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EDUCATION CODE - EDC

TITLE 1 GENERAL EDUCATION CODE PROVISIONS [1. - 32500] (Title 1 enacted by Stats. 1976, Ch. 1010.)

DIVISION 1 GENERAL EDUCATION CODE PROVISIONS [1. - 32500] (Division 1 enacted by Stats. 1976, Ch. 1010.)

PART 10. SCHOOL BONDS [15100 - 17199.6] (Part 10 repealed and added by Stats. 1996, Ch. 277, Sec. 2.)

CHAPTER 1.5. Strict Accountability in Local School Construction Bonds Act of 2000 [15264 - 15288] (Chapter 1.5 added by Stats. 2000, Ch. 44, Sec. 3.)

ARTICLE 2. Citizens' Oversight Committee [15278 - 15282] (Article 2 added by Stats. 2000, Ch. 44, Sec. 3.)

15280. (a) (1) The governing board of the district shall, without expending bond funds, provide the citizens' oversight committee with any necessary technical assistance and shall provide administrative assistance in furtherance of its purpose and sufficient resources to publicize the conclusions of the citizens' oversight committee.

(2) The governing board of the district shall provide the citizens' oversight committee with responses to any and all findings, recommendations, and concerns addressed in the annual, independent financial and performance audits required by subparagraphs (C) and (D) of paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution within three months of receiving the audits.

(b) All citizens' oversight committee proceedings shall be open to the public and notice to the public shall be provided in the same manner as the proceedings of the governing board of the district. The citizens' oversight committee shall issue regular reports on the results of its activities. A report shall be issued at least once a year. Minutes of the proceedings of the citizens' oversight committee and all documents received and reports issued shall be a matter of public record and be made available on an Internet Web site maintained by the governing board of the district.

(Amended by Stats. 2013, Ch. 91, Sec. 1. Effective January 1, 2014.)



Draft: 03-04-17

Guidelines for the Expenditure of Measure TT Bond Funds

BACKGROUND:

On November 4th, 2008, the voters in Pasadena, California passed the \$350 million Measure TT bond initiative to repair and upgrade Pasadena Unified School District's aging and deteriorating campus. The measure passed with 74.5% of 85,998 votes cast in favor of the proposition. The text of the approved ballot initiative read as follows:

To repair or replace deteriorating and outdated plumbing, heating, ventilation, and fire alarm systems; replace aging portable classrooms, make disabled access improvements, implement energy and water saving projects, modernize or reconstruct kindergartens, cafeterias, multipurpose facilities and gyms, and make the District eligible for millions in State matching grants, shall Pasadena Unified School District issue \$350,000,000 of bonds at lawful interest rates, with no money for administrative salaries, and spending annually reviewed by an independent citizens' oversight committee.

The laws prescribing and limiting the use of Measure TT bond funds are the California Constitution and the California Education Code.

GUIDELINES:

The following guidelines are established to ensure the proper expenditure of Measure TT bond funds by the Pasadena Unified School District. Expenditures within the following five categories are lawful. Expenditures not within these five categories are not lawful:

1. The **BUILDING** of a new instructional school structure or REPAIR of an older one.
2. The **MODERNIZATION** of an existing school structure. These include classrooms, walkways, public access portals, security portals, hallways, bathrooms, kitchens, multipurpose rooms, laboratories, etc.

Unanimous Board of Education approval is required for projects designed to upgrade facilities designed to aid a limited number of students and involving "non-academic" facilities desired for school spirit improvement or expanded non-academic opportunities. These include specialized athletic facilities and swimming pools. Such projects are candidates for funding by State approved funding.

Included in modernization expenses are the design elements of a school necessary for ingress and egress of the students in a safe and secure environment, such as parking structures, drive 1 through passageways, and drop off locations.



Guidelines for the Expenditure of Measure TT Bond Funds

3. The **DESIGN** and **ARCHITECTURAL STUDIES** required to construct such structures. *Such studies shall be undertaken only after the Board of Education has approved in principle the expenditures of money for a particular school project.*

Surveys to assess current "needs" of the schools should have been previously considered in 2008 and are not currently authorized for expenditures against Measure TT, unless specifically requested by the Board of Education and otherwise permissible under these Guidelines

Before new architectural studies are undertaken to determine the current state of sites that may be upgraded, a Board of Education approved plan must be in place outlining which facilities will be upgraded and their order of spending priority.

4. The **UPGRADING** of electrical, air conditioning, ventilation, lighting, wiring, and installation of Wi-Fi for computer networks.

5. The **EQUIPPING** of classrooms with capital assets such as computers, audio visual materials, screens, microphones, smart boards, camera projection equipment and similar technology to aid the instructional process and the purchase or repair of desks and tables and chairs.

Pursuant to this guideline, Measure TT funds are NOT authorized for books and consumable supplies such as chalk, erasers, dry markers, paper for copier machines, chemicals, or any consumable that a teacher would utilize to aid the instructional process on a daily basis.

"Capital Assets" are defined as tangible property with a long-term useful life. They consist of property, plant, or equipment. "Capital assets" do not include expenses that are deductible by a for-profit business.

EXCLUSIONS from MEASURE TT:

Accordingly, the expenditures of public funds from Measure TT are NOT authorized for any of the following categories or specific items. The following listing is illustrative and not comprehensive.

- School operating expenses, including trips for teachers or field trips
- Teacher, teacher aide, and administrator salaries, benefits, or bonuses
- Advertising and public relations materials, including community outreach
- Routine maintenance and repairs, whether building, equipment, or grounds
- Duplicative expenditures, such as design fees duplicated for similar construction at different sites.



Guidelines for the Expenditure of Measure TT Bond Funds

- Historical surveys
- Construction management fees if other funding is available, such as State bond funds, City of Pasadena funds, or similar funding. Such fees are proportional ???
- Administrative support of the Citizens' Oversight Committee
- Public opinion surveys
- Security services
- Meals
- The salaries and benefits of special education aides or teachers
- School administrative costs
- Insurance, taxes, bad debts, accounting, and legal fees
- Software except for software directly related to and necessary for the performance of one or more of the five permitted types of activities
- Consumable supplies

PREPARATION OF BOARD REPORTS:

In order to secure approval of the Board, board reports must clearly indicate the scope of the work that is to be undertaken, clearly and fairly summarize any attached detailed proposals, certify that the costs to be incurred are reasonable in comparison to past history, and describe the work that will remain to be done to complete the project. For example, study proposals or architectural services proposals will state subsequent construction costs estimated to be incurred. If a cost is proposed to be funded in part by Proposition TT funds and in part by other funds, then the board report shall state the basis on which the allocation between the funding sources is made, which allocation must be reasonable.

GOVERNING LAW

- The California Constitution Article 13A, Section 1(b)(3) states that school bonds may be expended "for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities..."
- Article 13A, Section 1(b)(3)A states that bond funds may not be used "for any other purpose, including teacher and administrator salaries and other school operating expenses."
- Education code section 15278(b)(2) repeats this prohibition.

Approval:

Chair- Citizens' Oversight Committee

President - PUSD Board of Education

XX-XX-2017

	ANALYSIS OF BOARD REPORTS 1168 through 1179						
	Board Report Item	DESCRIPTION	COSTS	Argument FOR Approval	Argument AGAINST Approval	COC RECOMMENDATION	Staff Comments
	1168	This Board Report approved the re-appointment of the existing COC members.	\$0	This fine group of members should, indeed, be reappointed. :-) " <i>The Pasadena Unified School District (PUSD) Board of Education seeks applicants to fill two vacant seats on its Measure TT Citizens Oversight Committee. The volunteer committee is responsible for monitoring project management and expenditures for the \$350 million local school facilities bond passed by voters in November of 2008.</i> "	No arguments against this Board Report	Already Board Approved.	Chief Facilities Officer does, but will not mention publicly. The Chief ended-up recommending for approval, anyway.
	1169	This change order # 1 for the Nazerian Group is for an unused project allowance . The project was for the relocation of a modular classroom building. All work is complete.	(\$7,500)	This is a credit and therefore it decreases the cost of the project. The credit is for an unused project allowance. The BR notes that Facilities will file a Notice of Completion.	No arguments against this Board Report	APPROVAL	
	1170	This Board Report is to document completion so that a Notice of Completion can be filed for work by Shenk Developers at the Washington Middle School.	\$0	This is a request for approval to file a Notice of Completion for New Construction/Campus Enrichment Phase 1.	No arguments against this Board Report.	APPROVAL	
	1171	This request is for PBWS's architect's proposal for design services relating to a Noise Mitigating wall for the basketball court, a rooftop equipment screen and a backflow preventer security enclosure at Sierra Madre Middle School	\$15,145	Measure TT provides funds for modernization of equipment, including upgrades for energy efficiency and seismic improvements.	No arguments against this revision, but it is interesting to note the architect demonstrated no cost for the security enclosure.	APPROVAL	

	ANALYSIS OF BOARD REPORTS 1168 through 1179						
	Board Report Item	DESCRIPTION	COSTS	Argument FOR Approval	Argument AGAINST Approval	COC RECOMMENDATION	Staff Comments
	1172	This request is for PJHM's architectural proposal for services to resurface the athletic track at Blair High School. Estimated construction cost will be \$880,128.	\$108,715	Apparently the athletic track is in poor condition.	No arguments against this Board Report, but see BR 1173 and BR 1177.	APPROVAL	
	1173	This request is for PJHM's architectural proposal for services to resurface the athletic track at Eliot Middle School. Estimated construction cost will be \$763,442	\$95,296	Apparently the athletic track is in poor condition. The lower price for the Eliot vs. Blair track is because Eliot's track is 600 square feet smaller.	The COC By-laws (section 4.1.c) states that it will "review the District's efforts to maximize bond proceeds in ways designed to reduce costs of professional fees & incorporate efficiencies in school site design. There are THREE athletic tracks being considered that are almost IDENTICAL in size and function. Why are we not requesting a "volume discount" in the design and/or construction of these tracks.	DISAPPROVAL	The negotiated costs on these projects are forthcoming and will be provided for COC at the COC meeting. It is lower- no comment on the volume discount because it has to be designed and bidable seperately (Public Works madates this) because each site is different with grading, drainages, irrigation, etc, etc. The size of the track may be less or the same but the other items that needs to be included in the plans for construction is different per site...the basis for price difference. But this concept was used in the negotiations the other tools used is that these project do not have to go through DSA and this saves in the cost.
	1174	This request is for PJHM's architectural proposal for services to provide accessibility and life safety improvements for Madison Elementary. Estimated construction costs are \$1,894,244	\$220,867	PJHM has concluded their "needs assessment" for Madison Elementary. Work will include an auditorium revamp, door hardware, drinking fountains, signage, etc.	No arguments against this revision.	APPROVAL	

	ANALYSIS OF BOARD REPORTS 1168 through 1179						
	Board Report Item	DESCRIPTION	COSTS	Argument FOR Approval	Argument AGAINST Approval	COC RECOMMENDATION	Staff Comments
	1175	This is a contract extension for construction administration by LPA at Washington Elementary School. It extends administration from January 31, 2017 (the expected completion date) until August 31, 2017. Construction was extended due to soil conditions, directed changes, weather events and contractor delays, including poor coordination of subcontractors.	\$94,500	DSA states that 9 projects are not as yet certified or resolved. This effort is to close those contracts with DSA. Projects must be closed before new projects can be processed for approval.	We continue to pay for poor performance by contractors and coordination of their subcontractors. These factors include, but are not limited to the following: delays due to unforeseen soils conditions and underground structures, significant weather events, lack of coordination by the Contractor in effectively managing sub-contractors, poorly drafted RFIs requiring multiple iterations to address basic questions, review and processing of numerous change order proposals, fragmented and/or incomplete submittals, addressing project components not constructed in conformance with the contract documents and constructed elements in non-conformance with testing/inspection requirements. LPA has expended an extraordinary effort to respond to the issues above beyond that which is typically necessary during the construction phase for a similar type project. There is every indication these issues will continue, and that LPA will need to provide on-going CA services to meet the demands of this very challenging project.	APPROVAL	
	1176	This request is for design services for Flewelling & Moody to install three relocatable classrooms at Norma Coombs Elementary to replace classroom bungalows damaged by a falling tree during the February rains. Construction costs are estimated at \$250,000.	\$32,000	Classrooms were too damaged to replace. Note that this proposal includes compliance with CEQA.	No arguments against this revision.	APPROVAL	
	1177	This request is for PJHM's architectural proposal for services to resurface the athletic track at Washington Middle School. Estimated construction cost will be \$763,442	\$94,343	Apparently the athletic track is in poor condition. This track has 200 sq. ft. less surface area than Eliot.	The COC By-laws (section 4.1.c) states that it will "review the District's efforts to maximize bond proceeds in ways designed to reduce costs of professional fees & incorporate efficiencies in school site design. There are THREE athletic tracks being considered that are almost IDENTICAL in size and function. Why are we not requesting a "volume discount" in the design and/or construction of these tracks.	DISAPPROVAL	See response to BR 1173. Same reasoning.

	ANALYSIS OF BOARD REPORTS 1168 through 1179						
	Board Report Item	DESCRIPTION	COSTS	Argument FOR Approval	Argument AGAINST Approval	COC RECOMMENDATION	Staff Comments
	1178	This request is for the purchase of athletic lockers for Blair High School. It would "piggyback" off a contract that Wiseburn Unified School District (Hawthorne, CA) is using to purchase lockers.	UNKNOWN, but this is claimed to be a Measure Y purchase, which will draw Measure Y funds down to zero.	Athletic lockers are needed for Blair High school. Hallway lockers are needed for Blair Middle school. It makes sense to utilize good pricing by "piggybacking" off Wiseburn Unified School District's contract to Kya services for purchase and installation of the lockers.	A governing body should NOT approve a contract without a known price, regardless of the source of funds or the beneficial financial aspects of the proceedings.	APPROVAL, once the procurement price is stated. This will not be charged to Measure TT.	
	1179	This request is to accept the construction of the Sierra Madre Middle School as "complete." The total cost for construction was \$31,027,671. The original budget was \$27,888,000. The total cost for the project, including design fees was \$37,843,162.	\$0	The work by Sinanian Development is now complete.	No arguments against this Board Report	APPROVAL	
		Total	\$653,366.00	This amount is not including any construction costs.			

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

Topic: APPROVE THE CREDIT CHANGE ORDER NO. 1 FOR CONTRACT NO. #C04-16/17 WITH THE NAZERIAN GROUP FOR SIERRA MADRE ELEMENTARY SCHOOL RELOCATION OF ONE (1) MODULAR CLASSROOM PROJECT AND ACCEPT THE PROJECT AS COMPLETE

Recommendation: The Board of Education approve the Credit Change Order No. 1 with The Nazerian Group for Contract No. C04-16/17 in the amount of (\$7,500.00) for the Sierra Madre Elementary School Relocation of One (1) Modular Classroom Project and Accept the project as Complete.

District Priority/Strategy: To ensure a clean, safe, and orderly environment that supports learning.

I. BACKGROUND

On December 20, 2017 the District issued a Notice to Proceed to The Nazerian Group for the Sierra Madre Elementary School – Relocation of One (1) Modular Classroom - PUSD CUPCAA Bid No. C04-16/17 in the total amount of \$123,123.00. There was one deductive change order in the amount of \$7,500.00 for unused project allowance bringing the total value of the contract to \$115,623.00

II. STAFF ANALYSIS

District Facilities staff has determined that all work at the Sierra Madre Elementary school relocation of one (1) modular classroom building is complete and recommend that the Board of Education accept the work as completed by the Nazerian Group. The Board is requested to authorize Facilities staff to file a Notice of Completion with the County Clerk's office for Contract #C04-16 and approve credit the Change Order No. 1 in the amount of (\$7,500.00). The total cost of the project was \$ 115,623.00.

The Facilities Committee vetted this Board Report on March 16, 2017.

Attachment: Change Order No. 1

III. FISCAL IMPACT

This board request is to file a Notice of Completion on Contract (#CO4-16) previously approved by the board This contracted worked is completed. CO#1 for the amount of (\$7,500.00) is a credit to the original contract and will remain in the MTT site funds. The total cost of this project is \$115,623.00.

Pasadena Unified School District
Board of Education Agenda: March 30, 2017
Prepared by: Nelson M. Cayabyab, Chief Facilities Officer

Funding code: 21.1-95126.0-00000-85000-6276-0500000

Originator: Nelson M. Cayabyab, Chief Facilities Officer

CHANGE ORDER

Attachment- BR 1169-F
March 30, 2017

Distribution to:

OWNER:	■ Pasadena Unified S.D.
ARCHITECT:	■ Scott Gaudineer Flewelling & Moody
CONTRACTOR:	■ The Nazerian Group
INSPECTOR:	■ Ned Khachikian

PROJECT: Relocate ONE Reloc Clsrm Bldg to:
Sierra Madre Elementary School
141 West Highland Avenue
Sierra Madre, CA 91024

Change Order No.:.....1
Date: February 28, 2017
District's Project No:
Architect's Project No: 2723
DSA Application No: 03-117312
DSA File No: 19-80

TO CONTRACTOR

The Nazerian Group
16218 Ventura Blvd., Suite 7
Encino, CA 91436

You are directed to make the following changes in this Contract:

Not valid until signed by the Owner, Architect and Contractor. Signature of the Contractor indicates his agreement herewith, including any adjustment in Contract Sum or Contract Time.

The original Contract Sum including Allowance #1	\$123,123.00
Original amount in Allowance #1 is.....	\$ 7,500.00
Amount used in Allowance #1	\$0.00
Amount remaining in Allowance #1 to date is.....	\$7,500.00
Net Change by previously authorized Change Orders.....	\$ 0.00
The Contract Sum prior to this Change Order was.....	\$123,123.00
The Contract Sum will be <u>decreased</u> by this unused Allowance amount.....	\$ (7,500.00)
(For reference, see attached Nazerian COP #1)	
The new Contract Sum amount is.....	\$115,623.00

The Contract Time will be increased / decreased by [0] Days per this Change Order.

ARCHITECT

Flewelling & Moody
815 Colorado Blvd., Suite 200
Los Angeles, CA. 90041

CONTRACTOR

The Nazerian Group
16218 Ventura Blvd., Suite 7
Encino, CA 91436

Authorized:

OWNER

Pasadena Unified School Dist.
351 South Hudson Avenue
Pasadena, CA 91109

(Signature)

BY Scott Gaudineer, C-14211

DATE 3-2-2017

(Signature)

BY _____

DATE _____

(Signature)

BY _____

DATE _____



THE NAZERIAN GROUP
16218 Ventura Blvd suite #7
Encino, CA 91436
Lic# 787-196

Proposal

Client: Pasadena Unified school district

Project:

Sierra Madre ES - Relocation of One (1) Modular Building

Reference:

Proposal No: 001

Date: 02/24/2017

To:	Date Response Is Required:
From: Sako Djabourian, TNG	Purchase Order No.:

The following is an itemized quotation in accordance with the requirements set forth in the General Conditions of the contract regarding proposed changes to the contract documents.

Scope: Credit for unused allowance.

Subcontractor Costs:

(Provide Detailed Backup)

Item	Material	Labor	Equipment	Misc.	TOTALS
The Nazarian Group					\$ (7,500.00)
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

A.	TOTAL SUBCONTRACTOR COSTS:	\$ (7,500.00)
B.	MARK-UP OF SUBCONTRACTOR COSTS (15% max.):	\$0.00
	GENERAL CONTRACTOR MARK-UP OF SUBCONTRACTOR COSTS (5% max.):	\$0.00
C.	General Contractor's Material:	\$0.00
D.	General Contractor's Sales Tax:	\$0.00
E.	General Contractor's Labor:	\$0.00
F.	General Contractor's Equipment:	\$0.00
G.	General Contractor's Direct Expenses (C+D+E+F):	\$0.00
H.	Overhead & Profit (15% of G):	\$0.00
I.	GENERAL CONTRACTOR TOTAL (G+H):	\$0.00
J.	SUB-TOTAL (A+B+I):	-\$7,500.00
K.	Insurance Rate:	2.50% \$0.00
L.	Bond Rate:	2.00% \$0.00
	TOTAL PROPOSED CHANGE TO THE CONTRACT (J+K+L):	\$ (7,500.00)
	Total Added Days Duration Anticipated:	0

Issued by Contractor:	Sako Djabourian	Sako Djabourian, Accountant	2/24/2017
	Signature	Name and Title (Printed)	Date

Approved by:	Architect		
	Signature	Name and Title (Printed)	Date

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

Topic: APPROVE TO ACCEPT THE WASHINGTON MIDDLE SCHOOL – NEW CONSTRUCTION/CAMPUS ENRICHMENT [PHASE 1] BID NO. 13-13/14 AS COMPLETE.

Recommendation: The Board of Education approve to accept the Washington Middle School - NEW CONSTRUCTION/CAMPUS ENRICHMENT [PHASE 1] BID NO. 13-13/14 as complete total cost of the project was \$10,416,716.51

District Priority/Strategy: To ensure a clean, safe, and orderly environment that supports learning.

I. BACKGROUND

On June 26, 2014, the Governing Board of the Pasadena Unified School District authorized the Award of PUSD Bid# 13-13/14 for the Washington Middle School –New Gym and Site Work [Phase 1] to Shenk Developers in the amount of \$9,870,000.00. There has been a total of \$546,716.50 in approved change orders which increases the total contract amount to \$10,416,716.51 for a total increase of 5.3%.

II. STAFF ANALYSIS

District Facilities staff has determined that all work at the Washington Middle School New Construction/ Campus Enrichment Phase I project is complete and district staff recommend that the Board of Education accept the work done by Shenk Developers contract Bid # 13-13/14 as complete. The total cost of this project was \$10,416,716.51. The Board is requested to authorize Facilities staff to file a Notice of Completion with the County Clerk's office on this project, the project is complete.

The Facilities Committee vetted this Board Report on March 16, 2017.

III. FISCAL IMPACT

This Board Report is not requesting for additional TT funds. The total cost of this project was \$10,416,716.51 paid for out of the Measure TT- Washington Middle School account. The project is completed and the total funds were budgeted for out of the site's MTT funds previously approve by the board. This is board report is to document completion so that a Notice of Completion can be filed and the countdown for days required for the release of retention can begin.

Pasadena Unified School District
Board of Education Agenda: March 30, 2017
Prepared by: Nelson M. Cayabyab, Chief Facilities Officer

Funding code: 21.1-95081.0-00000-85000-6270-0760000

Originator: Nelson M. Cayabyab, Chief Facilities Officer

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

Topic: APPROVAL OF THE PBWS ARCHITECT'S PROPOSAL FOR THE DESIGN SERVICES RELATED TO THE DISTRICT REQUESTED NOISE MITIGATING BASKETBALL COURT NEIGHBOR WALL, ROOFTOP EQUIPMENT SCREEN, AND BACKFLOW PREVENTER SECURITY ENCLOSURE AT THE SIERRA MADRE MIDDLE SCHOOL

RECOMMENDATION: The Board of Education to approve PBWS's Architect's proposal for the Architectural and Engineering design services noise mitigating basketball court neighbor wall, rooftop equipment screen, and backflow preventer security enclosure at the Sierra Madre Middle School in the amount not to exceed \$ 15,145.00

District Priority/Strategy: To ensure a clean, safe, and orderly environment that supports learning.

I. BACKGROUND

Pasadena Unified School District seeks to develop a safe, secure, neighborhood-friendly, Sound wall, Mechanical roof top equipment screens and Backflow Preventer Security Enclosure.

II. STAFF ANALYSIS

District staff recommends the approval of PBWS's proposal for Architectural and Engineering Design Services for the Sierra Madre Middle School. The scope of this contract and deliverables will include:

- Preliminary Review, Conduct Site Observation Visit /Meeting to Review Existing Conditions, Project Administration, Meetings (allowance of 2 meetings at campus with District Representative)
- Design and Construction Documents -Construction Documents
- Project Administration and Coordination
- Meetings (allowance of 2 meetings at campus with District Representative)
- Construction Administration
- Site observation and construction meetings
- Project Administration and Coordination
- RFIs, Clarifications, Bulletins, Change Orders, Submittals
- Punch list walk (1) and punch list verification walk
- DSA Submittal/Approval
- Submit for DSA Review/Approval
- DSA Corrections
- DSA Backcheck
- Meetings (allowance of 2 meetings at campus with CPT)

The Facilities Committee vetted this Board Report on March 16, 2017.

Attachment: Cost Proposal from PBWS Architects

III. FISCAL IMPACT

Funds in an amount not to exceed \$15,145.00 are available in the Measure TT Sierra Madre Middle School Account.

Pasadena Unified School District
Board of Education Agenda March 30, 2017
Prepared by: Nelson M. Cayabyab, Chief Facilities Officer

Funding code: 21.1-95038.0-00000-85000-6210-0520000

Originator: Nelson M. Cayabyab, Chief Facilities Officer

January 9, 2017

VIA EMAIL Richard Kent (kent.richard@pusd.us)

Mr. Richard Kent

Pasadena Unified School District
740 West Woodbury
Pasadena, CA 91103

**RE: Proposal for Additional Services for Noise Mitigating Basketball
Court Fence, Rooftop Equipment Screen, Backflow Preventer
Security Enclosure.
PUSD Measure TT Improvements
Sierra Madre Upper Campus
PBWS P/N 09007.00**

Dear Rick:

Please find the attached additional fee proposal for the design services related to the District requested noise mitigating basketball court neighbor wall, rooftop equipment screen, and backflow preventer security enclosure as discussed during our site visit.

We appreciate your consideration for this. Please don't hesitate to call if you have any questions.

Sincerely,

PBWS architects


Wade Frazier
Architect, Partner

Design Sound Reducing Fence at Basketball Courts, Rooftop Equipment Screens, Backflow Preventer Security Enclosure	PBWS Architects		TTG (structural)				Total
	Principal	Senior Project Manager	Principal	Project Manager	CAD Operator	Clerical	
	\$ 210.00	\$ 190.00	\$ 195.00	\$ 175.00	\$ 85.00	\$ 65.00	
Sound Reducing Fence at Basketball Courts							
Preliminary Review							
Conduct Site Observation Visit /Meeting to Review Existing Conditions		2					2
Project Administration		2					2
Meetings (allowance of 2 meetings at campus with District Representative)		2					2
							-
Design and Construction Documents							
Construction Documents		8					8
Project Administration and Coordination		6					6
Meetings (allowance of 2 meetings at campus with District Representative)		2					2
							-
							-
Construction Administration							
Site observation and construction meetings		2					2
Project Administration and Coordination		1					1
RFIs, Clarifications, Bulletins, Change Orders, Submittals		2					2
Punch list walk (1) and punch list verification walk (1)							-
Total Hours:	-	27	-	-	-	-	27
Total:	\$ -	\$ 5,130	\$ -	\$ -	\$ -	\$ -	\$ 5,130
Rooftop Equipment Screens							
Preliminary Review							
Conduct Site Observation Visit /Meeting to Review Existing Conditions		1		2			3
Project Administration		1					1
Meetings (allowance of 2 meetings at campus with District Representative)		1					1
Design and Construction Documents							
Construction Documents		4		1	4		9
Project Administration and Coordination		1		2		1	4
Meetings (allowance of 2 meetings at campus with District Representative)		1		1			2
DSA Submittal/Approval							
Submit for DSA Review/Approval		4		2	2	1	
DSA Corrections		4		2	2		
DSA Backcheck		4		4			
Meetings (allowance of 2 meetings at campus with CPT)		2		2			
Construction Administration							
Site observation and construction meetings		1		2			3
Project Administration and Coordination		1					1
RFIs, Clarifications, Bulletins, Change Orders, Submittals		1		2		1	4
Punch list walk (1) and punch list verification walk (1)				4			4
Total Hours:	-	26	-	24	8	3	61
Total:	\$ -	\$ 4,940	\$ -	\$ 4,200	\$ 680	\$ 195	\$ 10,015
Backflow Preventer Security Enclosure							
Preliminary Review							
Conduct Site Observation Visit /Meeting to Review Existing Conditions							
Project Administration							
Meetings (allowance of 2 meetings at campus with District Representative)							
Design and Construction Documents							
Construction Documents							
Project Administration and Coordination							
Meetings (allowance of 2 meetings at campus with District Representative)							
Construction Administration							
Site observation and construction meetings							
Project Administration and Coordination							
RFIs, Clarifications, Bulletins, Change Orders, Submittals							
Punch list walk (1) and punch list verification walk (1)							
Total Hours:	-	-	-	-	-	-	-
Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Hours:	-	53	-	24	8	3	88
Total:	\$ -	\$ 10,070	\$ -	\$ 4,200	\$ 680	\$ 195	\$ 15,145

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

Topic: APPROVAL OF THE PJHM ARCHITECTS PROPOSAL FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR BLAIR HIGH SCHOOL ATHLETICS TRACK RE-SURFACING

RECOMMENDATION: The Board of Education approves the proposal with PJHM Architects for Architectural and Engineering services for the Blair High School Athletics Track Re-Surfacing project in the amount not to exceed \$82,310.92 including reimbursables.

District Priority/Strategy: To ensure a clean, safe, and orderly environment that supports learning.

I. BACKGROUND

The athletic track surfacing at Blair High School is in poor condition and is not a adequate surface for competitive training and events. A new synthetic track surfacing is proposed for the track. PJHM has prepared a proposal for the architectural and engineering fees to design, engineer and provide construction documents for the re-surfacing project.

II. STAFF ANALYSIS

District staff recommends approving the proposal prepared by PJHM for the Blair High School Athletics Track Re-Surfacing project for services to include: architectural and engineering design, construction document preparation, bidding phase support and construction administration services. The professional service total proposed fee is \$77,310.92 and with an additional reimbursable allowance of \$5,000.00 the total amount for the scope of services is not to exceed \$82,310.92

The Facilities Committee vetted this Board Report on March 16, 2017.

Attachment: PJHM Proposal for Architectural and Engineering services.

III. FISCAL IMPACT

Funds in the amount not to exceed \$82,310.92 (including \$5,000.00 for reimbursables) are available in the MTT Blair High School account.

**Pasadena Unified School District
Board of Education Agenda:** March 30, 2017
Prepared by: Nelson M. Cayabyab, Chief Facilities Officer

Funding code: 21.1-95056.0-00000-85000-6210-0800000

Originator: Nelson M. Cayabyab, Chief Facilities Officer

proposal

DATE: March 8, 2017

TO: Pasadena Unified School District
Service Center
740 Woodbury Road
Pasadena CA 91103

ATTN: Anson Rane

RE: Blair Middle/High School
Track Replacement
Professional Service Fee Proposal

Dear Anson,

PJHM Architects, Inc. is pleased to present this Professional Services Proposal for the Blair Middle/High School Track Replacement Project.

Based on the scope of work listed below, PJHM Architects, Inc. proposes professional service fees in the amount of \$77,310.92 based on the estimated construction cost of \$880,128.46 (see attached) and calculated by the new construction sliding scale (shown below) and based on the following schedule of services. The construction cost (defined below) and professional services fee will be adjusted after each milestone.

The proposed scope of work for design and engineering services are listed in the attached construction cost estimate.

New Construction Sliding Scale Architectural Fee Calculation

- 9% of the first \$500,000 of Construction Cost.
- 8 1/2% of the next \$500,000 of Construction Cost.
- 8% of the next \$1,000,000 of Construction Cost.
- 7% of the next \$4,000,000 of Construction Cost.
- 6% of the next \$4,000,000 of Construction Cost.
- 5% of Construction Cost in excess of \$10,000,000.

Schedule of Services

Schematic Design Phase	15%
Design Development Phase	15%
Construction Document Phase	45%
Bidding Phase	5%
<u>Construction Services</u>	<u>20%</u>
Total	100%

The cost of the construction is to be defined as the following:

1. The total award from the initial construction contract(s).
2. All costs associated with purchase orders initiated by the Owner, which are specified or designed in the construction documents.
3. Amendments to the contract amount that increase the total construction cost, amount based on the additive item total for each Amendment Item.
4. Change Orders to the contract amount that increase the total construction cost, amount based on the additive item total for each Change Order Item.
5. If additive bid alternates are not selected for construction the Architect will be paid based on the accepted contractors price for the alternate and will be invoiced through

Blair Middle/High School
Track Replacement

proposal

bidding services.

6. All general condition costs.

7. The Construction Manager's compensation for services.

Portions of the Project that are deleted or otherwise not constructed, shall be compensated to the extent services are performed in accordance with the schedule of services listed above based on either (1) the lowest bona fide bid or negotiated proposal, or if no such bid or proposal is received, (2) the most recent estimate of construction for such portions of the Project.

Our basic services include the professional services of a Civil Engineer, Structural Engineer, Plumbing Engineer (As Needed), Electrical Engineer (As Needed) and Landscape Architect for the scope listed above.

Our basis services fee do not include the following specialty consultants or services: Food Service Consultant; Topographical Investigations / Reports; Geotechnical Investigations / Reports; Underground Utility Survey; Hazardous Material Investigations/Reports/Consultants; SWPPP Plans; WQMP Plans; etc.

Reimbursable expenses, such as printing, shipping, agency fees, etc., will be invoiced at cost plus 15%. We would like to estimate additional expenses for reimbursable items at \$5,000.

Thank you for considering PJHM Architects, and we look forward to working with you on this project,



FROM: Leo J. Johnson • Architect AIA
PRESIDENT + PRINCIPAL
pjhm architects

pjhm.architects

OC 24461 Ridge Route Drive #100 • Laguna Hills CA 92653 P 949-496-6191
SD 804 Pier View Way #103 • Oceanside CA 92054 P 760-730-5527

PROJECT + COST TRACKING CHECKLIST

Blair High School Track Replacement

SF - Square Feet
LS - Lump Sum
LF - Linear Feet
EA - Each

Assessment Areas	Unit cost	Quantity	Unit	Phase 1
5 Site Wide				
Mobilization	\$29,500.00	1	ls	\$29,500.00
Demolition / Clearing	\$59,000.00	1	ls	\$59,000.00
Grading	\$1.20	45,730	sf	\$54,876.00
Curb at Track	\$41,300.00	1	ls	\$41,300.00
Base at Track	\$0.80	45,730	sf	\$36,584.00
Track Surface	\$6.66	45,730	sf	\$304,561.80
Trench Drain at Track	\$70,800.00	1	ls	\$70,800.00
Filtration at Trench Drain - Future Artificial Turf Infrastructure	\$7,500.00	1	ls	\$7,500.00
Storm Drain	\$45,000.00	1	ls	\$45,000.00
Sod Replacement / Patch at Track Edge	\$10,000.00	1	ls	\$10,000.00
Subtotal - Site Wide				\$659,121.80
Total - Site Wide				Phase 1 \$659,121.80
Allowance - Unforeseen Underground Utilities				\$10,000.00
Totals - Construction Cost Estimate				Phase 1 \$669,121.80
Design Contingency (10%)				\$66,912.18
General Conditions (10%)				\$73,603.40
Overhead & Profit (5%)				\$40,481.87
Bonds & Insurance (2%)				\$17,002.38
Escalation (3% annually)		Phase 1 (1.5%)		\$13,006.82
Total Project Cost Estimate (Includes Mark-ups + Escalation)				\$880,128.46

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

Topic: APPROVAL OF THE PJHM ARCHITECTS PROPOSAL FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR ELIOT MIDDLE SCHOOL ATHLETICS TRACK RE-SURFACING

RECOMMENDATION: The Board of Education approves the proposal with PJHM Architects for Architectural and Engineering services for the Eliot Middle School Athletics Track Re-Surfacing project in the amount not to exceed \$72,392.53

District Priority/Strategy: To ensure a clean, safe, and orderly environment that supports learning.

I. BACKGROUND

The athletic track surfacing at Eliot Middle School is in poor condition and is not a adequate surface for competitive training and events. A new synthetic track surfacing is proposed for the track. PJHM has prepared a proposal for the architectural and engineering fees to design, engineer and provide construction documents for the re-surfacing project.

II. STAFF ANALYSIS

District staff recommends approving the proposal prepared by PJHM for the Eliot Middle School Athletics Track Re-Surfacing project for services to include: architectural and engineering design, construction document preparation, bidding phase support and construction administration services. The professional service total proposed fee is \$67,392.53 and with an additional reimbursable allowance of \$5,000.00 the total amount for the scope of services is not to exceed \$72,392.53

The Facilities Committee vetted this Board Report on March 16, 2017.

Attachment: PJHM Proposal for Architectural and Engineering services.

III. FISCAL IMPACT

Funds in the amount not to exceed \$ 72,392.53 (including \$5,000.00 for reimbursables) are available in the MTT Eliot Middle School account.

**Pasadena Unified School District
Board of Education Agenda:** March 30, 2017
Prepared by: Nelson M. Cayabyab, Chief Facilities Officer

Funding code: 21.1-95015.0-00000-85000-6210-0700000

Originator: Nelson M. Cayabyab, Chief Facilities Officer

proposal

DATE: March 8, 2017

TO: Pasadena Unified School District
Service Center
740 Woodbury Road
Pasadena CA 91103

ATTN: Anson Rane

RE: Eliot Middle School
Track Replacement
Professional Service Fee Proposal

Dear Anson,

PJHM Architects, Inc. is pleased to present this Professional Services Proposal for the Eliot Middle School Track Replacement Project.

Based on the scope of work listed below, PJHM Architects, Inc. proposes professional service fees in the amount of \$67,392.53 based on the estimated construction cost of \$763,441.51 (see attached) and calculated by the new construction sliding scale (shown below) and based on the following schedule of services. The construction cost (defined below) and professional services fee will be adjusted after each milestone.

The proposed scope of work for design and engineering services are listed in the attached construction cost estimate.

New Construction Sliding Scale Architectural Fee Calculation

- 9% of the first \$500,000 of Construction Cost.
- 8 1/2% of the next \$500,000 of Construction Cost.
- 8% of the next \$1,000,000 of Construction Cost.
- 7% of the next \$4,000,000 of Construction Cost.
- 6% of the next \$4,000,000 of Construction Cost.
- 5% of Construction Cost in excess of \$10,000,000.

Schedule of Services

Schematic Design Phase	15%
Design Development Phase	15%
Construction Document Phase	45%
Bidding Phase	5%
Construction Services	20%
Total	100%

The cost of the construction is to be defined as the following:

1. The total award from the initial construction contract(s).
2. All costs associated with purchase orders initiated by the Owner, which are specified or designed in the construction documents.
3. Amendments to the contract amount that increase the total construction cost, amount based on the additive item total for each Amendment Item.
4. Change Orders to the contract amount that increase the total construction cost, amount based on the additive item total for each Change Order Item.
5. If additive bid alternates are not selected for construction the Architect will be paid based on the accepted contractors price for the alternate and will be invoiced through

Eliot Middle School
Track Replacement

proposal

bidding services.

6. All general condition costs.

7. The Construction Manager's compensation for services.

Portions of the Project that are deleted or otherwise not constructed, shall be compensated to the extent services are performed in accordance with the schedule of services listed above based on either (1) the lowest bona fide bid or negotiated proposal, or if no such bid or proposal is received, (2) the most recent estimate of construction for such portions of the Project.

Our basic services include the professional services of a Civil Engineer, Structural Engineer, Plumbing Engineer (As Needed), Electrical Engineer (As Needed) and Landscape Architect for the scope listed above.

Our basis services fee do *not* include the following specialty consultants or services: Food Service Consultant; Topographical Investigations / Reports; Geotechnical Investigations / Reports; Underground Utility Survey; Hazardous Material Investigations/Reports/Consultants; SWPPP Plans; WQMP Plans; etc.

Reimbursable expenses, such as printing, shipping, agency fees, etc., will be invoiced at cost plus 15%. We would like to estimate additional expenses for reimbursable items at \$5,000.

Thank you for considering PJHM Architects, and we look forward to working with you on this project,



FROM: Leo J. Johnson • Architect AIA
PRESIDENT + PRINCIPAL
pjhm architects

pjhm.architects

OC /// 24461 Ridge Route Drive #100 • Laguna Hills CA 92653 P /// 949-496-6191
SD /// 804 Pier View Way #103 • Oceanside CA 92054 P /// 760-730-5527

PROJECT + COST TRACKING CHECKLIST

Ellot Middle School Track Replacement

SF - Square Feet
 LS - Lump Sum
 LF - Linear Feet
 EA - Each

	Assessment Areas	Unit cost	Quantity	Unit	Phase 1
5	Site Wide				
	Mobilization	\$29,500.00	1	ls	\$29,500.00
	Demolition / Clearing	\$55,000.00	1	ls	\$55,000.00
	Grading	\$1.20	45,130	sf	\$54,156.00
	Curb at Track	\$40,000.00	1	ls	\$40,000.00
	Base at Track	\$0.80	45,130	sf	\$36,104.00
	Track Surface	\$5.00	45,130	sf	\$225,650.00
	Trench Drain at Track	\$80,000.00	1	ls	\$80,000.00
	Storm Drain	\$40,000.00	1	ls	\$40,000.00
	Sod Replacement / Patch at Track Edge	\$10,000.00	1	ls	\$10,000.00
	Subtotal - Site Wide				\$570,410.00
	Total - Site Wide				Phase 1 \$570,410.00
	Allowance - Unforeseen Underground Utilities				\$10,000.00
	Totals - Construction Cost Estimate				Phase 1 \$580,410.00
	Design Contingency (10%)				\$58,041.00
	General Conditions (10%)				\$63,845.10
	Overhead & Profit (5%)				\$35,114.81
	Bonds & Insurance (2%)				\$14,748.22
	Escalation (3% annually)			Phase 1 (1.5%)	\$11,282.39
	Total Project Cost Estimate (Includes Mark-ups + Escalation)				\$763,441.51

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

Topic: APPROVAL OF THE PJHM ARCHITECTS PROPOSAL FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR MADISON ELEMENTARY SCHOOL ACCESSIBILITY AND LIFE SAFETY IMPROVEMENTS

RECOMMENDATION: The Board of Education approves the proposal with PJHM Architects for Architectural and Engineering services for the Madison Elementary School Accessibility and Life Safety Improvements project in the amount not to exceed \$220,866.82

District Priority/Strategy: To ensure a clean, safe, and orderly environment that supports learning.

I. BACKGROUND

PJHM Architects is under contract with PUSD for and has provided a Needs Assessment for Madison Elementary School. The assessment has identified necessary improvements to address existing access compliance and life safety issues at the school. PJHM has prepared a proposal for the architectural and engineering fees to design, engineer and provide construction documents for the improvements project.

II. STAFF ANALYSIS

District staff recommends approving the proposal prepared by PJHM for the Madison Elementary School Accessibility and Life Safety Improvements project for services to include: architectural and engineering design, construction document preparation, DSA submittal and approvals, bidding phase support and construction administration services. The professional service total proposed fee is \$215,866.82 and with an additional reimbursable allowance of \$5,000.00 the total amount for the scope of services is not to exceed \$220,866.82.

This Board Report was vetted by the Facilities Committee on March 16, 2017

Attachment: PJHM Proposal for Architectural and Engineering services.

III. FISCAL IMPACT

Funds in the amount not to exceed \$220,866.82 (including \$5,000.00 for reimbursables) are available in the MTT Madison Elementary School account.

**Pasadena Unified School District
Board of Education Agenda:** March 30, 2017
Prepared by: Nelson M. Cayabyab, Chief Facilities Officer

Funding code: 21.1-95063.0-00000-85000-6210-0400000

Originator: Nelson M. Cayabyab, Chief Facilities Officer

proposal

DATE: February 27, 2017

TO: Pasadena Unified School District
Service Center
740 Woodbury Road
Pasadena CA 91103

ATTN: Miguel Perez Escalona

RE: Madison Elementary School
Modernization Phase 1
Professional Service Fee Proposal

Dear Miguel,

PJHM Architects, Inc. is pleased to present this Professional Services Proposal for the Madison Elementary School Modernization Phase 1 Project.

Based on the scope of work listed below, PJHM Architects, Inc. proposes professional service fees in the amount of \$215,866.82 based on the estimated construction cost of \$1,894,243.86 (see attached) and calculated by the modernization sliding scale (shown below) and based on the following schedule of services. The construction cost (defined below) and professional services fee will be adjusted after each milestone.

The proposed scope of work for design and engineering services are listed in the attached construction cost estimate.

Modernization Sliding Scale Architectural Fee Calculation

- 12% of the first \$500,000 of Construction Cost.
- 11 1/2% of the next \$500,000 of Construction Cost.
- 11% of the next \$1,000,000 of Construction Cost.
- 10% of the next \$4,000,000 of Construction Cost.
- 9% of the next \$4,000,000 of Construction Cost.
- 8% of Construction Cost in excess of \$10,000,000.

Schedule of Services

Schematic Design Phase	15%
Design Development Phase	15%
Construction Document Phase	40%
DSA Approval	5%
Bidding Phase	5%
<u>Construction Services</u>	<u>20%</u>
Total	100%

The cost of the construction is to be defined as the following:

1. The total award from the initial construction contract(s).
2. All costs associated with purchase orders initiated by the Owner, which are specified or designed in the construction documents.
3. Amendments to the contract amount that increase the total construction cost, amount based on the additive item total for each Amendment Item.
4. Change Orders to the contract amount that increase the total construction cost, amount based on the additive item total for each Change Order Item.
5. If additive bid alternates are not selected for construction the Architect will be paid

proposal

based on the accepted contractors price for the alternate and will be invoiced through bidding services.

6. All general condition costs.
7. The Construction Manager's compensation for services.

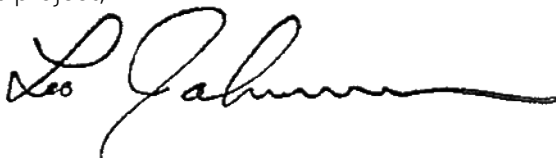
Portions of the Project that are deleted or otherwise not constructed, shall be compensated to the extent services are performed in accordance with the schedule of services listed above based on either (1) the lowest bona fide bid or negotiated proposal, or if no such bid or proposal is received, (2) the most recent estimate of construction for such portions of the Project.

Our basic services include the professional services of an Civil Engineer, Structural Engineer, Mechanical/Plumbing Engineer, Electrical Engineer, Hardware Consultant and Landscape Architect for the scope listed above.

Our basis services fee do *not* include the following specialty consultants or services: Food Service Consultant; Topographical Investigations / Reports; Geotechnical Investigations / Reports; Underground Utility Survey; Hazardous Material Investigations/Reports/Consultants; SWPPP Plans; WQMP Plans; Energy Consultant; Fire Sprinkler System Engineer; etc.

Reimbursable expenses, such as printing, shipping, agency fees, etc., will be invoiced at cost plus **15%**. We would like to estimate additional expenses for reimbursable items at \$5,000.

Thank you for considering PJHM Architects, and we look forward to working with you on this project,



FROM: Leo J. Johnson • Architect AIA
PRESIDENT + PRINCIPAL
pjhm architects

PROJECT + COST TRACKING CHECKLIST

James Madison Elementary School Whole Site Assessment + Modernization

SF - Square Feet
LS - Lump Sum
LF - Linear Feet
EA - Each

	Assessment Areas	Unit cost	Quantity	Unit	Phase 1
1	Building A				
	Architectural				
	General - Access - Door Hardware Replacement - Closer	\$210.00	106	ea	\$22,260.00
	General - Access - Door Hardware Replacement - Panic	\$622.00	25	ea	\$15,550.00
	General - Access - Fire Extinguisher Replacement w/Accessible Cabinet	\$381.00	50	ea	\$19,050.00
	General - Access - Signage	\$31.00	150	ea	\$4,650.00
	General - Access - Exterior Main Entry Stair + Ramp - Opt 2	\$200.00	1,300	sf	\$260,000.00
	Auditorium - Removal of Raised Floor Platform, Repair Floor Finish	\$9.00	1,105	sf	\$9,945.00
	Auditorium - Entry Vesibule Modernization	\$100.00	403	sf	\$40,300.00
	Auditorium - Access - Exterior East Entry Ramp	\$55.00	50	sf	\$2,750.00
	Auditorium - Main Entry Desk at Corridor	\$360.00	10	lf	\$3,600.00
	Auditorium - Access - South Entry Stair + Ramp - Opt 2	\$200.00	1,800	sf	\$360,000.00
	Auditorium - Access - South Entry Doors	\$1,442.00	5	ea	\$7,210.00
	Corridor - Access - Handrail Replacement	\$8.00	90	lf	\$720.00
	Corridor - Access - Drinking Fountain Replacement	\$2,500.00	8	ea	\$20,000.00
	Subtotal - Building A - Architectural				\$766,035.00
	Structural				
	Subtotal - Building A - Structural				\$0.00
	Electrical				
	Access - Entry Lighting System	\$12,000.00	1	ls	\$12,000.00
	Subtotal - Building A - Electrical				\$12,000.00
	Mechanical / Plumbing				
	Subtotal - Building A - Mechanical/Plumbing				\$0.00
	Total - Building A				Phase 1 \$778,035.00
2	Building B - Kitchen + Cafeteria				
	Architectural				
	Access - Replace handrails at existing East + West Stair	\$8.00	30	lf	\$240.00
	Access - Replace West Ramp	\$100.00	50	sf	\$5,000.00
	Access - Replace Drinking Fountains	\$2,500.00	2	ea	\$5,000.00
	Subtotal - Building B - Architectural				\$10,240.00
	Structural				
	Subtotal - Building B - Structural				\$0.00
	Electrical				
	Subtotal - Building B - Electrical				\$0.00
	Mechanical / Plumbing				
	Subtotal - Building B - Electrical				\$0.00
	Total - Building B				Phase 1 \$10,240.00
3	Building C - Childcare				
	Electrical				
	Subtotal - Building C - Electrical				\$0.00
	Total - Building C				Phase 1 \$0.00
4	Building D - Classroom				
	Architectural				
	Access - Replace Drinking Fountains	\$2,500.00	4	ea	\$10,000.00

PROJECT + COST TRACKING CHECKLIST

James Madison Elementary School Whole Site Assessment + Modernization

SF - Square Feet
LS - Lump Sum
LF - Linear Feet
EA - Each

Assessment Areas	Unit cost	Quantity	Unit	Phase 1
Subtotal - Building D - Architectural				\$10,000.00
Electrical				
Subtotal - Building D - Electrical				\$0.00
Mechanical / Plumbing				
Subtotal - Building D - Mechanical / Plumbing				\$0.00
Total - Building D				Phase 1 \$10,000.00
5 Site Wide				
General - Fencing - Chain Link - West, North East Campus Perimeter	\$20.00	1,000	lf	\$20,000.00
General - Fencing - Decorative - South Campus Perimeter	\$55.00	160	lf	\$8,800.00
General - Fencing - Chain Link - Hardscape to Field Separation	\$20.00	290	lf	\$5,800.00
General - Signage - Marquee at South Entry	\$180,000.00	1	ea	\$180,000.00
General - Signage - Wayfinding Campus Wide	\$0.48	45,600	sf	\$21,888.00
General - Landscaping + Irrigation at South Entry - Opt 2	\$75.00	2,500	sf	\$187,500.00
General - Repair Existing Concrete Perimeter Site Walls	\$9.00	1,278	sf	\$11,502.00
General - Storm Drain - Jet Blast Existing - Allowance	\$25,000.00	1	ls	\$25,000.00
General - Storm Drain - Repair Existing as Required - Allowance	\$25,000.00	1	ls	\$25,000.00
Access - Concrete Walk at accessible P.O.T.	\$3.75	20,000	sf	\$75,000.00
Access - Asphaltic Concrete Paving at accessible P.O.T.	\$2.00	10,000	sf	\$20,000.00
Subtotal - Site Wide				\$580,490.00
Total - Site Wide				Phase 1 \$580,490.00
Allowance - Unforeseen Underground Utilities				\$10,000.00
Allowance - Unforeseen Hazardous Materials Remediation				\$10,000.00
Totals - Construction Cost Estimate				Phase 1 \$1,398,765.00
Design Contingency (10%)				\$139,876.50
General Conditions (10%)				\$153,864.15
Overhead & Profit (5%)				\$84,625.28
Bonds & Insurance (2%)				\$35,542.62
Escalation (3% annually)			Phase 1 (4.5%)	\$81,570.31
Total Project Cost Estimate (Includes Mark-ups + Escalation)				\$1,894,243.86

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

Topic: APPROVE THE ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES PROPOSAL FOR LPA FOR EXTENSION OF THE CONSTRUCTION SCHEDULE FOR THE WASHINGTON ACCELERATED ELEMENTARY SCHOOL PROJECT

RECOMMENDATION: The Board of Education approves additional construction administration services for LPA at Washington Accelerated Elementary School in the amount of \$94,500.00.

District Priority/Strategy: To ensure a clean, safe, and orderly environment that supports learning.

I. BACKGROUND

LPA's amended contract with PUSD anticipated an expected construction completion date of January 31, 2017. This Proposal covers continuation of LPA's extended construction administration services through August 31, 2017. The completion of this project is extended due to numerous factors that have incurred to date including but not limited to unforeseen soils conditions, district directed changes, weather events and contractor delays.

II. STAFF ANALYSIS

District staff recommends approving the extension of the construction administration services with LPA, Inc.

The Facilities Committee vetted this Board Report on March 16, 2017.

Attachment: Additional Services Proposal for Washington Accelerated Elementary School from LPA, Inc.

III. FISCAL IMPACT

Funds in the amount of \$94,500.00 are available in the Measure TT Account for the Washington Accelerated Elementary School project. This is an added service needed due to the extension of the construction contract.

**Pasadena Unified School District
Board of Education Agenda: March 30, 2017
Prepared by: Nelson Cayabyab, Chief Facilities Officer**

Funding Code: 21.1-95045.0-00000-85000-6210-0750000

Originator: Nelson Cayabyab, Chief Facilities Officer



p. 949.261.1001 f. 949.260.1190
w. lpainc.com e. lpa@lpainc.com

5161 California Avenue, Suite 100, Irvine, California 92617

February 13, 2017

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

**Re: Washington Accelerated Elementary School
Extended Construction Administration Schedule
Additional Services Proposal (February 1, 2017 thru August 31, 2017)
LPA Project No. 29045.20**

Dear Nelson:

As a follow up to recent discussions between the District and LPA, please accept this additional services proposal for the extension of Construction Administration services for the above referenced project.

As you know, the construction schedule for the Washington Accelerated ES has now extended beyond the original contract's adjusted date of January 31, 2017 as negotiated between PUSD and G2K. Per my discussions with Anson Rane, this revised proposal covers LPA's continued Construction Administration (CA) services from February 01, 2017 through August 31, 2017.

As a reminder, the schedule's extension can be attributed to numerous factors incurred to date. These factors include, but are not limited to the following: delays due to unforeseen soils conditions and underground structures, significant weather events, lack of coordination by the Contractor in effectively managing sub-contractors, poorly drafted RFIs requiring multiple iterations to address basic questions, review and processing of numerous change order proposals, fragmented and/or incomplete submittals, addressing project components not constructed in conformance with the contract documents and constructed elements in non-conformance with testing/inspection requirements. LPA has expended an extraordinary effort to respond to the issues above beyond that which is typically necessary during the construction phase for a similar type project. There is every indication these issues will continue, and that LPA will need to provide on-going CA services to meet the demands of this very challenging project.

In accordance with our master agreement dated June 15, 2009, Exhibit B, Item No.15, the Architect is entitled to additional compensation for providing contract administration services after the construction contract time has been exceeded. Additionally, Item No.5 of Exhibit B indicates additional services are also warranted when architectural services are made necessary as a result of major defects in the work caused by the Contractor in the performance of its construction contract.

LPA has been providing previously approved extended Construction Administration services since August 14, 2016 and extending through January 31, 2017. Anson Rane, with the District, has requested our Construction Administration services be extended to August 31, 2017.

This revised fee is predicated upon LPA's historical efforts expended during the previous 12 months, and assumes the challenges of interfacing with the present General Contractor will continue through the duration of the project. We are proposing a monthly contract for extended Construction Administration services for a fee of \$13,500.00 a month. The overall fee proposal is summarized as follows:

- Monthly Fee of \$13,500.00 X 7 months = \$94,500.00 Total.

We have commenced with the extended CA services as of February 01, 2017, and look forward to the District's subsequent approval of this additional service proposal and issuance of an appropriate District P.O. LPA's billing for



these continued services will be reflected starting with our February 2017 invoice to be submitted to the District in March. Please feel free to contact me with any questions or comments you may have regarding this proposal.

Sincerely,
LPA, Inc.

A handwritten signature in blue ink, appearing to read 'Brandon de Arakal', written over the typed name.

Brandon de Arakal, AIA, LEED BD&C
Associate

cc:

Anson Rane, PUSD
Jon Mills, LPA

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

Topic: APPROVAL OF FLEWELLING & MOODY ARCHITECTS PROPOSAL FOR NORMA COOMBS ES REPLACEMENT RELOCATABLES PROJECT

RECOMMENDATION: The Board of Education approves the design services proposal from Flewelling and Moody Architects for the Norma Coombs ES installation of three (3) relocatable classrooms to replace existing damaged classroom bungalows.

District Priority/Strategy: To ensure a clean, safe, and orderly environment that supports learning.

I. BACKGROUND

On Friday, February 10, 2017, a wind and rain weather event resulted in the downing of a large tree on the campus of Norma Coombs Elementary School. The tree struck and damaged extensively three existing older bungalow units at the site. Upon subsequent investigation and analysis of the damage, District Facilities staff is recommending that the existing damaged bungalows not be repaired due to the extensive damage and the overall condition and age of the bungalows. To replace the units, three modular classroom buildings are proposed to be placed at the school. Flewelling and Moody has prepared a proposal for the architectural and engineering fees to design, engineer and provide construction documents and approvals for the modular placement project.

II. STAFF ANALYSIS

District staff recommends approving the proposal prepared by Flewelling & Moody for the Norma Coombs ES Replacement Relocatable project for services to include: architectural and engineering design, construction document preparation, Division of the State Architect (DSA) approvals and construction administration services. The professional service total proposed fee is \$32,000.00.

The Facilities Committee vetted this Board Report on March 16, 2017.

Attachments: Flewelling & Moody Proposal for Architectural and Engineering Services

III. FISCAL IMPACT

Funds with a not-to-exceed in the amount of \$32,000 are available in the Measure TT Norma Coombs Elementary Account.

Pasadena Unified School District
Board of Education Agenda: March 30, 2017
Prepared by: Nelson M. Cayabyab, Chief Facilities Officer

Funding code: 21.1-95133.0-00000-85000-6210-0600000

Originator: Nelson M. Cayabyab, Chief Facilities Officer



Proposal for: Pasadena Unified School District

Three Relocatable Classroom Buildings at Norma Coombs Elementary School

Submitted to:
Nelson Cayabyab, Chief Facilities Officer
740 West Woodbury Road
Pasadena, California 91103

February 28, 2017

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1. Project Description/Scope of Work

- a. The District is planning to relocate three (3) relocatable classroom buildings to be installed at Norma Coombs Elementary School. The buildings shall have a DSA PC approval.
- b. The buildings will have to be installed with corresponding ADA compliant ramps. This criteria needs to be verified per survey to be provided by District.
- c. The Construction Budget is assumed to be in the range of \$250,000 dollars until adjusted by the District.

2. Scope of Services

- a. The Architect shall review the site with District staff to determine the intended location, proximity to existing utilities, grades, and other site conditions.
- b. Assist the District in complying with all applicable requirements of CEQA (notice of exemption) and DSA.
- c. The Architect shall make a written record of all meetings, conferences and decisions and provide a record to the District.
- d. Assist the District with Project Certification.
- e. Visit the site twice during installation.
- f. Develop Construction Documents to include:
 - 1. Site plan indicating new and demolished work and approved by local fire authority.
 - 2. P.C. approval plans from modular classroom vendor to be provided by District to be incorporated for DSA approval.
 - 3. Site and buildings electrical plans for power and low voltage systems.
 - 4. Outline specifications and general conditions.

3. District Responsibilities

- a. District shall provide topographic survey per Architects requirements.
- b. District shall provide geo-hazards and geotechnical reports per Architect's requirements.
- c. The District shall assign staff and other representatives to serve as the liaison to the Architect.
- d. The District shall be responsible for all public agency applications and fees for review and approvals.
- e. The District shall designate key staff members to provide required decisions within a reasonable time frame (maximum 5 business days).

4. The Project Team

The project team members assigned to this project shall be:

- Project Manager, Architect Sam Sahand
- Job Captain Portia Pamatmat
- Electrical Engineering TMAD
- Structural Engineer (as required)
- Civil Engineering (as required)

5. Professional Services Fee

The fee for the specified scope of services shall be hourly not to exceed amount of \$32,000.00 in professional service fees invoiced on an hourly basis as listed below. These fees include the following required engineers to be invoiced at cost plus 15%:

- Electrical Engineer and Design \$8,500.00

The billing shall be twice monthly. Reimbursable expenses shall be invoiced separately at cost plus 10%. Additional Services shall be approved in writing, in advance, by the District and be invoiced per the hourly rates (see Exhibit "A") or per the agreed additional fee.

Excluded are any requirements for on-site fire protection and new hydrants. The construction budget also assumes that all required utilities necessary for the installation of the new buildings are in close proximity. Should any of these conditions be found inaccurate then the budget and fees may have to be adjusted accordingly. The above scope and fees exclude any processing of documentation through DTSC for the acquisition of suitable fill materials for this project.

Sincerely,



Sam Sahand
Project Manager / Architect

February 21, 2017

Mr. Sam Sahand
Flewelling & Moody
815 Colorado Boulevard, Suite 200
Los Angeles, CA 90041

Project: Pasadena Unified School District - Norma Coombs Elementary School (New Portables)

Reference: Electrical, Low Voltage, Fire Alarm & Telecom Engineering Services Additional Services Fee Proposal / TTG Engineers (TTG) #0212160.17

Dear Mr. Sahand:

Thank you very much for giving us the opportunity to submit our fee proposal for the subject project. We are very pleased and excited to submit the above mentioned Engineering Services fee proposal for your review and consideration.

BASIS OF PROPOSAL

1. Scope of services are based on the phone conversation with Sam S. dated 02/20/2017.
2. We acknowledge that we understand and agree with the A/E agreement.

SCOPE OF SERVICES

A. Electrical and Low Voltage Engineering

1. Provide new power connections to new 3 relocated 24' X 40'.
2. Provide new communication connections including small 24" X 24" IDF with fiber connection to the main MDF room in the multi P. building.
3. Provide new fire alarm design with connection to existing system including voice evaluation, battery, and voltage drop calculations.
4. DSA submittal and backcheck.
5. Construction Administration: This will include answering RFIs and reviews submitted.
6. Punch walk: This will include final walk and confirm installations.

ASSUMPTIONS AND EXCLUSIONS

1. Phasing or sequencing of drawings is not included in the scope or fee.
2. Preparation of alternate bid packages is not included in this scope and fee (AIA #C141 3.2.3 Modification).

ASSUMPTIONS AND EXCLUSIONS (continued...)

3. Redesign services, if project is over budget after approval/completion of design development, will be performed for an additional service fee (AIA #C141 3.2.5 Modification).
4. Documentation during construction for contractor proposed alterations or deviations from the approved documents.
5. Review/revisions and incorporation of comments to our documents as proposed by third party value/constructability consultants are excluded from this proposal.
6. Changes in project size, cost and/or complexity are not included in this proposal.
7. Study of alternative designs in excess of specified in this proposal is excluded.
8. Restart of project after stopping for over three months will be considered additional services.
9. Reviewing contractor claims not resulting from engineer's work is excluded from this proposal.
10. 3D Revit design is excluded.
11. Owner's initiated change orders during construction are excluded in this proposal.
12. Opinion of cost is not included in this proposal.
13. There is adequate power available in the existing Distribution Board to serve the three (3) Portable Buildings.
14. There is no change to the existing lighting or power layout for the existing prewired portables.
15. This package will be standalone package.
16. These portables are DSA approved and no additional approval are required.
17. AUTOCAD drawing will be provided by architect.
18. Any underground demolition is not part of this scope.
19. No HVAC or Plumbing scope for this project.
20. Construction Administration (CA) is not part of this scope.
21. Cost Estimate is not part of this scope.

SCHEDULE

Our team will comply with Architect's Defined Project Schedule.

COMPENSATION

- We propose to provide the above mentioned basic Electrical, Low Voltage, and Fire Alarm Engineering Services on a fixed fee basis as follows:

DESCRIPTION	FEE
Electrical Engineering	\$8,500
Fire Alarm Engineering	
Low Voltage & Telecom Engineering	
Total	\$8,500

- Our estimated fee excludes reimbursable expenses. The said expenses will be charged as stated in AIA Document C141.

We are committed to providing quality engineering services for your firm with ample flexibility to your design philosophy.

The original and a copy of this authorization are sent for your review and consideration. Should there be any questions or additional information is required, please do not hesitate to call us.

Thank you.

Sincerely,
TTG Engineers



February 21, 2017

Muhaned Aziz, RCCD
Senior Associate, Project Manager

Date

Accepted and Authorized by:
Flewelling & Moody Architects

Name:
Title:

Date

Enclosures: 2017 Schedule of Charges and Terms and Conditions

2017
SCHEDULE OF CHARGES FOR
ENGINEERING SERVICES

The fee for our services will be based on the charges listed below. All fee quotations are applicable for a period of 90 days from the date of the proposal to which this schedule is attached. We reserve the right to modify these rates upon 30 days advance notice.

PERSONNEL HOURLY RATES

Principal.....	\$212	Designer	\$134
Project Manager	\$192	CADD Operator	\$ 96
Project/Senior Engineer	\$176	Construction Administrator	\$148
Engineer	\$148	Word Processor/Clerical.....	\$ 75

These rates apply to regular time and travel time in the continental United States. A maximum travel time of eight hours will be charged in any day. Overtime, if required in the interest of the project, will be charged at the above rates for professional personnel and at 1.5 times the above rates for other personnel. Overtime will apply to time in excess of forty hours per week and all time on Saturdays, Sundays, and holidays. In the event of adverse weather conditions or other factors beyond our control, a standby charge of four hours per weekday will be made for field personnel. Reimbursable expenses are in addition to personnel rates. Reimbursables will be billed at cost except as noted below.

MISCELLANEOUS CHARGES

Passenger Car	53.5¢/mile with minimum of	\$ 35/day	
Plotting (except for in-house use)	\$3.50/sheet	Photo Copy	\$ 0.15/page

ANNUAL ADJUSTMENT

These rates will be adjusted annually effective the beginning of each year.

INSURANCE

TTG Engineers maintains Professional Liability, Auto and General Liability Insurances and will furnish certificates of such insurances upon request.

STANDARD TERMS AND CONDITIONS

The following Terms and Conditions are part of the Client's agreement with TTG Engineers (TTG) for professional services and are effective upon signing of the services agreement.

Billings/Payments:

Invoices for TTG's services shall be submitted, at TTG's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 45 days or 10 days after the Client receives payment from the Owner, whichever is sooner. If the invoice is not paid within 75 days, TTG is authorized, without waiving any claim or right against the Client, and without liability whatsoever to the Client, to terminate the performance of the service. Retainers shall be credited on the final invoice. If TTG does not receive any objections to any invoice it generates within 10 days after it is submitted for payment to the Client, then the amount stated shall be conclusive with regard to the amounts billed on that invoice and not subject to further objection or review at any later time by the Client.

Late Payments:

Accounts unpaid 45 days after the invoice date will be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate), at the sole election of TTG. In the event any portion or all of an account remains unpaid 75 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Additional Services:

Should TTG's original Scope of Work change or additional services be requested by Client, a written request for additional services will be forwarded by TTG to Client. The terms and conditions of this Agreement shall apply to all additional services provided by TTG for the Client. TTG will proceed with the additional services when a signed acceptance has been received from the client.

Contingency Fund:

The Client and TTG acknowledge that changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The Client agrees to have Owner set aside a reserve in the amount of 10% of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. The Client further agrees to make no claim by way of direct or third-party action against TTG with respect to any payments within the limits of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

Performance:

TTG will prepare plans and specifications exercising usual and customary professional care in its efforts to comply with applicable Code requirements, Federal, state and local laws, ordinances, and regulations, in effect as of the date of this Agreement. TTG makes no warranties, either expressed or implied. TTG does not guarantee the completion or quality of performance of contracts by the construction contractor or contractors, or other third parties, nor accepts responsibility for their acts, omissions or any safety precautions.

Delays:

TTG agrees to put forth its professional efforts to perform its services in a manner consistent with the agreed upon schedule. However, the Client understands that TTG's performance must be governed by sound engineering practices. Additionally, TTG is not responsible for delays in Client planning or construction schedules, failure of Client to furnish timely information or documents, or to approve or disapprove TTG's work promptly by reason of delay or faulty performance by Client, other contractors, or governmental agencies, or any other causes beyond TTG's reasonable control.

Cost Opinions:

Opinions of probable construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and considerations of operations and maintenance costs prepared by TTG hereunder represent the engineer's judgment as an experienced and qualified design professional. Accordingly, TTG does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted.

Construction Support:

If within the scope of work, construction support services are performed by TTG and whether performed prior to, during, or after completion of construction, shall be performed solely for the purpose of assisting in achieving conformance with contract drawings and specifications; they do not guarantee contractor's performance. These services shall be distinguished from inspection services which are furnished by others. The furnishing of support services by TTG shall not be construed as supervision of actual construction. TTG shall not be responsible for Contractor's means and methods and for providing a safe place for the performance of work by contractors or contractor's employees or those of suppliers or subcontractors, or for access, visits, use, work, travel or occupancy by any person.

Submittal Review:

If within the scope of work, TTG shall review and take appropriate action on shop drawings, product data, samples, and other submittals required by the Contract Documents. Such review shall be solely for general conformance with the design concept and general compliance with the Contract Documents. It shall not include review of quantities, dimensions, weights or gauges, fabrication processes, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the sole responsibility of the contractor.

Asbestos and Toxics:

TTG shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site, including, but not limited to, asbestos, asbestos products, PCB's or other toxic substances.

Indemnification:

The Client shall defend, indemnify and hold harmless TTG, its parent company, principals and all of its personnel and any of its consultants from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except TTG), or anyone for whose acts any of them may be liable.

Risk Allocation:

In recognition of the relative risks, rewards and benefits of the project to both the Client and TTG, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the total liability of TTG and any of its consultants to the Client and any third parties for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement or directly or indirectly from any services provided by TTG regarding the project that is the subject of this agreement from any cause or causes, shall not exceed our fee or \$50,000, whichever is less. Such causes include, but are not limited to, TTG's negligence, errors, omissions, strict liability, breach of contract or breach of warranty or any other claim or legal theory alleged.

Termination of Services:

This agreement may be terminated by the Client or TTG should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay TTG for all services rendered to the date of termination, all reimbursable expenses, reimbursable termination expenses and agrees to release TTG from all liability for services performed. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as Additional Services. If Client is in default regarding the Client's payment obligations under this agreement, and Client requests TTG continue providing some or all services, TTG has no obligation to provide any further services unless Client provides financial assurances satisfactory to TTG.

Ownership of Documents:

All documents produced by TTG under this agreement shall remain the property of TTG and may not be used by the Client for any other endeavor without the written consent of TTG.

Re-use of Files:

In accepting and utilizing any electronic files or drawings, reports and data on any form of electronic media generated and furnished by TTG ("electronic files"), Client covenants and agrees that all such electronic files are instruments of service of TTG, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

Client agrees not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this agreement. Client agrees not to make changes or to transfer these electronic files to others without the prior written consent of TTG. Client further agrees to waive all claims against TTG resulting in any way from any unauthorized changes, use or reuse of the electronic files for any other project by anyone other than TTG.

Liens:

This agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right which TTG may have for the performance of services pursuant to this agreement. Client agrees to provide to TTG the present name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide TTG with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.

Suspension of Work:

Upon delivery of a written notice by client to suspend services, TTG will immediately suspend performance of its services in the manner and for the duration directed by client in said notice. TTG shall take reasonable steps to preserve any deliverables or services in progress at the time of suspension. Upon written notice that the suspension has been canceled, if the suspension period was less than sixty (60) calendar days, TTG shall be entitled to an equitable adjustment to the schedule only. However, if the suspension period was more than sixty (60) calendar days, TTG shall be entitled to an equitable adjustment to the schedule and the fee.

Extension of the Duration of Design and Construction Period:

TTG's design and construction phase services fee is predicated upon the duration of design and construction stated by client at the time of proposal preparation. Should the actual duration of design construction phases extend beyond the stated period, TTG shall be entitled to an adjustment to its design and construction phase services fee by an amount equal to the average fees required for services during the immediate past three months of construction.

Owner Understands:

The duties and responsibilities of the Design Professional under this Agreement run only to Owner. The duties and responsibilities of Design Professional do not extend to any third party including, without limitations, the successors and assigns of Owner, any condominium unit owners association or any individual unit owner. There are no third party beneficiaries of any kind for any reason of this agreement.

Arbitration:

It is recommended that any disputes, claims and other matters of question arising out of or relating to this Agreement or breach thereof shall first go to mediation. Should mediation prove to be ineffective, the parties shall enter into arbitration in the City that the project is constructed, in accordance with the rules of the American Arbitration Association, and the award rendered by the arbitrators shall be final and binding on all parties, and may be entered as judgment by any court of competent jurisdiction.

Attorney's Fees:

In the event TTG has to pursue litigation to seek recovery of any fees owed to TTG, the prevailing party shall be entitled to reimbursement by the other party for all reasonable attorney's and expert fees, filing fees, and any other costs or expenses reasonably incurred in the resolution of such dispute.

Entire Agreement:

This Agreement contains all terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist, or bind any of the parties hereto.

Modifications:

No change, modification, or amendment to this Agreement will be valid unless agreed to by both of the parties hereto in writing.

Successors and Assigns:

This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such party's partners, successors, executors, administrators and assigns.

Severability:

In the event any clause or portion thereof in this Agreement is deemed invalid or unenforceable by a court or arbitrator of competent jurisdiction, then that clause or portion thereof shall be treated as if it were omitted at the time of execution, and the remaining terms of this Agreement shall survive and be enforceable.

Applicable Laws:

Unless otherwise specified, this Agreement shall be governed by the laws of the State of California.

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

Topic: APPROVAL OF THE PJHM ARCHITECTS PROPOSAL FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR WASHINGTON MIDDLE SCHOOL ATHLETICS TRACK RE-SURFACING

RECOMMENDATION: The Board of Education approves the proposal with PJHM Architects for Architectural and Engineering services for the Washington Middle School Athletics Track Re-Surfacing project in the amount not to exceed \$94,342.80.

District Priority/Strategy: To ensure a clean, safe, and orderly environment that supports learning.

I. BACKGROUND

The athletic track surfacing at Washington Middle School is in poor condition and is not a adequate surface for competitive training and events. A new synthetic track surfacing is proposed for the track. PJHM has prepared a proposal for the architectural and engineering fees to design, engineer and provide construction documents for the re-surfacing project.

II. STAFF ANALYSIS

District staff recommends approving the proposal prepared by PJHM for the Washington Middle School Athletics Track Re-Surfacing project for services to include: architectural and engineering design, construction document preparation, bidding phase support and construction administration services. The professional service total proposed fee is \$89,342.80 and with an additional reimbursable allowance of \$5,000.00 the total amount for the scope of services is not to exceed \$94,342.80.

The Facilities Committee vetted this Board Report on March 16, 2017.

Attachment: PJHM Proposal for Architectural and Engineering services.

III. FISCAL IMPACT

Funds in the amount not to exceed \$94,342.80 (including \$5,000.00 for reimbursables) are available in the MTT Washington Middle School account.

**Pasadena Unified School District
Board of Education Agenda:** March 30, 2017
Prepared by: Nelson M. Cayabyab, Chief Facilities Officer

Funding code: 21.1-95037.0-00000-85000-6210-0760000

Originator: Nelson Cayabyab, Chief Facilities Officer

proposal

DATE: February 27, 2017

TO: Pasadena Unified School District
Service Center
740 Woodbury Road
Pasadena CA 91103

ATTN: Anson Rane

RE: Washington Middle School
Track Replacement
Professional Service Fee Proposal

Dear Anson,
PJHM Architects, Inc. is pleased to present this Professional Services Proposal for the Washington Middle School Track Replacement Project.

Based on the scope of work listed below, PJHM Architects, Inc. proposes professional service fees in the amount of \$89,342.80 based on the estimated construction cost of \$755,154.81 (see attached) and calculated by the modernization sliding scale (shown below) and based on the following schedule of services. The construction cost (defined below) and professional services fee will be adjusted after each milestone.

The proposed scope of work for design and engineering services are listed in the attached construction cost estimate.

Modernization Sliding Scale Architectural Fee Calculation

- 12% of the first \$500,000 of Construction Cost.
- 11 1/2% of the next \$500,000 of Construction Cost.
- 11% of the next \$1,000,000 of Construction Cost.
- 10% of the next \$4,000,000 of Construction Cost.
- 9% of the next \$4,000,000 of Construction Cost.
- 8% of Construction Cost in excess of \$10,000,000.

Schedule of Services

Schematic Design Phase	15%
Design Development Phase	15%
Construction Document Phase	45%
Bidding Phase	5%
<u>Construction Services</u>	<u>20%</u>
Total	100%

The cost of the construction is to be defined as the following:

1. The total award from the initial construction contract(s).
2. All costs associated with purchase orders initiated by the Owner, which are specified or designed in the construction documents.
3. Amendments to the contract amount that increase the total construction cost, amount based on the additive item total for each Amendment Item.
4. Change Orders to the contract amount that increase the total construction cost, amount based on the additive item total for each Change Order Item.
5. If additive bid alternates are not selected for construction the Architect will be paid based on the accepted contractors price for the alternate and will be invoiced through

Washington Middle School
Track Replacement

proposal

bidding services.

6. All general condition costs.

7. The Construction Manager's compensation for services.

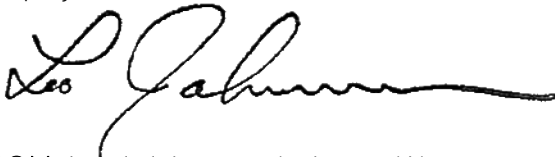
Portions of the Project that are deleted or otherwise not constructed, shall be compensated to the extent services are performed in accordance with the schedule of services listed above based on either (1) the lowest bona fide bid or negotiated proposal, or if no such bid or proposal is received, (2) the most recent estimate of construction for such portions of the Project.

Our basic services include the professional services of an Civil Engineer, Structural Engineer, Plumbing Engineer (As Needed), Electrical Engineer (As Needed) and Landscape Architect for the scope listed above.

Our basis services fee do not include the following specialty consultants or services: Food Service Consultant; Topographical Investigations / Reports; Geotechnical Investigations / Reports; Underground Utility Survey; Hazardous Material Investigations/Reports/Consultants; SWPPP Plans; WQMP Plans; etc.

Reimbursable expenses, such as printing, shipping, agency fees, etc., will be invoiced at cost plus **15%**. We would like to estimate additional expenses for reimbursable items at \$5,000.

Thank you for considering PJHM Architects, and we look forward to working with you on this project,



FROM: Leo J. Johnson • Architect AIA
PRESIDENT + PRINCIPAL
pjhm architects

PROJECT + COST TRACKING CHECKLIST

Washington Middle School Track Replacement

SF - Square Feet
 LS - Lump Sum
 LF - Linear Feet
 EA - Each

	Assessment Areas	Unit cost	Quantity	Unit	Phase 1
5	Site Wide				
	Mobilization	\$29,500.00	1	ls	\$29,500.00
	Demolition / Clearing	\$55,000.00	1	ls	\$55,000.00
	Grading	\$1.20	45,330	sf	\$54,396.00
	Curb at Track	\$41,300.00	1	ls	\$41,300.00
	Base at Track	\$0.80	45,330	sf	\$36,264.00
	Track Surface	\$5.00	45,330	sf	\$226,650.00
	Trench Drain at Track	\$69,000.00	1	ls	\$69,000.00
	Storm Drain	\$42,000.00	1	ls	\$42,000.00
	Sod Replacement / Patch at Track Edge	\$10,000.00	1	ls	\$10,000.00
	Subtotal - Site Wide				\$564,110.00
	Total - Site Wide				Phase 1 \$564,110.00
	Allowance - Unforeseen Underground Utilities				\$10,000.00
	Totals - Construction Cost Estimate				Phase 1 \$574,110.00
	Design Contingency (10%)				\$57,411.00
	General Conditions (10%)				\$63,152.10
	Overhead & Profit (5%)				\$34,733.66
	Bonds & Insurance (2%)				\$14,588.14
	Escalation (3% annually)			Phase 1 (1.5%)	\$11,159.92
	Total Project Cost Estimate (Includes Mark-ups + Escalation)				\$755,154.81

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

Topic: ADOPTION OF PIGGYBACKABLE CONTRACT FOR THE PURCHASE OF LOCKERS FOR BLAIR HIGH SCHOOL.

RECOMMENDATION: The Board of Education approve the piggybackable contract for the purchase of lockers awarded by Wiseburn Unified School District to Kya Services.

District Priority/Strategy: Accountability: Collaborative planning process at the District level to align services, human resources and financial resources to support achievement and instructional goals.

I. BACKGROUND

The procurement of equipment and supplies and other related products will occur during the course of a school year to support student achievement. Pursuant to the provisions set forth in Public Contract Code (PCC) 20118, the Governing Board may authorize the purchase of equipment and supplies through a public corporation or agency without advertised bids. This method known as “piggybacking” is permitted by law so long as it is used in the best interest of the District.

II. STAFF ANALYSIS

The Blair High School boy and girl locker rooms lockers are in need of replacement as they are over fifty years old and in poor condition. The lockers are original to the school with most of them badly damaged and beyond repair due to parts no longer being available. Currently more than 30% of the lockers are unusable.

In addition, there is an immediate need at the middle school campus for hallway lockers to be added to the facility. The installation of the hallway lockers will eliminate the need for students to carry all of their textbooks needed throughout the day. Most students are utilizing backpacks for all of their textbooks, which can often exceed 35-40lbs in weight. This concern has raised some health concerns with the possibility of back and neck strain with the students.

Requesting approval to piggyback on the Wiseburn Unified School District’s piggybackable contract awarded to Kya Services for the purchase and installation of required lockers for this project.

The Facilities Committee vetted this Board Report on March 16, 2017.

III. FISCAL IMPACT

Funding available from Measure Y. Funding is available from the remaining Measure Y fund as Furnishing Furniture and Equipment (FFE). This will close out the Measure Y funding to zero balance

<p>Pasadena Unified School District Board of Education Agenda: March 30, 2017 Prepared by: <u>Nelson Cayabyab, Chief Facilities Officer</u></p>
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<p>Funding Code: 21.0 - 92100.0 - 00000 - 85000 - 6410 - 00800000</p>
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Originator: Kahlil Harrington, Director, Maintenance & Operation
Christine Ward, Administrator, Procurement & Contracts

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

Topic: APPROVAL TO ACCEPT SIERRA MADRE MIDDLE SCHOOL - NEW PROJECT AS COMPLETE PUSD BID NO. 10-12/13

Recommendation: The Board of Education approve to accept the Sierra Madre Middle School - new project as Complete PUSD BID No. 10-12/13 the total amount paid to the main contractor for this project was \$31,027,670.58

District Priority/Strategy: To ensure a clean, safe, and orderly environment that supports learning.

I. BACKGROUND

On July 1, 2013 the District issued a Notice to Proceed to Sinanian Development Inc. for the Sierra Madre Middle School - NEW Project PUSD Bid No. 10-12/13 in the total amount of \$27,888,000.00.

II. STAFF ANALYSIS

District Facilities staff has determined that all work at Sierra Madre Middle School- New Project is complete and recommend that the Board of Education accept the work as completed by Sinanian Development Inc. The Board is requested to authorize Facilities staff to file a Notice of Completion with the County Clerk's office for Contract Bid No. 10-12/13. The total amount paid to the main contractor for this project was \$31,027,670.58

The Facilities Committee vetted this Board Report on March 16, 2017

III. FISCAL IMPACT

The total construction cost for this project was \$31,027,670.58 and the total cost for this project including Architect fees, inspection fees and other related construction cost was \$37,843,161.77 paid from out of the Measure TT-Sierra Madre Middle School Modernization Budget.

Pasadena Unified School District
Board of Education Agenda: March 16, 2017
Prepared by: Nelson M. Cayabyab, Chief Facilities Officer

Funding Code: 21.1-95038.0-00000-85000-6270-0520000

Originator: Nelson M. Cayabyab, Chief Facilities Officer