU="Megrabyan Builders Inc", CN=Heros Nick Megrabyan Date: 2024.03.05 16:11:39 -08'00' Date: 03/05/2024

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)

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.

Heros Nick Megrabyan Digitally signed by Heros Nick Megrabyan DN: C=US, E=nick@megrabyanbuilders.com, O="Megrabyan Builders Inc. ", OU=Megrabyan Builders Inc., CN=Heros Nick Megrabyan Date: 2024.03.05 18:12:32-08'00'

(Signature)

Heros Nick Megrabyan

(Print)

03/05/2024

(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.

NON-COLLUSION DECLARATION

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

The undersigned declares:

I am the President [Title] of Megrabyan Builders, 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 03/05/2024 [Date], at Glendale [City], CA. [State].

Signed: Heros Nick Megrabyan Digitally signed by Heros Nick Megrabyan DN: C=US, E=nick@megrabyanbuilders.com, O="Megrabyan Builders Inc. ", OU=Megrabyan Builders Inc., CN=Heros Nick Megrabyan Date: 2024.03.05 16:14:48-08'00'

Typed Name: Heros Nick Megrabyan

BID BOND FORM

Name of Principal Megrabyan Builders, Inc.

Address 501 W. Glenoaks Blvd #801

City of Glendale, State of CA
as Principal, and RLI Insurance Company a
corporation organized and existing under the laws of the State of Illinois, **legally doing business in California as an admitted surety insurer** at:

Address 6303 Owensmouth Ave. – 10th Floor

City of Woodland Hills, 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 March 5th, 20 24 for:

Bid Number 16-23/24 ADA Upgrades Shade Structures Phase 1 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 6th day of March, 2024.

Megrabyan Builders, Inc.
Principal

(Corporate Seal)

BY Heros Nick Megrabyan Digitally signed by Heros Nick Megrabyan DN: C=US, E=nick@megrabyanbuilders.com, O=Megrabyan Builders Inc, OU=Megrabyan Builders Inc, CN=Heros Nick Megrabyan Date: 2024.03.06 13:00:04-07'00'

Heros Nick Megrabyan
(Typed or Printed Name)

President
(Title)

RLI Insurance Company
Surety

(Corporate Seal)

BY

Andrew J. Paffenbarger
(Typed or Printed Name)

Attorney-in-Fact
(Title)

Address: 1500 E Bethany Home Rd #190

City, State, Zip: Phoenix, AZ 85014

Phone Number: (602) 212-9160

E-Mail: Andy@PWBonds.com

(Attach Attorney-In-Fact Certificate)

Bid No. RFP 16-23/24 – ADA Upgrades Shade Structures Phase 1 Project

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

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Andrew J. Paffenbarger, Scott Wareing, Brian Sawyer, Alexander Paffenbarger, Ron Hecksel, jointly or severally

in the City of Phoenix, State of Arizona its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 16th day of February, 2023.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 16th day of February, 2023, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Geiger
Catherine D. Geiger — Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
CATHERINE D. GEIGER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
December 05, 2026

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 6th day of March, 2024.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate Secretary

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A0058D19

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of Arizona

County of Maricopa

On March 6, 2024 before me, Scott Wareing (notary public)

personally appeared Andrew J. Paffenbarger

☒ personally known to me -OR- ☐ 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.

Scott Wareing
Notary Public
Maricopa County, Arizona
My Comm. Expires 07-28-24
Commission No. 586764

WITNESS my hand and official seal.

Signature of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER
- ☐ PARTNER(S)
- ☐ LIMITED LIABILTY CORP MEMBER
- ☒ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Pasadena Unified School District – Bid Bond

RFP RECAP NO. 16-23/24

ADA UPGRADES SHADE STRUCTURE PHASE 1 PROJECT

CLOSING DATE AND TIME:
THURSDAY, MARCH 7, 2024 @ 3:00PM

	CONTRACTOR NAME	TIME STAMP	JOB WALK	BID FORM	ADDENDUMS	DESIGNATION OF SUBCONTRACTORS	NON-COLLSION DECLARATION	BID BOND FORM	CONTRACTOR'S CERTIFICATE REGARDING WORKERS COMPENSATION	CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORK PLACE	CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BERVERAGE AND TOBACCO-FREE CAMPUS POLICY	TOTAL BID
1	Megrabyan Builders, Inc.	03/06/2024 2:18:29 PM	✓	✓	✓	✓	✓	✓	✓	✓	✓	$511,643.00
2	Shenk Developers	03/07/2024 1:13:02 PM	✓	✓	✓	✓	✓	✓	✓	✓	✓	$564,000.00
3	ALL AMERICAN BUILDING SERVICES	03/07/2024 10:48:13 AM	✓	✓	✓	✓	✓	✓	✓	✓	✓	$564,413.00
4	LOENGREEN INC	03/07/2024 1:14:43 PM	✓	✓	✓	✓	✓	✓	✓	✓	✓	$632,300.00
5	RAMSA CONSTRUCTION INC	03/07/2024 2:42:13 PM	✓	✓	✓	✓	✓	✓	✓	✓	✓	$747,700.00
6	Corner Keystone Construction Corporation	03/07/2024 12:06:29 PM	✓	✓	✓	✓	✓	✓	✓	✓	✓	$848,000.00
7	GDL Best Contractors, Inc.	03/07/2024 12:33:48 PM	✓	✓	✓	INCOMPLETE	✓	✓	✓	✓	✓	$934,900.00
8	AMB Group Inc.	03/07/2024 2:27:49 PM	✓	✓	✓	✓	✓	✓	✓	✓	✓	$ 1,512,700.00
9												
10												
11												

Pasadena Unified School District

Strategies for Advancing Worker Equity and Local Businesses on District Construction Projects

Sarine Abrahamian & Glenn Gould
Orbach Huff & Henderson LLP

ORBACH HUFF + HENDERSON LLP

PROJECT LABOR AGREEMENTS (“PLAs”)

Project Labor Agreements (PLAs): The Basics

- A PLA is an agreement proposed by trade unions, between the trade unions, a project owner, and all contractors on an owner's projects.
  - " 'Project labor agreement' means a pre-hire collective bargaining agreement that establishes terms and conditions of employment for a specific construction project or projects.
  - The District has a limited role.
- **PLA = PSA = CWA = CBA.** A PLA is sometimes called a Project Stabilization Agreement or a Community Workforce Agreement or a Community Benefit Agreement.
  - The terms of each are consistent with one another. No matter what the agreement is called, it is substantively a PLA.

PLAs:
Some Background First

- **Prevailing Wage.** State law requires, regardless of union membership or whether a PLA is implemented, that all contractors on public works projects pay each worker the prevailing wage for the classification of the work performed by that worker.
- **Certified Payroll Requests**. In addition to withholding taxes, social security, etc., the contractor must certify on its payroll records that it has either:
  - Paid the worker the entire prevailing wage or
  - Paid any amount not paid to the worker on behalf of the worker into health plans, defined benefit plans, defined pension plans, apprenticeship plans, etc.

PLAs: Standard Terms

- **Registration.** All employees of all contractors and subcontractors must register with the appropriate trade union. Workers are not required to join the union, but they must comply with the union security provision of the applicable collective bargaining agreement.
- **Referral.** All Employees will be hired out through that union hall referral system.
- **Contribution.** All Employees must contribute to that trade union's health, fringe, pension, apprenticeship, and other benefit plans.
- **Representation Fees.** All Employees must pay union initiation fees, union dues or representation fees to the applicable union or Council.

PLAs: Standard Terms

- **Sole Representative.** The unions become the sole representative of the workers on the projects.
- **Core Employees.** Each contractor will only be able to hire a limited number (e.g., 2 – 8) of its "core" employees to be dispatched for each project. All other workers come from each union's "out-of-work" list.
- **No Strike.** There will be a "no-strike" clause that all signatory unions must comply with.
- **Local Hire.** Many PLAs have a "local hire" focus or provision.
- **Internship.** Some PLAs have internship programs for students.

PLAs: Pros

- Remove union work stoppages or strikes based on labor disputes or grievances on District projects.
- Vocational Training. Trade councils will often include a provision in which the member trades agree to assist with vocational training programs for District students.
- If the District decides it intends to use certain project delivery methods like “lease-leaseback” or a “design-build”, a PLA will allow the District and its contractors to more easily comply with new “skilled and trained workforce” requirements.

PLAs: Cons

- It is very rare for work stoppages or strikes to happen on a school project.
- Some contractors may not bid on projects if there is a PLA, which can be more severe in a busy marketplace with many projects out to bid.
- If the non-union contractors are correct regarding an increase burden on their benefits to workers, their bids will become less competitive and prices could increase.

LOCAL AND SMALL BUSINESS ENTERPRISE POLICIES

LOCAL & SMALL BUSINESS ENTERPRISE POLICIES

- Because school boards serve the unique and diverse needs of the communities they represent, the Legislature has granted boards wide authority to set policies and create programs for the communities they serve.
- In California, there are contract preferences for both small business enterprises (“SBEs”) and local business enterprises (“LBEs”) that are specifically authorized by statute.

LOCAL & SMALL BUSINESS ENTERPRISE POLICIES

- The Public Contract Code permits school districts to grant preferences, set goals, and perform outreach to SBEs. The PCC defines an SBE as:
  - an independently owned and operated business that is not dominant in its field of operation;
  - which has its principal office located in California, the officers of which are domiciled in California; and
  - Which has 200 or fewer employees, and average annual gross receipts of $36,000,000 or less over the previous three years.

SMALL BUSINESS ENTERPRISES ("SBEs")

- An SBE program can have any of the following components:
  - Provide a small business bid preference of up to **7%** of the lowest responsible bidder, up to a maximum value of $150,000 per bid.
  - Establish a subcontracting participation goal for small businesses on contracts and grant a preference, up to a maximum of **7%**, to those bidders who meet the goal.
  - Require prospective bidders to make good faith efforts to meet a subcontracting participation goal.

SMALL BUSINESS ENTERPRISES ("SBEs")

- In order to qualify for the SBE preference, a business (whether as contractor or subcontractor) must perform a "commercially useful function."
  - A contractor or subcontractor shall not be considered to perform a commercially useful function if the contractor's or subcontractor's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of a small business.
- If a school district wishes to grant an SBE preference, it must adopt a procurement policy that satisfies certain Public Contract Code requirements.

LOCAL BUSINESS ENTERPRISES ("LBEs")

- School districts may implement policies which provide preferences for local business enterprises
- However, local preferences are subject to strict scrutiny by the courts
- Since most LBEs which would be interested in District work are also SBEs, establishing an SBE preference policy, which is has less legal risk, is probably the better choice

LOCAL BUSINESS ENTERPRISES ("LBEs")

- One alternative to LBE preferences is to set participation **goals**
- Participation goals typically require good faith efforts to hire or contract with local contractors with the goal that at least 25% of the total contract dollar amount is spent on local businesses. However, be careful not to penalize the LBEs that do not meet the goals!
- If the District elects to institute an SBE policy, it will need to implement a certification process

The District's 2009 Local Outreach Policy

- 2009 Board Resolution – Local Hiring and Small Business
  - Sets construction contracting goals:
    - Small businesses – at least 25% of total
    - Local service providers – at least 25% of total
    - Local trades people - at least 25% of total
    - Female trades people - at least 5% of total
- District can integrate the current policy into a SBE/MBE preference policy

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