



**PASADENA UNIFIED SCHOOL DISTRICT (PUSD)
CITIZENS' OVERSIGHT COMMITTEE (COC) MEETING
Meeting Minutes of February 15, 2017**

Location: Pasadena Unified School District Education Center, Room 229, 351 S. Hudson Ave., Pasadena, CA. 91109

Date & Time of meeting: February 15, 2017 at 6:30 p.m.

Present: Quincy Hocutt, Clifton Cates, Geoffrey Commons, Mikala Rahn, Glen DeVeer, Diana Verdugo, Willie Ordonez, Jen Wang, and Steven Cole.

Absent: Chris Romero, Derek Walker, Gretchen Vance and Joelle Morisseau-Phillips.

Pasadena Unified School District (PUSD) Board Member Liaison to COC: Pat Cahalan

PUSD Staff: Nadia Zendejas, Executive Secretary; Miguel Perez, Construction Specialist; and Nelson M. Cayabyab, Chief Facilities Officer.

I. CALL TO ORDER

Mr. Cates

The meeting was called to order at 6:32 p.m.

II. APPROVAL OF January 18, 2017 MEETING MINUTES

Action: Ms. Verdugo moved to approve the meeting minutes as submitted. Mr. Commons seconded.

Vote: approved 6 to 0. 1 abstention.

III. NEW BUSINESS

A. Reappointment of members with terms expiring on February 28, 2017.

Mr. Cates

Mr. Cates informed the Committee that Ms. Vance had submitted a written request to the Facilities Committee of the Board of Education asking for reappointment of the current committee members whose terms are due to expire on March 1, 2017. District Staff prepared a Board Report for the February 23 Board of Education meeting requesting the reappointments.

B. Solicitation and appointment of new members to the Citizens' Oversight Committee

Staff will solicit the public for new member applications by the end of February. The application period will close on March 14, 2017 and interviews will then be scheduled. The COC will participate in the interviews of prospective new members.

C. Uniform standards for Proposition TT expenditures.

Mr. Cates and Mr. Hocutt drafted a "guidelines/standards" document to help clarify the areas appropriate for the expenditure of Measure TT bond funds. District staff and Board member input and feedback are being solicited on this document. COC members were asked to prepare comments on the document for the subsequent Committee meeting.

D. Uniform procedures for enabling timely Committee review of proposed Proposition TT expenditures

Mr. Cates asked the Committee and the Facilities Department to suggest procedures that would enable Committee recommendations to disapprove proposed Proposition TT expenditures to be received by the Facilities Committee and the Board in sufficient time for those bodies to consider

the recommendations before acting. Mr. Cahalan reassured the Committee that the Committee's concerns regarding appropriate expenditure are being addressed at the Facilities subcommittee meetings. He added that they go through the Board analysis spreadsheet that the COC puts together, and staff provides justification as to why the expense is appropriate. The Committee will continue to work with District on improving the process, including changing the meeting date. Everyone in attendance was asked to reflect on the ideas and be prepared to reach a decision as to how to proceed by the next meeting and Facilities agreed to offer a proposal for consideration.

E. Review of previously considered Proposition TT expenditures

i. Board Reports (BR's) 1153 to 1167 (*BR's are requests for Measure TT expenditures*) were individually discussed and then the Committee voted on whether they recommended disapproval or approval of the expenditure. BRs 1153, 1154, and 1155 and 1156 were approved. Mr. Hocutt requested Staff to consider the questions posed by the Committee on the Board Report analysis spreadsheet. Staff agreed to address those questions.

BR's 1157 and 1158 were presumed to be "placeholders" since specific data were not available at the time the BR was prepared. Discussion indicated this data would become available in time for a review by the Facilities Committee and for presentation to the Board of Education to make a decision regarding going forward with the work on Blair High School. Based on this explanation, the Committee approved proceeding with 1157 and 1158.

On BR1159, the Committee did not agree with paying an outside consultant for closing out projects. They feel it is the job of the contractor to close the projects out and certify them closed with DSA (*the Division of the State Architects*). Mr. Cahalan suggested that staff prepare a presentation for the Facilities Committee on the process of closing out a project certified with DSA. The Committee disapproved BR 1159.

On BR 1160 and 1161 questions were raised as to whether the Board had previously approved spending funds on the San Rafael and Linda Vista sites. Mr. Cahalan responded that the Board authorized certain expenditures on both of these sites.

BR 1162 was noted as essentially accepting poor performance by a contractor and the Committee voted to not approve this BR. BR's 1165 through 1167 were approved.

ii. Payment of the salaries and benefits of District employees out of Proposition TT funds, as shown on the schedule entitled "Agenda Item IV.C.iii presented at the December 21, 2016 meeting

Mr. Hocutt asked if consultants (*"Project Managers"*) were paid from Measure TT funds and why they didn't appear on the employee list. Staff confirmed that consultants are contract workers and they are not District employees and the Committee had only requested a listing of District employees. (*It is noted that salaries paid to the Project Managers have been stated by Facilities as being charged to the various projects they manage and thus are paid from Measure TT funds.*)

iii. Review of single sheet engineering drawing showing various changes at Norma Coombs referred to in BR 1124

Mr. DeVeer provided a sample of how architects come up with plans. He feels that the district paid too much for the single drawing at Norma Coombs, as an example, and that the District should be paying closer attention to the procedures for approving cost proposals. It was agreed

that further discussions on costs being considered as “inflated” in various categories should be on future agendas.

F. Review of proposed Proposition TT expenditure Report

Ms. Rahn requested Staff to prepare a budget presentation for the Committee showing the current status of the budget and how much more is left to go. Staff agreed to provide this presentation.

G. Reports by the Chief of Facilities

Mr. Cayabyab provided the Committee with pictorial handouts on building proposals for the following sites: Roosevelt, Norma Coombs and Don Benito. There was no substantive discussion.

H. Status of Educational Master Plan and Facilities Master Plan update

Mr. Cayabyab informed the Committee that the Facilities Master plan study session will be held in April and his goal for the completed Facilities Master Plan is December of 2017. There was a brief discussion of the volume of reports the Committee receives before its meeting and it was agreed by Facilities that if a member requested a paper copy in addition to the electronically provided documents, then Facilities would provide one.

I. Report on activities of the New Members Subcommittee

This item was deferred until March since the two members on the sub-committee, Ms. Vance and Ms. Morisseau-Phillips, were not present.

J. Report by the Board liaison to the COC

Mr. Cahalan had been required to leave the meeting early, so this item was deferred to the March meeting. .

K. Report by COC liaison to Facilities Committee

Mr. Cole informed the Committee that at the Facilities Committee meeting the Board Report analysis spreadsheet prepared by the COC was discussed and the concerns of the COC were addressed.

L. Report from site council representatives

This item was deferred until next month because Ms. Verdugo had to leave the meeting early.

M. Review of site council “talking points”

This item was not discussed and was deferred to a future meeting.

IV. Public Comment

There were no public comments.

V. Future meeting agenda items, dates, and locations

The next COC meeting will be held on Wednesday, March 15, 2017 at 6:30 p.m. at the PUSD education center on Hudson Avenue.

VI. Adjournment

The meeting was adjourned at 8:35 p.m.

Mr. Cates

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**PASADENA UNIFIED SCHOOL DISTRICT (PUSD)
CITIZENS' OVERSIGHT COMMITTEE (COC) MEETING
Meeting Minutes of March 15, 2017**

Location: Pasadena Unified School District Education Center, Room 229, 351 S. Hudson Ave., Pasadena, CA. 91109

Date & Time of meeting: March 15, 2017 at 6:30 p.m.

Present: Quincy Hocutt, Clifton Cates, Glen DeVeer, Diana Verdugo, Gretchen Vance, Willie Ordonez, Jen Wang, and Steven Cole.

Absent: Chris Romero, Derek Walker, Joelle Morisseau-Phillips, Geoffrey Commons and Mikala Rahn.

Pasadena Unified School District (PUSD) Board Member Board Liaison: Pat Cahalan. Kim Kenne, President of the Board of Education, was also in attendance.

PUSD Staff: Miguel Perez, Construction Specialist.

Absent: Nelson Cayabyab, Chief Facilities Officer and Nadia Zendejas, Executive Secretary

I. Call to Order

Mr. Cates

The meeting was called to order at 6:30 PM

II. Approval of minutes of February 15, 2017 meeting

Ms. Wang

February minutes was not available in the meeting package for members to vote upon for approval. District staff had not provided draft minutes in a timely manner for Committee members to review before the meeting.

III. BUSINESS

A. Preparation of meeting minutes

Ms. Wang, Messrs. Hocutt & Cates

i. Current state of affairs

There was a lengthy discussion regarding preparation of the minutes, specifically questioning the District's duty to provide services as part of the District's administrative support included in the language of Prop 39 and the COC by-laws. Staff agreed they were recording the current meeting and hoped to provide the verbatim transcript and the minutes for this meeting.

ii. Plan adopted at September 21, 2016 meeting

Mr. Cates stated that at the September 2016 meeting, the District had agreed with the COC to prepare and provide the minutes.

iii. Education Code sec. 15280(a), COC bylaws sec. 7.1(c)

Mr. Cates stated that base on the COC bylaws the District has the obligation to provide administrative assistant to the COC; he also noted that this administrative assistance couldn't be paid from Measure TT funds, per the Education Code.

iv. History: Mr. Cates stated that there wasn't a problem with the October, November, December or January minutes and questioned why things had changed.

Action: Mr. Cahalan offered to take the problem of preparation of the minutes to the person(s) who could resolve it.

B. Proposition TT Financial Report: Current status, problems, action *Mr. Hocutt*

Mr. Hocutt made an extensive presentation demonstrating that the information contained in the current Financial Reports provided by Facilities is not transparent, hard to understand, and in some cases they are misleading the public. The central questions discussed were regarding an inherent conflict of interest, as the entity controlling the budget is the same entity reporting performance against the budget. The current reports are also less useful than they should be from a managerial viewpoint.

A transcript of the questions asked and answers provided is shown below:

Statement on PUSD Website

The Citizens' Oversight Committee is responsible for monitoring project management and expenditures for the \$350 million local school facilities bond passed by voters in November 2008. The Citizens' Oversight Committee members play a critical role in ensuring fiscal accountability and transparency to the public about progress on construction projects undertaken with Measure TT funds. The Committee works closely with the Board of Education and the Superintendent to ensure that projects are completed as planned, within budget, and in accordance with the law.

"Jeopardy" Questions

Where would you publicly access the Measure TT budget to study it? Until last month, it was not posted. At the COC's request, it is now on the COC website.

What were the actual expenditures to build the Blair MIDDLE School? History of completed projects does not appear in the reports.

What types of costs are covered in Career Technical Education at Blair High School? What has been spent on it? \$26 million budgeted in total with \$1.4 million at Blair. Nothing spent. Originally set up to procure computers & laptops. Will be phased out and returned to contingency.

Roosevelt Elementary School is budgeted for a multipurpose facility. What percent complete are they on that project? What quarter of what year are they scheduled to be complete? No data of this type exists.

What were the actual costs to construct Sierra Madre Middle School? BR 1165 reported the cost at \$ 27.8 million. Do the two reports agree? \$37.8 million on the report does not agree with the BR data.

What is covered in the line item entitled "Measure T E-rate" at Marshall Fundamental Secondary School? It has been stated it is for technology infrastructure to support computers. Expenditures on the report are \$438,000 at Marshall and \$5.1 million in total. Can be returned to contingency.

What is covered under the heading of "Technology Modification?" Are we about complete with that program? It appears similar to Measure T E-rate??? Percent complete is undetermined.

How much have we expended on the modernization of Linda Vista Elementary School? Were we budgeted for that? \$129,000 is spent, perhaps for a needs analysis or CEQA or architectural history. Budget appears to be zero.

What organization's performance is being tracked by this financial report? What organization allocates the budgets and reports the actuals for this report? Facilities and Facilities. This non-separation violates budgeting principles.

Bonus question: Measure TT is a \$350 million bond. What is the total budget on this report? \$343.8 million

The Facilities Committee of the Board of Education has approved a large number of Board Reports in the last six months. Where are those indicated on the report with a line item and showing an increase in budget? Nothing indicated. Covered under modernization. As a BR is approved, it is assumed to be covered under the previously established modernization budget. They will be adjusted over time as they are needed.

Where do you see coverage for the salaries of the Project Managers for the various school projects? Doesn't show. They may be in the individual projects but there are indications it may be in Facilities Administration.

WHO is the project manager for the modernization of Blair High School? That information doesn't appear.

Is "Facilities Administration" (under District Service Center) currently on budget? How is that budget allocated?
It is currently over by about \$400,000. Facilities meets quarterly to adjust the budgets.

ACTION: The COC will formally ask Staff to consider revising the format of the financial report to provide improved information to the Board of Education and the public.

C. Uniform standards for Proposition TT expenditures *Mr. Cates, Mr. Cayabyab*

- i. Member Comments: Mr. Cates informed the Committee that he has received several comments on the draft of the "Guidelines For The Expenditure Of Measure TT Bond Funds," and that the Committee would wait for other comments; no further action on the matter will be taken until the next meeting.
- ii. District Comments: District staff has responded via iPhone that no new guidelines were needed and that Proposition 39 statements were sufficient.

D. Uniform procedures for enabling timely Committee review of proposed Proposition TT expenditures

- i. Possible change of COC meeting date to precede Facilities Committee meeting
- ii. Other steps to ensure that the Board has a real opportunity to consider the COC's recommendations

With regard to items "i" and "ii", a discussion was held presenting the pros and cons of moving the COC meeting to a previous week to ensure the Board has time to consider COC recommendations.

Due to complications in that proposed process, no decision was made and the item was tabled for the next meeting.

E. Review of proposed Proposition TT Expenditures: Board Reports 1168-1179

Mr. Perez provided information on the positive results achieved in staff's negotiations with PJHM for Engineering Services for running track resurfacing and other related improvements at Blair High, Elliot, and Washington. After negotiations, proposal costs were reduced by 30% (\$54,307) for Blair and Elliot; and an additional scope was added for Washington with no increase in fees. Mr. Perez informed the COC that the fee reduction was in good part the result of staff's classification of the track resurfacing projects as non-DSA projects, which by their nature generate additional work for the architects.

Mr. Perez explained that the option of getting an overall lower price by joining all three projects into one with a reduced cost due to a volume discount, as had been suggested by the Committee, was not possible.

Mr. Cates asked Facility to provide a copy of bylaw to the Committee which stating why projects have to be independent, even though they are almost identical in content.

Action: BR's 1169, 1170, 1171, 1174, 1175 and 1176 were approved with 6 votes for, 0 against and 1 abstention.

BR's 1172 and 1173 previously proposed to be disapproved, due to the non-combining of three projects into one, were also approved (with 2 votes against) based upon the explanation of the non-option of combining the designs for three almost identical running tracks, and the cost savings resulting from Staff negotiations.

F. Reports by the Chief of Facilities

There was no report on the status of construction projects by District Staff.

To help facilitate future status reports on construction, Mr. Hocutt distributed a proposed "Construction Status Report" form for consideration. He proposed that Project Managers would make inputs to such a consolidated form on a monthly basis. The information requested for each school with ongoing construction projects would be: Projects in Work, Progress/Issues this Month, an estimated percentage of completion, and the Project Manager's name. Staff and COC members were asked to consider using this form and to provide input by the next COC meeting.

G. Committee membership

- i. Reappointment of members with terms expiring on February 28, 2017:

Action: The names submitted to the Board of Education were approved unanimously for an extended term.

- ii. Solicitation and appointment of new members:

Pat Cahalan informed the Committee that two seats are still open, and recommended to extend the period for accepting new members. As two current members must be excused, four seats will be required.

Action: The proposal to extend the deadline for new applicants was approved unanimously

- iii. Membership criteria

A suggestion was made on the advisability of a background check requirement. No decision was made at this time.

H. Report by Board Liaison to the COC

There was no new information reported by the Board Liaison.

I. Report by COC liaison to Facilities Sub-Committee

It was reported that the Board Liaison has conveyed COC concerns to the Facilities Sub-committee.

J. Report from site council representatives

Ms. Verdugo informed the Committee that parents at her school sites keep thinking that she is a District representative, and she keeps reminding people she is not. It was also mentioned that the PHS Principal had a problem cleaning the goose excrement, which

cannot be power washed due to Pasadena water restrictions. It was noted that the current water restrictions have exemptions for instances of sanitary clean ups.

IV. Public Comment

A public comment was made that delays in repairing of the roof at Linda Vista had increase the possibility to the District that it will have to construct a new building.

V. Future meeting agenda items, dates, and locations

The next COC meeting will be held on Wednesday, April 19, 2017 at 6:30 p.m. at the PUSD education center on Hudson Avenue. Agenda items will be developed and distributed before this meeting date.

VI. Adjournment

The meeting was adjourned at 9:08 PM.

Mr. Cates



**PASADENA UNIFIED SCHOOL DISTRICT (PUSD)
CITIZENS' OVERSIGHT COMMITTEE (COC) MEETING
Meeting Minutes of April 19, 2017**

Location: Pasadena Unified School District Education Center, Room 229, 351 S. Hudson Ave., Pasadena, CA. 91109

Date & Time of meeting: April 19, 2017 at 6:30 p.m.

Present: Quincy Hocutt, Clifton Cates, Glen DeVeer, Diana Verdugo, Willie Ordonez, Jen Wang, Steven Cole, Joelle Morisseau-Phillips, and Mikala Rahn.

Absent: Chris Romero, Derek Walker, Geoffrey Commons and Gretchen Vance.

Pasadena Unified School District (PUSD) Board Member Board Liaison: Pat Cahalan was absent. His substitute was Kim Kenne, President of the PUSD Board of Education

PUSD Staff: Miguel Perez, Construction Specialist attended, sitting in for the absent Nelson Cayabyab, Chief of Facilities, and Nadia Zendejas, Executive Secretary.

I. CALL TO ORDER

Mr. Cates

The meeting was called to order at 6:30 PM

II. Approval of meeting minutes for February 15 and March 15, 2017

Mr. Cates

The February 2017 and March 2017 draft meeting minutes were not distributed with the agenda. Therefore the COC members did not have adequate time to review the minutes before voting for approval. A Committee vote for approval was deferred until the May meeting.

III. BUSINESS

A. Current state of preparation of meeting minutes

Ms. Wang

Mr. Cates noted that the District failed to include the minutes with the Agenda that was distributed. Most of the documents referred to in the Agenda were not included despite the COC's specific request. It was also noted that the District had not posted the Agenda in a timely manner as required by the Brown Act.

There were several comments on the District's current lack of necessary and required administrative support to the COC. The following questions were posed: Why has the Chief of Facilities withdrawn administrative support to the COC as required by law? Why is the Chief of Facilities not attending the COC meetings? Mr. Perez was unable to provide an answer to these questions.

The COC members agreed that the Chief of Facilities and the Executive Secretary should attend the COC meetings, as has been the customary and required practice. Several options to resolve the District's lack of necessary administrative support to the COC were discussed; among them was a proposal to send a letter to the Board of Education, to the Facilities Committee and to the District Superintendent.

ACTION: Mr. Cates is to send a letter to Mr. Cayabyab asking that the executive secretary be returned to the COC meetings to provide administrative support, as is required by law and as agreed to by the District.

Ms. Wang clarified the process of preparation and submittal of COC Minutes: the COC Minutes Committee should receive a first draft of the minutes by the District Staff within one working week after the meeting; then a modified draft would be sent out to all COC members for their review. That draft is aided by the presence of the verbatim transcript provided by District Staff. After two weeks, when comments are received back and incorporated by the Minutes Committee, a final draft is sent to Facilities for inclusion with the agenda. These minutes are included with the agenda to be voted on for approval at the next COC meeting.

B. Proposition TT Financial Report: objectives, current status, problems, required action *Mr. Hocutt*

i. Objectives

Mr. Hocutt revisited the content and importance of “*Executive Summary – Status of Measure TT*” report that he had previously presented to the members and submitted to Facilities for its preparation. This new report would provide an executive level summary of projects in work chargeable to Measure TT and it has been discussed extensively with District Staff. The proposed report would tell the Board of education and public where the District stands financially with respect to each Proposition TT-funded project by showing key items of information:

- The original amount budgeted
- The current budget (which will necessarily include all changes to the current budget)
- The amounts expended to date (including current commitments for expenditures not yet made)
- Percentage of completion
- Estimated date of completion
- Estimated remaining cost of completion
- Estimated total cost of construction
- Total estimated cost compares with the most recently budgeted amount
- Whether budget changes were approved by the Board
- Identification of contractors and program managers
- Identification of the Project Manager.

Mr. Cates noted that the COC and the Board can be overwhelmed with the massive amounts of data currently provided to them by the Facilities Department, that the COC, the Board, and the public need a clear, concise executive summary showing what each project was supposed to be, where it currently stands, and where it is heading. The COC has been requesting this information from the Facilities Department since February.

District staff noted that they had responded with some questions about the report. Mr. Quincy stated he would work closely with Staff to ensure an understanding of what is required and how to achieve it. Staff committed to provide the requested report once they understand.

ii. Meeting with Facilities Dept. on April 4, 2017

It was reported that the COC Audit Committee had met with District Staff on April 4 to discuss the preparation of the Executive Summary report. Questions still remain, and as noted above the COC is willing and able to meet with Staff to work together in making the report happen.

iii. Response of Facilities Department and reply of COC

Mr. Perez provided the COC members with a report identified as “*Remaining MTT Budget & Commitments (based on expenditures to 3/4/17)*” including the following data items for each project:

- * FY 16-17 Remaining Encumbrances,
- * Final Budget after Encumbrances (FY 16-17 thru 2020),
- * Total MTT Cash required, and the Construction Completion percentage (including the initials of the Project Manager responsible for it).

This report is not a substitute for the report that the COC wishes to create.

Mr. Perez affirmed Staff’s commitment to provide COC the requested Financial Report as per COC’s template, and noted that there are things that need to be clarified and agreed upon to provide a report with the precise content the COC is asking for.

iv. Current state of affairs

The COC is waiting for the District to provide the information the COC has requested from the Facilities Department. Facilities has asked the COC to provide clarification on several topics and the COC has agreed to meet with Facilities staff to resolve any questions they may have.

C. Review of sample “Needs Assessment”

Mr. Hocutt

Mr. Hocutt reviewed the Franklin Elementary School Assessment Report prepared by PJHM Architects and highlighted several issues he thought were relevant.

Mr. Hocutt noted that at the April 13, 2017 Board of Education special meeting, the Chief of Facilities (Mr. Cayabyab) asked the Board to prioritize projects to be completed within the approximately \$126,000,000 still remaining in the measure TT Fund. Mr. Cayabyab has presented the Board a list of school projects with priorities proposed by District staff. The Board has been asked to prioritize projects to fit within the available funds.

Mr. Hocutt noted as an example that the Franklin Elementary Facility Needs Assessment included urgent roof repair work that was needed in 2016, but no funds for that purpose are included in the April “Spend-out Plan” proposed by the Facilities Department. Mr. Quincy asked: “What was the purpose of the needs assessment?” The Committee asked why the District should perform a needs assessment, at a high cost, if it is not going to use that information to allocate funds for repairs. Ms. Kenne suggested and hopes that if a needs assessment is to be done for a school, that budget should be separated from the construction budget for visibility.

The use of TT funds to prepare a “needs assessment” was also questioned by several members. Mr. Perez showed the text of the Measure TT Ballot, suggesting that planning costs, like the Facility Needs Assessments, are part of allowable TT expenditures

It was also requested by the Board member that when the project budget format is revised, the descriptions of the projects should be enhanced so that it is clear what the project actually is. It was also requested of Staff that in the eventuality of project priority changes (such as emergencies), that the budget reports make clear what projects have been reduced or supplanted to provide budget for the new priority.

Decision: It was agreed to submit to the COC’s independent legal counsel an inquiry as to whether or not it is legal to pay for a project’s needs assessment out of current TT funds when the project itself must be funded from a future bond fund. A second question to be asked is whether it is legal to pay for a new Facilities Master Plan including such future project out of Measure TT funds.

D. Current status of proposed expenditures for the 3 athletic tracks (Board Reports 1172, 1173, and 1177)
Mr. Hocutt

- i. Law requiring separate bids (promised by Facilities on March 15, 2017)

Mr. Perez informed the COC that he had not found any laws requiring that similar projects should be bid separately.

ii. Current status

The design and construction of the three athletic tracks was not approved in the March 31, 2107 Board meeting, even though they are now included in the list of Projects submitted to the Board for their review and approval.

It was noted during this discussion that many of the questions raised in a particular COC meeting by the Committee are not followed up and answered by Staff in a timely manner.

E. Uniform Standards for Proposition TT expenditures *Mr. Cayabyab, Mr. Cates*

i. Member-recommended changes

Some comments have been received. Mr. Cates asked that if members have suggested changes, they should make them to the existing draft. In this manner, the Committee can arrive at a final language for the document. In preparing these standards, the COC welcomes the input of the Board and the Facilities Department, although the Chief of Facilities has previously stated that no such standards are needed, that the text of Proposition 39 is sufficient.

ACTION: Mr. Cates will re-send the document to the committee with a due date.

ii. Final adoption

The approval of the proposal for a “Uniform Standards for Proposition TT Expenditures” was deferred until the next meeting

F. Uniform procedures to insure timely Committee and Board review of proposed Proposition TT expenditures *Messrs. Hocutt, Cates, Cayabyab and Cahalan*

i. Prior recommendations

1. Possible change of COC meeting date to precede Facilities Committee Meeting. The Committee did not arrive at a better COC meeting date than the one that current exists at this time.

Decision: It was decided to defer any action until the new Board of Education members are sworn in and any possible schedule changes they may make are implemented.

2. Other steps to insure that the Board has an ample opportunity to consider the COC’s recommendations.

ii. Current status

The COC meetings are held less than 24 hours before the Facilities Committee meeting. Members of the COC believe that this short period gives the Facilities Committee insufficient time to evaluate the COC’s recommendations. It was recommended that suggestions and comments from the COC regarding items to be

discussed at the Facilities Committee be e-mailed to that Committee before their meeting and that the COC representative at the Facilities Committee read those notes aloud and into the record. The Facilities Committee materials are usually posted only 72 hours in advance of their meetings; so COC needs to meet and act within that time period.

G. Recommendations for spending the remainder of Proposition TT funds *Mr. Hocutt*

The selection and priority of projects to be charged to Measure TT is a decision of the Board of Education, not the COC.

H. Review of newly-proposed Proposition TT Expenditures *Mr. Hocutt*

No Board Reports were submitted for consideration by the COC at this meeting.

I. Report by the Chief of Facilities *Mr. Cayabyab*

Mr. Perez informed the Committee that the contracts for the various Project Managers (paid as independent consultants and included within a project's expenses) will be renewed in May-June.

Mr. Perez provided six (6) sets of reduced copies of the Facilities Master Plan of April 13, 2017, (*also referred to as the "spend-out plan"*) and informed the Committee that the complete document had already been emailed to all the COC members, and that it was available on line.

J. Committee membership *Mr. Cates*

i. Reappointment of members with terms expiring February 28, 2017

All existing members who wanted reappointment were reappointed by the Board.

ii. Current status of solicitation and appointment of new members

No information was available from the Board with regard to the status of the solicitation and appointment of new members. (Currently there are 11 members of the COC against a maximum of 15 allowed.)

iii. Removal of members for non-attendance

Mr. Chris Romero and Mr. Derek Walker were removed from the COC for non-attendance at the COC meetings.

iv. Status of new member orientation package

Ms. Morisseau-Phillips is to report on actions taken by the membership sub-committee at the next COC meeting.

K. Report by Board liaison to the COC *Mr. Cahalan*

Mr. Cahalan was absent; thus there was no report.

L. Report by COC liaison to Facilities Committee

Mr. Cole

Mr. Cole informed the COC that Mr. Cahalan had reported to the Facilities Committee the comments by the COC on submitted Board Reports.

As discussed previously, the COC will be put on the agenda for future Facilities Committee meetings to provide any reports or comments the COC feels necessary to provide.

M. Report from site council representatives

Ms. Verdugo

Ms. Verdugo informed the Committee that Dr. Shaw, Chief Academic Officer, gave a speech at Roosevelt Elementary about Educational Processes on Math and English, and thoughts on the transition from middle school to high school.

At Roosevelt there will be construction work in the back alley and the Site Council wants it to be completed as soon as possible. They also want to enlarge the access gate to have a speedier pickup and delivery of the students and they also want to build a new sidewalk.

Mr. Cole informed the Committee that there was a Site Council meeting held at Blair with the neighborhood, the Contractor, the Project Manager and others; at this meeting questions from the community were answered.

Ms. Verdugo informed the Committee that on Wednesdays or Thursdays she would be willing to attend Site Council meetings that others could not attend.

IV. Public Comment

There were no public comments.

V. Future meeting agenda items, dates, and locations

The next COC meeting will be held on Wednesday, May 17, 2017 at 6:30 P.M. at the PUSD Education Center on Hudson Avenue.

VI. Adjournment

The meeting was adjourned at 8:55 PM.

CITIZENS' OVERSIGHT COMMITTEE PASADENA UNIFIED SCHOOL DISTRICT

*Clifton B. Cates III – Chair
Quincy Hocutt – Vice Chair
Steven Cole
Geoffrey Commons
Glenn DeVeer
Joelle Morisseau-Phillips
Willie Ordonez
Mikala Rahn
Gretchen Vance
Diana Verdugo
Jenifer Wang*



Pasadena, California

Patrick Cahalan – Board Liaison

May 11, 2017

Dr. Brian McDonald
Superintendent, Pasadena Unified School District
351 S. Hudson Avenue
Pasadena, California 91109

Dear Dr. McDonald:

The Citizens' Oversight Committee has directed me to write to you to raise two unresolved problems that are impeding the Committee's ability to perform its statutory oversight functions: (1) the failure of the Facilities Department to provide essential information about the status of Proposition TT-funded projects and (2) the poor quality of administrative support provided by the Facilities Department to the Committee for the last several months. I hope that with your assistance we can resolve these problems so that both the Facilities Department and the Committee can perform their respective duties more easily, efficiently, and pleasantly.

1. Request for Information

Although the Facilities Department produces massive amounts of data pertaining to Proposition TT-funded projects, no one report shows all the basic information that the Committee, the Board of Education, and the public need to know about the status of each project. As part of its oversight function, the Committee has therefore undertaken to generate such a report, one which will be an executive summary of all TT-funded

projects. This report will include for each project the following information in one place, in easily understandable format, and juxtaposed to permit comparison:

- The original amount budgeted
- The current budget as approved by the Board
- When any changes to the budget were approved by the Board
- The amounts expended or committed to date
- Percentage of project completion
- Estimated date of completion
- Estimated remaining cost of completion
- Estimated total cost of construction
- How such estimated total cost compares with the most recently budgeted amount
- Identification of contractors and program managers

A particularly significant feature of the report is that it will permit easy comparisons between what was planned, where a project now stands, and where it is headed. For example, if a project is estimated to be 50% complete but 90% of the budgeted amount has already been spent or committed, further scrutiny is probably warranted. Similarly, if the Board has approved a budget of \$15 million for a project but the total cost is now estimated to be \$20 million, where is the authority for spending the additional \$5 million?

The Committee is not asking the District to generate another report. This is something that the Committee will do itself based on information supplied by the District. Providing that information should entail little effort, because the information is already in the possession of or readily available to the District. But only the District can provide it, particularly the information pertaining to budgeting and percentage of completion.¹

2. Administrative Support of the COC by the District

Section 15280(b) of the Education Code requires the District to “. . . provide the citizens’ oversight committee with any necessary technical assistance and [to] provide administrative assistance in furtherance of its purpose and sufficient resources to publicize the conclusions of the citizens’ oversight committee.” Under section 7.1 of the Committee’s bylaws, such administrative support includes preparation of agendas,

¹ The Committee realizes that percentage of completion requires an estimate, but estimates are commonplace for construction projects and can be made by the project manager. Any reasonable, consistently applied method chosen by the District will suffice.

minutes, and reports. Section 7.2 of the bylaws provides that “[d]istrict staff shall attend all Committee proceedings in order to report on the status of projects and the expenditure of bond proceeds.”

In the Committee’s opinion, administrative assistance provided by the Facilities Department since February has been unsatisfactory. Most problematic has been the Chief of Facilities’ failure to attend Committee meetings and his substitution of a staff member who, while complaisant and cooperative, does not have the authority to speak on behalf of the Facilities Department or the knowledge to answer many of the Committee’s questions. The attendance of the Chief of Facilities at our meetings is essential. This problem may have been rendered moot given the Chief’s recent announcement that in future he will usually attend the meetings. We on the Committee sincerely hope that he does.

A major aspect of the administrative support that the District is required to provide is preparation of Committee meeting minutes. However, this task does not rest solely on the shoulders of the District. It is a collaborative venture. Last September the Facilities Department and the Committee agreed that a representative of the Department would provide a verbatim transcript and a first draft of the minutes and that the Committee would take it from there. That system worked reasonably well until February, when Facilities ordered a new, inexperienced staff member to perform those functions. Through no fault of his own and despite his best efforts, which were considerable, he could not do so.

The Committee complained about this state of affairs, and the Chief of Facilities has now proposed that the Facilities Department provide a private stenographer to transcribe Committee meetings. While this approach would certainly fulfill the Facilities Department’s obligation, one can reasonably ask whether the \$600 to \$1000 cost per meeting is a wise expenditure of limited funds, particularly since this function was previously performed by a Facilities staff member at no additional cost.

By law the cost of such administrative support by a private stenographer cannot be paid out of Proposition TT funds. The Chief of Facilities has advised me that the cost would be paid out of remaining Proposition Y funds. I have not researched the matter, but I wonder whether the Proposition Y ballot measure had a restriction similar to that contained in the Proposition TT ballot measure. If it did, then Proposition Y funds cannot legally be used to pay for a private stenographer.

3. Conclusion

I realize that there is an inherent tension between those who oversee and those who are overseen. I also realize that the Facilities Department has an important job to do. But so does the Committee. We have no choice. It is what the law requires.

In order to foster a more cooperative and productive working relationship between the Facilities Department and the Committee, I am happy to entertain your suggestions and to meet with you in person, preferably sooner rather than later.

Sincerely,

Clifton B. Cates
Chair, Citizens' Oversight Committee

P.S. The Committee has directed me to send copies of this letter to all members of the Board of Education.

ANALYSIS OF BOARD REPORTS 1180 through 1193, including 114-B

Board Report Item	DESCRIPTION	TT COSTS	Argument FOR Approval	Argument AGAINST Approval	COC RECOMMENDATION
1180	An agreement to approve a general waiver on behalf of Learning Works Charter School to gain access to the SB 740 program.	no fiscal impact to Measure TT.			Not applicable for the COC. Approved by the Board of Education
1181	Agreement with Red Cross to use PUSD facilities during a major disaster event.	no fiscal impact to Measure TT.			Not applicable for the COC. Approved by the Board of Education
1182	Establishes an advisory committee to review school boundary realignments and disposiiton of school properties.	no fiscal impact to Measure TT.			Not applicable for the COC. Approved by the Board of Education
1183	A committee vote regarding the naming of the Marshall gymnasium.	no fiscal impact to Measure TT.			Not applicable for the COC. Approved by the Board of Education
114-B	This Board report requests funds be used from Measure TT to provide <u>general legal services</u> to the PUSD	\$200,000	None.	This BR proposes an expenditure of \$200,000. It would cover general legal services for the PUSD including administrative and court proceedings and any general legal services requested by the District. It would cover informative newsletters, training opportunities and conferences to help with daily legal concerns. The use of Proposition TT funds to pay such non-project-specific administrative expenses is unlawful. See California Constitution Art. XIII A, sec. 1(b)(3)(A); Education Code sec. 15278(b)(2).	DISAPPROVAL
1184	This request is for <u>additional</u> design and engineering services by PBWS as a result of changes to the Statement of Work by PUSD for the Don Benito Elementary school renovation	\$35,000	Legitimate requests are being made for changes to fencing, railings, acoustical changes, and LED lighting.	The BR states that the \$35,000 is available and budgeted in the Don Benito account. They can not be "budgeted" already if they are additional requested services. A budget is based on a specific work content and this is extra. NO ESTIMATE is given for the actual construction cost, only the design costs.	Approval

ANALYSIS OF BOARD REPORTS 1180 through 1193, including 114-B

Board Report Item	DESCRIPTION	TT COSTS	Argument FOR Approval	Argument AGAINST Approval	COC RECOMMENDATION
1185	This request covers the services of MTGL, Inc. for Soil and Materials Testing and Inspection Services for Blair High School	\$227,369	It is assumed that these services were known and anticipated for Blair and included in the budget proposal for Blair. This BR would then be assumed to be within the current budget and this BR is simply authorizing the work to proceed.. A complete breakdown of anticipated costs was included in the bid.	none.	APPROVAL
1186	This BR renews the contract for Anson Rane as a Project Manager for PUSD. The term of service is from July 1, 2017 through June 30, 2018. The contract is paid on an hourly basis and this is a not-to-exceed amount.	\$150,000	Project Managers are necessary to oversee and control the construction of a school project. This salary is charged to the particular school budget that the Project Manager is working on and is one of the elements included in a project's construction budget.	No argument against renewal of this contract. But, the wording of the contract as to the term of service is incorrect and requires adjustment.	APPROVAL
1187	This BR renews the contract for Kris Zazirski as a Project Manager for PUSD. The term of service is from July 1, 2017 through June 30, 2018. The contract is paid on an hourly basis and this is a not-to-exceed amount. The contract includes additional duties for Website Maintenance at \$750 per month.	\$159,000	Same as BR 1186.	No argument against renewal of this contract.	APPROVAL
1188	This BR renews the contract for Ned K. Construction Service (Ned Khachikian) for Project Manager duties for the PUSD. The term of service is from July 1, 2017 through June 30, 2018. The contract is paid on an hourly basis and this is a not-to-exceed amount.	\$164,320	Same as BR 1186.	No argument against renewal of this contract. The contractual wording does not actually include Mr. Khachikian's name.	APPROVAL

ANALYSIS OF BOARD REPORTS 1180 through 1193, including 114-B

Board Report Item	DESCRIPTION	TT COSTS	Argument FOR Approval	Argument AGAINST Approval	COC RECOMMENDATION
1189	This BR renews the contract for James Vantrung Vu as a Project Manager for PUSD. The term of service is from July 1, 2017 through June 30, 2018. The contract is paid on an hourly basis and this is a not-to-exceed amount.	\$150,000	Same as BR 1186.	No argument against renewal of this contract.	APPROVAL
1190	This BR renews the contract for Richard Kent as a Project Manager for PUSD. The term of service is from July 1, 2017 through June 30, 2018. The contract is paid on an hourly basis and this is a not-to-exceed amount.	\$150,000	Same as BR 1186.	No argument against renewal of this contract.	APPROVAL
1191	This BR renews the contract for George Kwiter as a Project Manager for PUSD. The term of service is from July 1, 2017 through June 30, 2018. The contract is paid on an hourly basis and this is a not-to-exceed amount.	\$150,000	Same as BR 1186.	No argument against renewal of this contract.	APPROVAL
1192	This BR renews the contract for Doald B. Blayney for Project Manager duties for the PUSD. The term of service is from July 1, 2017 through June 30, 2018. The contract is paid on an hourly basis and this is a not-to-exceed amount.	\$164,320	Same as BR 1186.	No argument against renewal of this contract.	APPROVAL
1193	This BR renews the contract for Sarkis (Sam) Maissian as a Project Manager for PUSD. The term of service is from July 1, 2017 through June 30, 2018. The contract is paid on an hourly basis and this is a not-to-exceed amount.	\$150,000	Same as BR 1186.	No argument against renewal of this contract. But, the wording of the contract as to the term of service is incorrect and requires adjustment.	APPROVAL
	Total	\$1,700,009.00	This amount does not include any actual physical construction costs.		

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

Topic: APPROVAL OF PROPOSAL WITH PBWS ARCHITECTS ADDITIONAL SERVICES FOR DON BENITO ES RENOVATION AND ADDITION

RECOMMENDATION: The Board of Education approve PBWS Architect's proposal for additional design and engineering services for the Don Benito ES Renovation and Addition project in the amount not to exceed \$35,000.00.

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

I. BACKGROUND

PBWS Architects is under contract with PUSD for the Don Benito ES Renovation and Addition project (PAA 76-2). PUSD staff has directed PBWS to make revisions and additions to construction documents to provide for security fencing improvements, energy efficiency improvements (LED light fixtures) and inclusion of a library book theft detection system in the project. PBWS has provided a proposal for the additional Architectural and Engineering design services to include these revisions and additions in the construction documents.

II. STAFF ANALYSIS

District staff recommends approving PBWS proposal for the amount not to exceed \$35,000.00 for additional Architectural and Engineering services for the Don Benito ES Renovation and Addition project.

The Facilities Committee vetted this Board Report on May 18, 2017.

Attachment: PBWS Proposal

III. FISCAL IMPACT

Funds in the amount not to exceed \$35,000.00 for additional Architectural and Engineering fees only are available and budgeted for in the MTT- Don Benito Elementary account.

Pasadena Unified School District
Board of Education Agenda: May 25, 2017
Prepared by: Nelson M. Cayabyab, Chief Facilities Officer

Funding code: 21.1-95097.0-00000-85000-6210-0140000

Originator: Nelson Cayabyab, Chief Facilities Officer

March 30, 2017

VIA EMAIL Anson Rane (spo-ranea@pusd.us)

Mr. Anson Rane

Pasadena Unified School District
740 West Woodbury, Pasadena, CA 91103

**RE: Proposal for Additional Services for design revisions per meetings with
PBWS and PUSD.
PUSD Measure TT Improvements, Don Benito Fundamental School
PBWS P/N 09000.00**

Dear Anson:

We understand the District would like PBWS to make SOW Design Revisions to the above-mentioned project based on our meeting we had with you. These revision changes are described below. For this design and construction documents change we propose a fee of **\$ 35,000.**

This proposal includes:

- Revise the site fencing layout and heights.
- Revise the west and south Reading porch enclosure walls to a fence at the west edge and a railing system at the south edge.
- Provide Library revisions consisting of book theft detection system along with interior acoustical changes.
- Revise all aluminum storefront and window systems details to hollow metal.
- Provide LED lighting and circuitry in lieu of current fluorescent lighting.
- Coordination with electrical & structural engineers, revised specifications and additional project management.

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

Sincerely,



PBWS architects
Wade Frazier, RA, CSI, LEED AP
Architect/Partner

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

Topic: APPROVAL OF A CONTRACT WITH MTGL, INC. FOR PROFESSIONAL SERVICES FOR MATERIAL TESTING AND INSPECTIONS SERVICES FOR BLAIR HIGH SCHOOL MODERNIZATION PROJECT

RECOMMENDATION: The Board of Education approves a Contract with MTGL, Inc. for Professional Services for Material Testing and Inspections Services for Blair High School Modernization Project.

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

I. BACKGROUND

As required by the Division of the State Architect, and in compliance with the State Architect's office, special inspections and testing firms are required to be available to the Inspector of Record and test all special materials and conditions during the construction of the project. MTGL has represented the Pasadena Unified School District in this capacity on several projects for the Measure 'TT' Bond and provided satisfactory services as special inspections and testing company in the past.

II. STAFF ANALYSIS

Staff recommends the retention of MTGL, Inc. to provide Construction Phase Professional Services for Material Testing and Inspections Services for the Blair High School Modernization Project for a fixed fee of \$227,369.00 (not to exceed) to be billed incrementally as required services are provided.

The Facilities Committee vetted this Board Report on May 18, 2017.

Attachment: MTGL, Inc. Proposal

III. FISCAL IMPACT

Funds in the amount of \$227,369.00 (not to exceed) are available in the Measure TT account.

**Pasadena Unified School District
Board of Education Agenda: May 25, 2017
Prepared by: Nelson M. Cayabyab, Chief Facilities Officer**

Funding code: 21.0-92100.0-00000-85000-6285-0800000

Originator: Nelson Cayabyab, Chief Facilities Officer



“Providing Value in Quality Control”

Geotechnical Engineering Construction Inspection Materials Testing Environmental

Statement of Qualifications for Soil / Materials Testing



Presented By:
Mr. Steven Koch
Senior Vice President
skoch@mtgline.com
www.mtgline.com
“Providing Value in Quality Control”

(714) 632-2999

2992 East La Palma Ave. Suite A
Anaheim, CA 92806

DBE - MTA –CUCP # 33843 / CPUC 93KS0069
DGS Micro Small Bus. 1758925 MWD169124
DIR REGISTRATION 1000006646



Geotechnical Engineering Construction Inspection Materials Testing Environmental

“Providing Value in Quality Control”

Central Dispatch
(800) 491-2990

Pasadena Unified School District
Attention: Mr. Kris Zazirski

April 28, 2017
P-17-168.R

Office Locations

**RE: PROPOSAL FOR “ON-CALL, AS NEEDED” PROFESSIONAL SERVICES
FOR MATERIALS TESTING AND INSPECTION A 03-113709**

Corporate Branch
Orange County

Blair IB Magnet School Modernization 1201 South Marengo Ave Pasadena

2992 E. La Palma, Suite
A
Anaheim, Ca 92806

MTGL requests a time & material basis contract to be provided hour by hour as scheduled. MTGL reviewed the plans, specifications, and required inspections as defined on the DSA Form 103 for required conformance testing. MTGL understands the project will be to modernize an 85,277 Sq. Ft., three story structure over 590 days.

Tel: 800 491-2990
Fax: 714 632-2974

Branch Offices

Many variables in construction provide difficulty in establishing the anticipated costs for Professional Services which are compensated hourly. MTGL's proposal utilizes **a consistent unit rate for inspection** to provide value, and defined at 1% of the DSA's listed value.

Indio

Los Angeles / Ventura
County

San Bernardino /
Riverside

San Diego / Imperial
Counties

Certifying Agencies

State of California
D.S.A
OSHPD
American Assoc. of
State Highways
Cal Trans
CCRL
Cement & Concrete
Reference Laboratory

Los Angeles
LA County
LA City
MTA

Orange County
Orange County
Environmental
Management Agency

San Diego
San Diego City
San Diego County
SD Water Authority

Inland Empire
City of Riverside
County of Riverside

160 Hours Soil Technician	\$ 82.00 hour	\$ 13,120.00
100 Hours Reinforcing Steel Sampling / CMU Sampling	\$ 82.00 hour	\$ 8,200.00
360 Hours Concrete Reinforcing Steel / CMU Sampling	\$ 82.00 hour	\$ 21,320.00
300 Hours DSA Masonry / Veneer Inspector	\$ 82.00 hour	\$ 24,600.00
500 Hours AWS CWI - Welding Inspector	\$ 82.00 hour	\$ 41,000.00
260 Hours Batch Plant Inspector	\$ 82.00 hour	\$ 21,320.00
700 Hours Fabrication Inspection-Local (100 Mi.)	\$ 82.00 hour	\$ 57,400.00
100 Hours Fireproofing Inspector	\$ 82.00 hour	\$ 8,200.00
60 Hours Ultrasonic Inspection-Local (100 Mi.)	\$ 90.00 hour	\$ 5,400.00
400 Hours Anchor Torque / Pull Testing Technician	\$ 82.00 hour	\$ 32,800.00
12 Each CMU Block Conformance Shrinkage	\$ 75.00 each	\$ 900.00
12 Each CMU Block Moisture Content & Absorption	\$ 45.00 each	\$ 540.00
12 Each CMU Block Conformance Compression	\$ 35.00 each	\$ 420.00
18 Each CMU Grouted Masonry Prisms	\$ 85.00 each	\$ 1,530.00
6 Sets CMU Core Compression & Shear Tests	\$ 105.00 set	\$ 750.00
64 Each Reinforcing Steel Tensile and Bend	\$ 45.00 each	\$ 750.00
10 Hours Masonry Coring	\$ 160.00 hour	\$ 1,600.00
15 Days Jacking Assembly / Ram	\$ 60.00 each	\$ 300.00
20 Each HS Bolt, Nut Washer Tests	\$ 35.00 each	\$ 700.00
6 Hours Reg. Engineer -Laboratory Final Affidavit / DSA 109	\$ 125.00 each	\$ 750.00
21 Each Fireproofing Density Tests	\$ 35.00 each	\$ 735.00
45 Days Nuclear Density Gauge	\$ 70.00 day	\$ 3,150.00
272 Each Concrete / Grout / Shot Crete Compression	\$ 27.00 each	\$ 24,300.00
4 Each Maximum Density D 1557A & 1557C	\$ 190.00 each	\$ 760.00
60 Each Laboratory Sample Pick Up M-F	\$ 40.00 trip	\$ 2,400.00
Total		\$227,369.00

Services are scheduled by the Inspector of Record and invoiced based on verified hours.

Sincerely,

MTGL, Inc.

Steven Koch - Senior Vice President

PROJECT APPROACH

MTGL, Inc. recognizes that each project is different, presenting a unique set of conditions and challenges. Our staff does not approach the same methodology to every project. With each project, our staff develops an implementation plan unique to the specific needs of the project and client. Although we customize our approach to each project, our experience in providing services throughout Southern California identified several approaches that greatly improve the project's quality and efficiency.

UNDERSTANDING THE PROJECT

The first step in any project is to gain a full understanding of the project parameters, needs and specific conditions. Upon notice to proceed, our Project Engineers will work with PUSD or their representative to gain a thorough understanding of the project. Our Engineers and Project Managers will then review all available data. DSA has described this project as Additions to 1-Existing Administration, Library, Student Store.; Alterations to 1-Exist. Classrooms.

TEST AND REPORT DELIVERY TIMELINE

LABORATORY TESTS

MTGL, Inc. strives to provide test results in a timely manner. Laboratory results of concrete compression testing often are the indicators of compliance for stripping of forms. Results will be faxed/e-mailed to the jobsite daily if needed. Should testing reveal a deficiency the Contractor and District will be notified by way of a telephone and e-mail within two hours.

Final laboratory reports for typical tests are provided within seven (7) calendar days. If requested, preliminary verbal results can be provided within one business day. In the event that a sample yields abnormal results or fails a test, we provide verbal notification within 2 hours, with the final written report delivered within 24 to 48 hours. After a failed test, we fast-track reporting of subsequent re-tests and provide a final report within 3 to 4 business days, or sooner per client request. A record of all testing will be kept for the final verified report at the completion of the project by our engineer.

MATERIALS TESTING AND INSPECTION SERVICES

MTGL, Inc. can perform the required special inspection and materials conformance testing necessary for this project. The following is a listing of the Special Inspection and Material Sampling and Testing requirements for this project as obtained from the referenced plans.

CONCRETE (CAST-IN-PLACE ONLY):

1. ALL CONCRETE WORK SHALL CONFORM TO ACI STANDARD 318 FOR REINFORCED CONCRETE AND CBC CHAPTER 19A.
2. DESIGN MIXES SHALL BE PER CBC 1905A.2, ACI 318 5.2, 5.3, 5.4, 3. CONCRETE SHALL BE NORMAL WEIGHT CONCRETE WITH AN ULTIMATE 28-DAY COMPRESSIVE STRENGTH OF AT LEAST 3,000 PSI AND SHALL BE MADE WITH TYPE I OR II CEMENT.
3. AGGREGATES FOR STRUCTURAL LIGHTWEIGHT CONCRETE (WHERE SPECIFIED ON THE PLANS) SHALL COMPLY WITH ASTM C330 TO PROVIDE A DENSITY OF NOT LESS THAN 105 PCF AND NO MORE THAN 115 PCF. THE 28-DAY STRENGTH SHALL BE NOT LESS THAN 3000 PSI.
4. TOLERANCES FOR CONCRETE WORK AND PLACEMENT OF BARS SHALL BE IN ACCORDANCE WITH ACI 117.
5. KEY AND DOWEL POUR JOINTS AS SHOWN ON THE STRUCTURAL DRAWINGS ONLY UNLESS NOTED OTHERWISE.
6. SET SCREEDS TO COMPENSATE FOR FORM AND SUPPORT SETTLEMENT.
7. NO PIPES, DUCTS OR CONDUITS SHALL BE EMBEDDED IN STRUCTURAL MEMBERS EXCEPT AS SHOWN ON THE STRUCTURAL DRAWINGS.
8. THE USE OF SHOTCRETE IS PROHIBITED ON THIS PROJECT. PRIOR WRITTEN APPROVAL FROM DSA IS REQUIRED IF FUTURE USE OF SHOTCRETE IS PROPOSED.

REINFORCEMENT:

1. ALL REINFORCING BARS SHALL CONFORM TO ACI 318 3.5.3 AND ASTM A615 GRADE 60.
2. WELDED WIRE FABRIC SHALL CONFORM TO CBC ACI 318 3.5.3.6 AND ASTM A185.
3. ALL REINFORCING SHALL BE ACCURATELY PLACED AND FIRMLY SUPPORTED AS REQUIRED BY THE ACI STANDARDS. REINFORCING SHALL HAVE THE FOLLOWING MINIMUM COVERAGE AND SHALL BE PLACED AS NEAR TO THE CONCRETE SURFACE AS THESE MINIMUMS WILL PERMIT UNLESS NOTED OR DETAILED OTHERWISE.
CONCRETE POURING AGAINST EARTH...3"
FORMED CONCRETE IN CONTACT WITH EARTH OR WEATHER...2"
SLABS, WALLS, JOISTS..... 3/4"
BEAMS..... 1-1/2"
COLUMNS (TO MAIN STEEL)... 2"
MASONRY 1/2" OR 1- BAR DIAMETER
4. SPLICE BARS AS SHOWN ON STRUCTURAL DRAWINGS ONLY. REFER TO TYPICAL DETAILS FOR MINIMUM LAP LENGTH.
5. BARS INTERRUPTED BY STRUCTURAL STEEL SHALL EXTEND TO WITHIN 1' OF THE STRUCTURAL STEEL FLANGE OR WEB AND HAVE A 90 DEGREE HOOK UNLESS NOTED OTHERWISE.
6. REINFORCING BARS SHALL NOT BE WELDED EXCEPT WHERE SHOWN ON THE DRAWINGS. WHERE REINFORCING BARS ARE INDICATED TO BE WELDED THEY SHALL BE OF WELDABLE MATERIAL ASTM A706, AND WELDED PER AWS D1.4. WELDING RODS SHALL BE LOW HYDROGEN E-90 ELECTRODES.

MASONRY:

1. CONCRETE MASONRY (CMU) SHALL BE MEDIUM-WEIGHT UNITS CONFORMING TO ASTM C-90 GRADE N TYPE I. USE OPEN END BLOCK AT VERTICAL REINFORCING BARS AND BOND BEAM BLOCK AT HORIZONTAL BARS.
2. COMPRESSIVE STRENGTH OF MASONRY (fm) AT 28 DAYS SHALL BE 1500 PSI IN ACCORDANCE WITH CBC SECTION 2105A.2.
3. UNITS SHALL BE LAID IN RUNNING BOND UNLESS NOTED OTHERWISE.
4. ALL CELLS AND SPACES SHALL BE GROUTED SOLID. COMPLY WITH THE REQUIREMENTS OF CBC 2104A.8.
5. ALL BARS SHALL HAVE A CLEAR DISTANCE TO THE MASONRY SURFACE OF ONE BAR DIAMETER OR ONE-HALF INCH, WHICHEVER IS GREATER. EXCEPT WHERE NOTED OR DETAILED OTHERWISE PLACE BARS AS CLOSE TO THE MASONRY SURFACE AS THESE CLEARANCES WILL PERMIT. BOLTS AND EMBEDS SHALL HAVE A MINIMUM OF 1 INCH GROUT COVER ALL AROUND.
6. VERTICAL REINFORCING IN WALLS SHALL BE ON THE WALL CENTER LINE UNLESS NOTED OTHERWISE.
7. COARSE GROUT SHALL BE PER CBC TABLE 2103A.12 AND SHALL HAVE A 2000 PSI MINIMUM 28-DAY STRENGTH.
8. MORTAR SHALL BE TYPE S PER CBC TABLE 2103A.8(1) AND SHALL HAVE A 1800 PSI MINIMUM 28-DAY STRENGTH.
9. REFER TO GENERAL NOTES UNDER "REINFORCING."

STRUCTURAL STEEL:

1. ALL STRUCTURAL STEEL SHALL BE FABRICATED AND ERECTED IN ACCORDANCE WITH THE LATEST EDITION OF THE AISC SPECIFICATIONS AND CHAPTER 22A OF THE CBC.
2. FABRICATOR SHALL BE LICENSED BY THE LOCAL BUILDING DEPARTMENT FOR THE WORK INDICATED.
3. ALL STRUCTURAL STEEL SHALL CONFORM TO ASTM A-36 EXCEPT AS FOLLOWS:
WIDE FLANGE SHAPES.....ASTM A992 (Fy=50 ksi)
PIPE COLUMNS.....ASTM A53 GRADE B
HOLLOW STRUCTURAL SECTIONS (HSS):
SQUARE AND RECTANGULAR.....ASTM A500 (Fy=46 ksi)
ROUND.....ASTM A500 (Fy=42 ksi)
PLATES AND BARS.....ASTM A572 GRADE 50 (Fy=50 ksi)
4. FABRICATOR SHALL VERIFY ALL DIMENSIONS WITH ARCHITECTURAL AND STRUCTURAL DRAWINGS.
5. FABRICATE BEAM ELEMENTS WITH NATURAL CAMBER UP.
6. ALL BOLTS SHALL BE ASTM A325-N HIGH STRENGTH (H.S.) BOLTS INSTALLED AND TESTED IN ACCORDANCE WITH CBC 1704A.3.3. ANCHOR BOLTS INTO CONCRETE OR MASONRY SHALL CONFORM TO ASTM F-1554 GRADE 36 UNO. MACHINE BOLTS (M.B.) WHERE SPECIFIED, SHALL CONFORM TO ASTM A307. BOLTS HOLES SHALL BE NO MORE THAN 1/16 INCH GREATER THAN THE BOLT DIAMETER, EXCEPT BASE PLATE ANCHOR BOLT HOLES MAY BE 3/16" GREATER THAN THE BOLT DIAMETER.
7. WELDING SHALL CONFORM TO THE LATEST EDITION OF AWS D1.1 SPECIFICATIONS AND CBC CHAPTER 22A. WELDING ELECTRODES SHALL BE E-70XX. WELDERS SHALL BE CERTIFIED.
8. WELD SIZES INDICATED ARE MINIMUM REQUIRED FOR STRESS, CHECK WITH AISC SPECIFICATIONS TABLE J2.4 FOR OTHER REQUIREMENTS.
9. ALL STEEL EXPOSED TO WEATHER SHALL BE HOT-DIPPED GALVANIZED PER ASTM A153.
10. ALL BASE PLATES BEARING ON CONCRETE OR MASONRY SHALL BEAR ON MINIMUM 1.5 INCHES OF NON-METALLIC NON-SHRINK GROUT CONFORMING TO ASTM C1107.

SCOPE OF WORK:

1. MINOR STRUCTURAL MODIFICATIONS TO EXISTING 3 STORY BUILDING CONSISTING OF:
a) REMOVAL OF 444 KIPS OF NON-STRUCTURAL PRECAST CONCRETE ELEMENTS
b) INFILLING VARIOUS WALL OPENINGS
c) CONSTRUCTION OF VARIOUS NEW MANDOR OPENINGS
2. MINOR STRUCTURAL MODIFICATIONS TO EXISTING 1 STORY BUILDINGS CONSISTING OF:
a) REMOVAL OF SECTIONS OF CMU WALL FOR DOOR AND WINDOW OPENINGS.
b) A SMALL 200 SF ADDITION.
3. TWO SMALL 1-STORY ADDITIONS SEISMICALLY SEPARATED FROM EXISTING STRUCTURES.



Division of the
State Architect
CALIFORNIA DEPARTMENT OF GENERAL SERVICES

FORM DSA-103 rev 1/12

Statement of Structural Tests
and Special Inspections

2010 CBC

Page 1 of 5

FINAL

INCREMENT # 19-80
DSA File No.: 03113709
Application No.: 03113709
Date Submitted: Revised:

School Name	BLAIR HS MODERNIZATION PROJECT	District	PASADENA UNIFIED SCHOOL DISTRICT
INSTRUCTIONS: Click a plus sign (+) before any category or subcategory to reveal additional tests and special inspections. An "X" before a listed test or inspection indicates it is a mandatory requirement. A shaded box indicates a test or special inspection that may be required, depending on the scope of the construction and other issues. A shaded box can be clicked indicating your selection of that test. Note: A minus (-) on a category or subcategory heading indicates that it can be collapsed. However, any selections you may have made will be cleared. Click on the "COMPILE" button to show only the tests finally selected. For more information on use of this form, see DSA-103.INSTR.			

Note: All references to the California Building Code (CBC) are to the 2010 edition.

TEST OR SPECIAL INSPECTION		TYPE		PERFORMED BY		CODE REFERENCE AND NOTES	
REQUIRED							
SOILS							
1. GENERAL:							
X	a. Verify that: <ul style="list-style-type: none">• site has been prepared properly prior to placement of controlled fill and/or excavations for foundations,• foundation excavations are extended to proper depth and have reached proper material, and• materials below footings are adequate to achieve the design bearing capacity.	Periodic	GE*	* By geotechnical engineer or his or her qualified representative.			
2. COMPACTED FILLS:							
X	b. Verify use of proper materials and inspect lift thicknesses, placement, and compaction during placement of fill.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.			
X	c. Test compaction of fill.	Test	Lab*	* Under the supervision of the geotechnical engineer.			
4. CAST-IN-PLACE DEEP FOUNDATIONS (PIERS):							
X	a. Inspect drilling operations and maintain complete and accurate records for each pier.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.			
X	b. Verify locations of piers.	Continuous	PI				
X	c. Confirm pier diameters, plumbness, bell diameters (if applicable), lengths, and embedment into bedrock (if applicable). Record concrete or grout volumes.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.			
X	e. Concrete piers.	Provide tests and inspections per CONCRETE section below.					
CONCRETE							
7. CAST IN PLACE CONCRETE							
Material Verification and Testing:							
X	a. Verify use of required design mix.	Periodic	SI & PI*	* To be performed by batch-plant special inspector and project inspector.			

* In the CODE REFERENCE AND NOTES column indicates DSA-SS/ICC sections that can be used by community colleges, per 2010 CBC Sec. 1.9.2.2.



Division of the
State Architect
CALIFORNIA DEPARTMENT OF GENERAL SERVICES

FORM **DSA-103** REV 1/12

Statement of Structural Tests and Special Inspections

2010 CBC

INCREMENT #

DSA File No.:

Application No.:

Date Submitted:

Revised:

Revised:

<input checked="" type="checkbox"/>	b. Test reinforcing steel.	Test	Lab	1916A.2 (1916.1.5*), ASTM A370. See IR 17-10
<input checked="" type="checkbox"/>	c. Perform slump, temperature, and (where required) air content tests.	Test	Lab	ASTM C172, ASTM C31.
<input checked="" type="checkbox"/>	d. Test concrete (compression).	Test	Lab	1905A.6 (1905.6*), ASTM C39.
Inspection:				
<input checked="" type="checkbox"/>	e. Inspect batching of concrete.	Continuous	SI	1704A.4.2; (see 1704A.4.3, option 2 for waiver based on design parameters).
<input checked="" type="checkbox"/>	f. Inspect placement of formwork, reinforcing steel, embedded items and concrete. Inspect curing and form removal.	Continuous	PI*	* May be performed by a special inspector when specifically approved by DSA.
<input checked="" type="checkbox"/>	g. Welding of reinforcing steel.	Provide special inspection per STEEL, category 19.1(d) & (e) and/or 19.2(g) & (h) below.		
11. POST-INSTALLED ANCHORS:				
<input checked="" type="checkbox"/>	a. Inspect installation of post-installed anchors	Continuous	PI	Table 1704A.4
<input checked="" type="checkbox"/>	b. Test post-installed anchors.	Test	Lab	1916A.7 (1916.1.11*).
MASONRY				
13. STRUCTURAL MASONRY:				
Material Verification and testing:				
<input checked="" type="checkbox"/>	a. Test reinforcing steel.	Test	Lab	2103A.13 (2103.13*), ASTM A370.
<input checked="" type="checkbox"/>	b. Test masonry units, mortar and grout (unit strength method).	Test	Lab	1708A.1.4 and 2105A.2.2.1 (or 1708A.1.4, 2105.2.2.1* and 2114.9.1*), ASTM C140, C1586 & C1019.
<input checked="" type="checkbox"/>	c. Test masonry prisms (prism test method).	Test	Lab	2105A.2.2.2 (2105.2.2.2* and 2114.9.2*), ASTM C1314.
<input checked="" type="checkbox"/>	d. Verify proportions of site-prepared, premixed or preblended mortar and grout.	Periodic	SI	ASTM C780.
<input checked="" type="checkbox"/>	e. Test core-drilled samples.	Test	Lab	2105A.4 (2114.9.3*),
Inspection:				
<input checked="" type="checkbox"/>	f. Inspect preparation of prisms.	Continuous	SI	ASTM C1314.
<input checked="" type="checkbox"/>	g. Verify size, location and condition of all dowels, construction supporting masonry, etc.	Periodic	SI	
<input checked="" type="checkbox"/>	h. Verify specified size, grade, and type of reinforcement.	Periodic	SI	
<input checked="" type="checkbox"/>	i. Inspect placement of reinforcement, connectors, masonry units and construction of mortar joints.	Periodic	SI	
<input checked="" type="checkbox"/>	k. Verify protection of masonry during cold weather (temperature below 40° F) or hot weather (temperature above 90° F).	Periodic	SI	2104A.3 and 2104A.4 (2104.3* and 2104.4*).
<input checked="" type="checkbox"/>	l. Inspect type, size, and location of anchors and all other items to be embedded in masonry including other details of anchorage of masonry to structural members, frames and other construction.	Continuous	SI	
<input checked="" type="checkbox"/>	m. Inspect grout space prior to grouting and placement of grout.	Continuous	SI	
15. POST-INSTALLED ANCHORS IN MASONRY:				
<input checked="" type="checkbox"/>	a. Inspect installation of post-installed anchors	Continuous	PI	Table 1704A.5.3
<input checked="" type="checkbox"/>	b. Test post-installed anchors.	Test	Lab	1916A.7 (1916.1.11*), ASTM E488.
STEEL				
Table 1704A.3				

DSA-103
(rev 03-19-12)

+ In the CODE REFERENCE AND NOTES column indicates DSA-SS/CC sections that can be used by community colleges, per 2010 CBC Sec. 1.9.2.2.



Division of the
State Architect
CALIFORNIA DEPARTMENT OF GENERAL SERVICES

FORM **DSA-103** rev 1/12

**Statement of Structural Tests
and Special Inspections**
2010 CBC

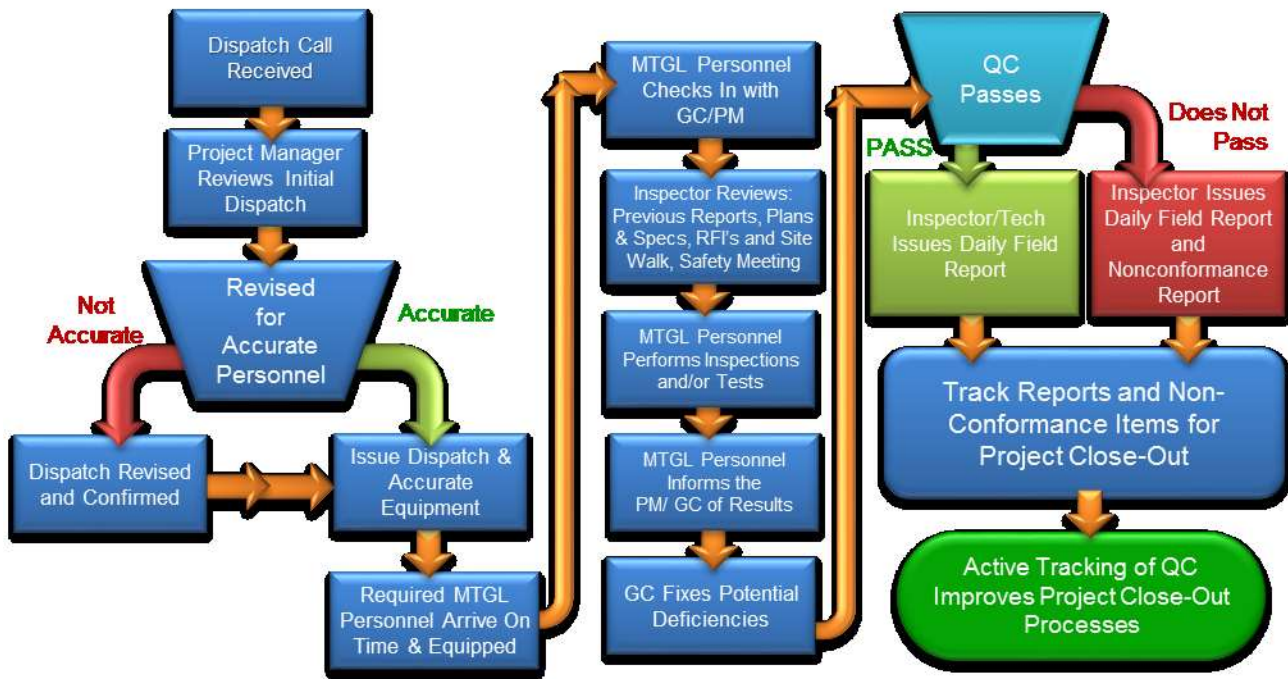
INCREMENT # _____ DSA File No.: **19-80**
Application No.: **03-113709**
Date Submitted: _____ Revised: _____
Revised: _____

- 17. STRUCTURAL STEEL AND COLD-FORMED STEEL USED FOR STRUCTURAL PURPOSES			
Material Verification:			
X	a. Verify that all materials are appropriately marked and that: • Mill certificates indicate material properties that comply with requirements, • Material sizes, types and grades comply with requirements.	Periodic	*
X	b. Test unidentified materials	Test	Lab
Inspection:			
X	d. Verify member locations, bracing and all details constructed in the field.	Continuous	PI
X	e. Verify stiffener locations, connection lap locations and all construction details fabricated in the shop.	Periodic	SI
- 18. HIGH STRENGTH BOLTS:			
Material Verification of High-Strength Bolts, Nuts, and Washers:			
X	a. Verify identification markings and manufacturer's certificates of compliance conform to ASTM standards specified in the DSA approved documents.	Periodic	SI
X	b. Test high-strength bolts, nuts and washers.	Test	Lab
Inspection of High-Strength Bolt Installation:			
X	d. Slip-critical connections.	*	SI
- 19. WELDING:			
Verification of Materials, Equipment, Welders, etc:			
X	a. Verify weld filler material identification markings per AWS designation listed on the DSA approved documents and the WPS.	Periodic	SI
X	b. Verify weld filler material manufacturer's certificate of compliance.	Periodic	SI
X	c. Verify WPS, welder qualifications and equipment.	Periodic	SI
- 19.1 SHOP WELDING:			
X	a. Inspect groove, multi-pass, and fillet welds > 5/16"	Continuous	SI
X	b. Inspect single-pass fillet welds ≤ 5/16"	Periodic	SI
X	c. Inspect welding of stairs and railing systems.	Periodic	SI
- 19.2 FIELD WELDING:			
X	a. Inspect groove, multi-pass, and fillet welds > 5/16"	Continuous	SI
X	b. Inspect single-pass fillet welds ≤ 5/16"	Periodic	SI
X	c. Inspect end-welded studs (ASTM A-108) installation (including bend test)	Periodic	SI
X	d. Inspect floor and roof deck welds	Periodic	SI
X	e. Inspect welding of structural cold-formed steel	Periodic	SI*
X	f. Inspect welding of stairs and railing systems	Periodic	SI*

DSA-103 (rev 03-19-12) + In the CODE REFERENCE AND NOTES column indicates DSA-SS/ICC sections that can be used by community colleges, per 2010 CBC Sec. 1.9.2.2.

2010 CBC			
X	g. Verification of reinforcing steel weldability	Periodic	SI
X	h. Inspect welding of reinforcing steel.	Continuous	SI
- 20. NONDESTRUCTIVE TESTING:			
X	a. Ultrasonic	Test	Lab
X	b. Magnetic Particle	Test	Lab
+ WOOD			
+ OTHER			
Section 1704A.15			

FIELD SERVICES



CONCRETE CONSTRUCTION

Concrete construction services can include, but are not limited to, mix design review, reinforcing bar placement inspection and verification, batch plant inspection, observations during concrete placement, and field sampling/testing of concrete to include verification that the proper mix is being utilized, concrete slump, temperature, air entrainment, unit weight, and fabrication of concrete cylinders for compression testing. Appropriately certified (ICC and/or ACI) technicians will conduct the indicated services. Daily inspection reports will be provided to the authorized PUSD representatives.

Laboratory concrete construction testing services can include tagging and sampling of reinforcing steel at the production plant and reinforcement bar testing for tensile and bend, as well as compression testing of test cylinders. Laboratory test reports will be issued as discussed further in this report.

MASONRY CONSTRUCTION

The certified masonry special inspector services will consist of verification of materials to include reinforcement, concrete masonry units, mortar and grout. Following their verification they will observe the contractor during placement of reinforcement, placement of concrete masonry units, to include observation of motored bed and head joints, and grout placement. During grout placement our inspector will verify pour heights, check for proper clearances and check for proper consolidation during vibrating operations. In addition to their observations and verifications, material sampling will be performed on mortar, grout and concrete masonry unit (CMU) prisms to verify compressive strength per project specifications. Daily inspection reports will be provided to the authorized PUSD representatives. Laboratory test reports will be issued as discussed further in this report.

STRUCTURAL STEEL CONSTRUCTION

An American Welding Society (AWS)-certified CWI inspector will review plans, specifications, and approved shop drawings as part of the structural steel construction inspection services. The inspector will review applicable sections of referenced codes, particularly the American Welding Society Structural Welding Code (AWS D1.1) and the Manual and Specifications of the American Institute of Steel Construction (AISC). The inspector will review welding procedures qualifications when other than standard AWS pre-qualified joints and procedures are involved. The inspector will check each welder's certification and verify that the welder does work only as covered by their certification. The inspector will keep a written record of each welder by name. The inspector will inspect joints for proper preparation, including bevel, root faces, root opening, etc. The inspector will observe multi-pass welds continuously. Daily inspection reports will be provided to the authorized PUSD representatives.

Fabrication inspection often is required out of the county. MTGL, Inc. has three offices in Southern California and will service the request with our closest local office to offer the most cost effective approach to the district. MTGL, Inc.'s AWS-certified inspectors will review mill test reports and check heat numbers with material as received. The inspector will verify that proper identification of steel is maintained during fabrication. Sometimes Steel Fabrication are needed out of State. MTGL, Inc. has effectively provided inspections in Arizona, Utah, Iowa, Texas, and Minnesota. Final verified reports will be created and kept on file at the completion of each stage for a timely affidavit for project closeout and certification.

TORQUE TESTING AND PULL TESTING

MTGL, Inc. can perform Torque Testing and Pull Testing for epoxied/embedded anchorages as requested or required by the project documents/representatives. The request for such services will be scheduled by your on-site representative. Our dispatch department will assure we have the proper values for tension and the size and location of the bolts. Daily inspection reports with the results of the testing will be provided to the authorized PUSD representatives.

FIELD REPORTING

A daily report will be issued at the completion of the day with verified service hours signed by the DSA Project Inspector. The District's Project Manager, Architect, Structural Engineer, and General Contractor's Project Manager will be sent the reports, as appropriate.

PROJECT CLOSE OUT AND CERTIFICATION

MTGL, Inc. is very aware of the requirements for project certification and close out. Our role during construction will incorporate daily review of the technicians and inspection activities to define areas that may need to be re-tested. In some cases, an RFI is issued to the architect for approval. Our corporate policy is to work with the associated sub-contractor to correct the failing areas rapidly as to not interfere with the critical path of construction. In the event the item is not cleared up by means of a re-test or an RFI within the first 72 hours, a deficiency log will be created and will circulate with each week's reports until resolved.

MTGL's staff is looking forward to working with you on this project. Please contact me at (714) 632-2999 or via email skoch@mtgling.com during the review process.

Sincerely,



Steven Koch - Senior Vice President

TESTING SERVICES ACCEPTED		INSPECTION SERVICES ACCEPTED
Earthwork/Lab	Earthwork/Field	Earthwork
<input checked="" type="checkbox"/> Soil	<input checked="" type="checkbox"/> Soil Compaction	<input checked="" type="checkbox"/> Fill Placement
<input checked="" type="checkbox"/> Aggregate		<input checked="" type="checkbox"/> Foundation
<input checked="" type="checkbox"/> Asphalt Concrete		<input checked="" type="checkbox"/> Caissons/Piles
Reinforcing Steel		Reinforcing Steel
<input checked="" type="checkbox"/> Re-Bar Tension and Bend		<input checked="" type="checkbox"/> Welding
<input checked="" type="checkbox"/> Multi-Wire Strand		
<input type="checkbox"/> Chemical Analysis		Concrete
		<input checked="" type="checkbox"/> Batch Plant
Concrete		<input checked="" type="checkbox"/> Re-Bar and Concrete Sampling
<input checked="" type="checkbox"/> Making / Curing Specimens		<input type="checkbox"/> Pre-Stressed Concrete
<input checked="" type="checkbox"/> Drilled Cores / Beams		<input type="checkbox"/> Shotcrete
<input checked="" type="checkbox"/> Compressive Strength		<input type="checkbox"/> Fiber Reinforced Concrete
<input checked="" type="checkbox"/> Length Change		<input type="checkbox"/> Epoxy Injection
<input checked="" type="checkbox"/> Flexural Strength		<input type="checkbox"/> Reinforced Gypsum
<input checked="" type="checkbox"/> Lightweight Concrete		<input checked="" type="checkbox"/> Post Installed Anchors
<input checked="" type="checkbox"/> Mix Design Review		
<input checked="" type="checkbox"/> Splitting Tensile		Masonry
Post Installed Anchors		<input checked="" type="checkbox"/> Batch Plant
<input checked="" type="checkbox"/> Torque	<input checked="" type="checkbox"/> Proof Load	<input checked="" type="checkbox"/> Masonry Placement
		<input checked="" type="checkbox"/> Post Installed Anchors
Masonry		Structural Metals
<input checked="" type="checkbox"/> Making / Curing Specimens		<input checked="" type="checkbox"/> Welding
<input checked="" type="checkbox"/> Grout Compressive Strength		<input checked="" type="checkbox"/> High Strength Bolting
<input checked="" type="checkbox"/> Prism Compressive Strength		<input type="checkbox"/> Spray-Applied Fireproofing
<input checked="" type="checkbox"/> Unit Compr. Strength	<input checked="" type="checkbox"/> Absorption	
<input checked="" type="checkbox"/> Dimensions	<input checked="" type="checkbox"/> Masonry Shear	
<input checked="" type="checkbox"/> Drying Shrinkage		
		Other Inspection Services:
Metals/Lab	Metals/Field-N.D.T	
Structural Steel	<input checked="" type="checkbox"/> Liquid Penetrant	
<input checked="" type="checkbox"/> Tension	<input checked="" type="checkbox"/> Magnetic Particle	
<input checked="" type="checkbox"/> Bend	<input checked="" type="checkbox"/> Ultrasonic	
<input checked="" type="checkbox"/> Density of SFRM		
High Strength Bolt	<input type="checkbox"/> Radiographic	
<input checked="" type="checkbox"/> Tension		Other Tests:
<input checked="" type="checkbox"/> Hardness		
<input type="checkbox"/> Charpy V - Notch		
Roofing		
<input checked="" type="checkbox"/> Tiles	<input type="checkbox"/> Built-Up	

Approved by:  Date: June 20, 2016

Division of the State Architect LEA Acceptance for MTGL, Inc., LEA# 198 is effective until
April 9, 2020.

Certifications:

MTGL, Inc. is fully certified by numerous agencies to provide Geotechnical Investigations, Special Inspection and Materials Testing. Our testing laboratories are fully certified and can provide virtually any tests required.

Our certifications include:

- AASHTO
- CCRL
- Caltrans
- Division of State Architect
- County of Los Angeles
- City of Los Angeles
- City of San Diego
- US Army Corps of Engineers



MTGL Inc - #1758925

SUPPLIER PROFILE			
Legal Business Name	MTGL Inc		
Doing Business As	MTGL Inc		
Address	2992 E. La Palma, Suite A ANAHEIM, CA 92806	Phone	(714) 632-2999
		FAX	(714) 632-2974
Email	skoch@mtglinc.com		
Web Page	http://www.mtglinc.com		
Business Types	Service		
Service Areas	Alpine, Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego, Ventura,		
Keywords	comprehensive geotechnical and materials engineering services specializing in the following areas: Geotechnical Engineering, Construction Inspection/ Testing, Materials Engineering/ Construction Consulting, Pavement Consulting, Non-destructive Examination		
Classifications	811015 - Civil engineering		

Active Certifications

TYPE	STATUS	FROM	TO
SB (Micro)	Approved	Nov 11, 2013	Nov 30, 2017

Certification History

TYPE	STATUS	FROM	TO
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American Association of State Highway and Transportation Officials AASHTO Accreditation Program Certificate of Accreditation

This is to signify that

MTGL, Inc.
in
Anaheim, California







has demonstrated proficiency for the testing of construction materials and
has conformed to the minimum requirements established in AASHTO R 18 and
ISO/IEC 17025. AASHTO R 18 requirements have been set forth by the
AASHTO Highway Subcommittee on Materials (HSOM).





The scope of accreditation can be viewed on the
AAP Directory of Accredited Laboratories on www.aaml.net.


Bud Wright, Executive Director
AASHTO
THE VOICE OF TRANSPORTATION


Moe Jamshidi, AASHTO HSOM Chair
AASHTO R18











AASHTO R18 Accredited since 1/10/2011

MTGL, Inc.

2992 East La Palma Ave, Suite A, Anaheim, CA 92806



Quality Systems - accredited since 1/10/2011
R18, C1077 (Aggregate & Concrete), C1093 (Masonry), D3666 (Aggregate & Hot Mix Asphalt), D3666, D3740 (Soil), E329 (Aggregate, Hot Mix Asphalt, Concrete & Soil)

Hot Mix Asphalt - accredited since 10/22/2003
R47, T30, T164, T166, T209, T245, T246, T247, T269, T275, T283, T308, T312, T324, T329, D1188, D1560 (Stability), D1561, D2041, D2172, D2726, D2950, D3203, D4867, D5444, D6307, D6925, D6926, D6927

Soil - accredited since 10/22/2003
R58, T89, T90, T99, T176, T180, T190, T265, T310, D421, D698, D1140, D1557, D2216, D2419, D2844, D4318, D6938

Aggregate - accredited since 2/15/2001
T2, T11, T19, T21, T27, T84, T85, T176, T210, T248, T255, T304, T335, C29, C40, C117, C127, C128, C136, C566, C702, C1252, D75, D2419, D3744, D4791, D5821

Portland Cement Concrete - accredited since 11/20/2003
M201, R39, R60, T22, T23, T97, T119, T121, T152, T196, T231, T309, C31, C39, C78, C138, C143, C172, C173, C192, C231, C511, C617, C1064, C1231

Masonry - accredited since 5/1/2005
M201 / C511 (Moist Cabinets, Moist Rooms, and Water Storage Tanks Used in the testing of Hydraulic Cements and Concretes)
C140 (CMU: Absorption, Compressive Strength, Measurement, Sampling), C1019 (Sampling and Testing Grout)
C1552 (Capping Concrete Masonry Units, Related Units and Masonry Prisms for Compression Testing)

Metals - accredited since 10/10/2008
M31-T244 / A615-A370 (Carbon-Steel Bars, Deformed and Plain: Tensile Strength), M31-T285 / A615-E290 (Carbon-Steel Bars, Deformed and Plain: Bend Test) M322-T244 / A996-A370 (Rail Steel and Axle Steel: Tensile Strength), M322-T285 / A996-E290 (Rail Steel and Axle Steel: Bend Test)
A325 (High Strength Bolts: Rotational Capacity) A706-A370 (Low Alloy Steel Bars, Deformed and Plain: Tensile Test), A706-E290 (Low Alloy Steel Bars, Deformed and Plain: Bend Test)

Certifications Continued:



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

CALIFORNIA UNIFIED CERTIFICATION PROGRAM



October 16, 2012

CUCP #33843
Metro File # 1199

Marianne Sierra
MTGL Inc.
2992 E. La Palma Ave. Suite A
Anaheim, CA 92806

RE: Disadvantaged Business Enterprise Certification

Dear Ms. Sierra:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended. This certification will be recognized by all of the U.S. DOT recipients in California. Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific areas of expertise that you have identified on the NAICS codes form of the application package:

<u>NAICS (2007)</u>	<u>Description</u>	<u>Size Standard</u>
541380	Testing Laboratories	\$14 million
541620	Environmental Consulting Services	\$14 million

Your DBE certification applies only for the above codes. You may review your firm's information in the CUCP DBE database which can be accessed at the CUCP website at www.californiaucp.org. Any additions and revisions must be submitted to Metro for review and approval.

In order to assure continuing DBE status, you must submit annually a No Change Declaration form (which will be sent to you) with supporting documentation. Based on your annual submission that no change in ownership and control has occurred, or if changes have occurred, they do not affect your firm's DBE standing, the DBE certification of your firm will continue until or unless it is removed by our agency.

Also, should any changes occur that could affect your certification status prior to receipt of the DBE Declaration, such as changes in your firm's name, business/mailling address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records and documents by Metro.

Congratulations, and thank you for your interest in the DBE program. I wish you every business success and should you have any questions, please contact us at [213-922-2600](tel:213-922-2600). For information on Metro contracting opportunities, please visit our website at www.metro.net.

Sincerely,

Shirley Wong
Certification Representative
Diversity & Economic Opportunity Department

C:\Documents and Settings\jervin\My Documents\M - MTA Files\CERTIFICATION\Cert-Stud\Shirley Wong\M Files\MTGL Inc. DBE.doc

10/16/12

Small Business Certification Unit
One Gateway Plaza, Mail Stop 99-8-4, Los Angeles, CA 90013-2952
Ph: 213-922-2600 Fax: 213-922-7660





Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

October 16, 2012

Metro File # 1199

Marianne Sierra
MTGL Inc.
2992 E. La Palma Ave, Suite A
Anaheim, CA 92806

Re: Small Business Enterprise Certification

Dear Ms. Sierra:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Small Business Enterprise (SBE) as required under the Metro SBE Program. Your firm will be listed in the Metro SBE database of certified SBEs under the following specific areas of expertise:

<u>NAICS (2007)</u>	<u>Description</u>	<u>Size Standard</u>
541380	Testing Laboratories	\$14 million
541620	Environmental Consulting Services	\$14 million

Your SBE certification is good for five years from the date of this letter and applies only for the above NAICS 2007 codes. Requests for additional or revised NAICS 2007 codes must be made in writing to Metro. After the five-year certification period, your entire file will be reviewed in order to ascertain continued SBE certification status. You will be notified of the pending SBE status review and any documentation updates necessary prior to the expiration date.

Should any changes occur that could affect your certification status, such as changes in your firm's name, business/mailling address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately. SBE certification is subject to review at any time.

Metro reserves the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading, or incorrect information. Metro also reserves the right to request additional information and/or conduct on-site visits at any time during the certification period. The firm thereby consents to the examination of its books, records, and documents by the Metro.

Congratulations, and thank you for your interest in Metro's SBE Program. I wish you every business success and should you have any questions, please contact us at [213-922-2600](tel:213-922-2600). For information on Metro contracting opportunities, please visit our website at www.metro.net.

Sincerely,

Shirley Wong
Certification Representative
Diversity & Economic Opportunity Department





“Providing Value in Quality Control”



Geotechnical, Materials Testing and Special Inspection Services
for: MTGL, Inc.

Presented by Steven Koch



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

Topic: APPROVAL OF RENEWAL OF THE CONSULTING AGREEMENT WITH ANSON RANE FOR PROJECT MANAGER SERVICES (ARCHITECTURE) FOR THE 2017-2018 FISCAL YEAR.

Recommendation: The Board of Education Approve the Consulting Contract with Anson Rane, for Project Manager Services (Architecture) for the 2017-2018 FY.

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

I. BACKGROUND

Prior to the reduction in Measure TT Staffing, the need for additional Project Managers was discussed. On July 30, 2013, due to the number of staff and the number of large construction projects awarded (over \$120 million), the Board of Education approved of staff adding a consultant for project management.

II. STAFF ANALYSIS/DISCUSSION

Anson Rane was identified as a top candidate that met the qualifications for the Project Manager with background emphasis in Architecture. District Staff recommends that the Board approve the Consulting Contract with Anson Rane, for Project Manager Services for the 2017-2018 Fiscal Year.

The Facilities Committee vetted this Board Report on May 18, 2017.

Attachments: Consulting Agreement for Anson Rane

III. FISCAL IMPACT

The contractual services are estimated to cost approximately \$150,000.00 (not-to-exceed) at a set rate of \$74.00 per hour for the term commencing July 1, 2017 through June 30, 2018. These funds are available in the Measure TT account.

**Pasadena Unified School District
Board of Education Agenda: May 25, 2017
Prepared by: Nelson Cayabyab, Chief Facilities Officer**

Funding code: 21.1-95000.0-00000-85000-6265-000710

Originator: Nelson Cayabyab, Chief Facilities Officer

**PROJECT MANAGER
CONSULTANT SERVICES AGREEMENT**

This AGREEMENT is made and entered into this 1st day of July in the year 2017 between PASADENA UNIFIED SCHOOL DISTRICT, (“DISTRICT”), and **Anson Rane**, an individual, (“CONSULTANT”). The DISTRICT and the CONSULTANT are sometimes referred to herein as a “PARTY” and collectively as the “PARTIES.”

WHEREAS, the DISTRICT requires specialized services as an PROJECT MANAGER for Facilities Master Plan projects for (“PROJECT”); and

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

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

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

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

NOW, THEREFORE, the PARTIES hereto agree as follows:

**ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT**

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

2. **PERIOD OF PERFORMANCE.** This AGREEMENT shall commence on July 1, 2016 and shall terminate on June 30, 2017, unless extended for an additional twelve month term based on a satisfactory evaluation of the first three months of service (“Period of Performance”). CONSULTANT shall complete all SERVICES for the PROJECT within the Period of Performance.

3. **COMPENSATION TO CONSULTANT.** DISTRICT agrees to pay CONSULTANT for the SERVICES in accordance with the rates set forth at the rate of \$74.00 per hour. No reimbursement will be made for any expenses above this Total Compensation amount. For the term commencing July 1, 2017 through June 30, 2018 the estimated costs is \$150,000.00(not to exceed). Invoices shall be submitted on a bi-monthly basis and submitted in a form acceptable to the DISTRICT. Invoices shall include a breakdown of activities by date, time spent for each task,

identification of the individual performing the service, and a description of the service provided during that time period.

ARTICLE II

CONSULTANT'S SERVICES AND RESPONSIBILITIES

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

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

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

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

ARTICLE III

TERMINATION

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

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

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

until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services.

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

ARTICLE IV

CONSULTANT'S DRAWINGS, SPECIFICATIONS, AND REPORTS

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

ARTICLE V

ACCOUNTING RECORDS OF THE CONSULTANT

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

ARTICLE VI

ADDITIONAL CONSULTANT SERVICES

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

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

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

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

INDEMNITY AND INSURANCE

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

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

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

c. Not Used

d. Not Used

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

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

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

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

c. NOT USED

d. NOT USED

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

ARTICLE VII MISCELLANEOUS

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

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

TO THE DISTRICT:

PASADENA UNIFIED SCHOOL DISTRICT
740 W. Woodbury Road
Pasadena, CA 91103
Phone: (626) 396-5850 x 89199
Attention: Nelson Cayabyab, Chief Facilities Officer

TO CONSULTANT:

Anson Rane
5850 Irvine Ave.
North Hollywood, CA 91601
Phone: (949) 836-7811

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

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

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

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

7. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

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

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

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

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

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

in this AGREEMENT to a Section, unless specified otherwise, shall be a reference to a Section of this AGREEMENT.

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

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

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

CONSULTANT:

DISTRICT:

Pasadena Unified School District

By: _____
Anson Rane

By: _____
Nelson Cayabyab
Chief Facilities Officer

Attachment A

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

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

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

Topic: APPROVAL OF THE RENEWAL OF THE CONSULTING AGREEMENT WITH KRZYSZTOF J. ZAZIRSKI DBA T24 CONSULTING, INC FOR PROJECT MANAGER SERVICES FOR THE 2017-2018 FISCAL YEAR.

RECOMMENDATION: The Board of Education Approve the Renewal of the Consulting Contract with Krzysztof J. Zazirski dba T24 Consulting, Inc. for Project Manager Services (Technology/Mechanical Engineering Processes) and for the 2017-2018 Fiscal Year

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

I. BACKGROUND

The Facilities Organization was approved by the Board January 13, 2009 and revised March 2011 to include Project Managers to assist on all district-wide projects. Since April 2, 2012, Kris Zazirski, dba T24 Consulting, Inc., has been serving as a Project Manager. During this period, services have been provided for Altadena, Blair, Muir and other projects. Many projects under Measure TT have and continue to benefit from his skills and knowledge of school construction.

II. STAFF ANALYSIS

At the February 28, 2012 Facilities Committee approved a revised staffing plan, which reflected adding additional Project Managers in lieu of filling the vacant Owners Representative position. This revised plan reduced the management costs for Measure TT projects. Mr. Kris Zazirski, dba T24 Consulting, Inc., was identified as one of the top candidates that met the qualifications for the Project Manager. T24 Consulting, Inc. has done an excellent job representing the District the past 12 months. District Staff recommends that the Board approve the renewal of T24 Consulting, Inc.'s contract for Project Management Services for one year for the 2017-2018 Fiscal Year.

The Facilities Committee vetted this Board Report on May 18, 2017.

Attachment: Consulting Agreement – T24 Consulting, Inc.

III. FISCAL IMPACT

The contractual services are set at not-to-exceed \$159,000.00 for the fiscal year. This amount includes \$150,000.00 (not-to-exceed) at a set rate of \$74.00 per hour for Project Management Services for the term commencing July 1, 2017 through June 30, 2018, and \$750.00 per month for Website Maintenance. These funds are available in the Measure TT account.

Pasadena Unified School District
Board of Education Agenda: May 25, 2017
Prepared by: Nelson M. Cayabyab, Chief Facilities Officer

Funding Code: 21.1-95000.0-00000-85000-6265-000710

Originator: Nelson Cayabyab, Chief Facilities Officer

DRAFT

**PROJECT MANAGER
CONSULTANT SERVICES AGREEMENT**

This AGREEMENT is made and entered into this 1st day of July in the year 2017 between PASADENA UNIFIED SCHOOL DISTRICT, (“DISTRICT”), and Krzysztof J. Zazirski dba **T24 Consulting, Inc**, an individual, (“CONSULTANT”). The DISTRICT and the CONSULTANT are sometimes referred to herein as a “PARTY” and collectively as the “PARTIES.”

WHEREAS, the DISTRICT requires specialized services as an PROJECT MANAGER for Facilities Master Plan projects for (“PROJECT”); and

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

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

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

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

NOW, THEREFORE, the PARTIES hereto agree as follows:

**ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT**

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

2. PERIOD OF PERFORMANCE. This AGREEMENT shall commence on July 1, 2017 and shall terminate on June 30, 2018 unless extended for an additional twelve month term based on a satisfactory evaluation of the first three months of service (“Period of Performance”). CONSULTANT shall complete all SERVICES for the PROJECT within the Period of Performance.

3. COMPENSATION TO CONSULTANT. DISTRICT agrees to pay CONSULTANT for the SERVICES in accordance with the rates set forth at the rate of \$74.00

per hour. No reimbursement will be made for any expenses above this Total Compensation amount. For the term commencing July 1, 2017 through June 30, 2018 the estimated costs is \$150,000 (not to exceed). Invoices shall be submitted on a bi-monthly basis and submitted in a form acceptable to the DISTRICT. Invoices shall include a breakdown of activities by date, time spent for each task, identification of the individual performing the service, and a description of the service provided during that time period.

In addition, District agrees to pay Consultant \$750.00 per month (not to exceed) for Website Maintenance. Total cost for the term commencing July 1, 2017 through June 30, 2018 is \$9,000.00 (not to exceed). Website maintenance to include but not limited to: maintaining and updating existing pages as directed using the existing design, HTML updates, post images, files, videos and PDFs as provided by the District, add new web pages using the existing design, quarterly report of traffic to site, design modifications or minor adjustments and perform regular backups.

ARTICLE II

CONSULTANT'S SERVICES AND RESPONSIBILITIES

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

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

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

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

ARTICLE III

TERMINATION

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

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

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

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

ARTICLE IV

CONSULTANT'S DRAWINGS, SPECIFICATIONS, AND REPORTS

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

ARTICLE V

ACCOUNTING RECORDS OF THE CONSULTANT

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

ARTICLE VI

ADDITIONAL CONSULTANT SERVICES

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

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

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

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

ARTICLE VII

INDEMNITY AND INSURANCE

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

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

b. General Liability: Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with

any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, upon or in connection with the PROJECT, except for liability resulting from the negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT, and

c. Not Used

d. Not Used

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

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

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

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

c. NOT USED

d. NOT USED

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

of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

ARTICLE VIII

MISCELLANEOUS

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

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

TO THE DISTRICT:

PASADENA UNIFIED SCHOOL DISTRICT
740 W. Woodbury Road
Pasadena, CA 91103
Nelson Cayabyab, Chief Facilities Officer

TO CONSULTANT:

Krzysztof J. Zazirski
T24 Consulting, Inc.
28428 Santa Rosa Ln.
Santa Clarita, CA 91350

3. **FINGERPRINTING REQUIREMENTS.** Education Code Section 45125.1 states that if employees of any consultant providing services at a school site might have any contact with any under age pupils (younger than 18 years of age); those employees shall be fingerprinted by the Department of Justice (DOJ) before entering to determine that they have not been convicted of a serious or violent felony. If the DISTRICT determines that more than limited

contact with students will occur during the performance of these SERVICES by CONSULTANT, CONSULTANT will not perform SERVICES until all employees providing SERVICES have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to DISTRICT.

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

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

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

7. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

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

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

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

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

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

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

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

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

CONSULTANT:

By: _____
Krzysztof J. Zazirski, President
T24 Consulting, Inc.

DISTRICT:

By: _____
Nelson Cayabyab
Chief Facilities Officer
Pasadena Unified School District

Attachment A

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

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

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

Topic: APPROVAL OF RENEWAL OF CONSULTING AGREEMENT WITH NED K. CONSTRUCTION SERVICE INC. FOR PROJECT MANAGER SERVICES 2017-2018 FISCAL YEAR.

Recommendation: The Board of Education Approves the Consulting Contract with Ned K. Construction Service Inc., for Project Manager Inspection Services (DSA Project Inspector – Class 1) for the 2017-2018 Fiscal Year.

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

I. BACKGROUND

Prior to the reduction in Measure TT Staffing, the need for additional Project Managers was discussed. On July 30, 2013, due to the number of staff and the number of large construction projects awarded (over \$60 million), the Board of Education approved of staff adding a consultant for project management.

II. STAFF ANALYSIS

Ned K. Construction Service Inc. was identified as a top candidate that met the qualifications for the Project Manager with background emphasis in Inspection Services. District Staff recommends that the Board approve the Consulting Contract with Ned K. Construction Service Inc., for Project Manager Services for the term commencing on July 1, 2017 through June 30, 2018.

The Facilities Committee vetted this Board Report on May 18, 2017.

Attachments: Consulting Agreement for Ned K. Construction Service Inc.

III. FISCAL IMPACT

The contractual services are estimated to cost approximately \$164,320.00 (not-to-exceed) at a set rate of \$84.00 per hour. for the term commencing July 1, 2017 through June 30, 2018. These funds are available in the Measure TT account.

**Pasadena Unified School District
Board of Education Agenda: May 25, 2017
Prepared by: Nelson M. Cayabyab, Chief Facilities Officer**

Funding Code: 21.1-95000.0-00000-85000-6265-000710

Originator: Nelson M. Cayabyab, Chief Facilities Officer

**PROJECT MANAGER
CONSULTANT SERVICES AGREEMENT**

This AGREEMENT is made and entered into this 1st day of July in the year 2017 between PASADENA UNIFIED SCHOOL DISTRICT, ("DISTRICT"), and **Ned K. dba Construction Services, Inc.**, a corporation, ("CONSULTANT"). The DISTRICT and the CONSULTANT are sometimes referred to herein as a "PARTY" and collectively as the "PARTIES."

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

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

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

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

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

NOW, THEREFORE, the PARTIES hereto agree as follows:

**ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT**

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

2. PERIOD OF PERFORMANCE. This AGREEMENT shall commence on July 1, 2017 and shall terminate on June 30, 2018, unless extended for an additional twelve month terms based on a satisfactory evaluation of the first three months of service ("Period of Performance"). CONSULTANT shall complete all SERVICES for the PROJECT within the Period of Performance.

3. COMPENSATION TO CONSULTANT. DISTRICT agrees to pay CONSULTANT for the SERVICES in accordance with the rates set forth at the rate of \$84.00 per hour. No reimbursement will be made for any expenses above this total compensation amount. For the term commencing July 1, 2017 through June 30, 2018 the estimated costs is \$164,320.00 (Not to exceed). Invoices shall be submitted on a bi-monthly basis and submitted in a form acceptable to the DISTRICT. Invoices shall include a breakdown of activities by date, time spent for each task,

identification of the individual performing the service, and a description of the service provided during that time period.

ARTICLE II

CONSULTANT'S SERVICES AND RESPONSIBILITIES

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

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

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

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

ARTICLE III

TERMINATION

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

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

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

until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services.

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

ARTICLE IV

CONSULTANT'S DRAWINGS, SPECIFICATIONS, AND REPORTS

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

ARTICLE V

ACCOUNTING RECORDS OF THE CONSULTANT

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

ARTICLE VI

ADDITIONAL CONSULTANT SERVICES

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

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

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

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

INDEMNITY AND INSURANCE

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

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

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

c. Not Used

d. Not Used

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

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

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

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

c. NOT USED

d. NOT USED

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

ARTICLE VII

MISCELLANEOUS

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

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

TO THE DISTRICT:

PASADENA UNIFIED SCHOOL DISTRICT
740 W. Woodbury Road
Pasadena, CA 91103
Phone: (626) 396-5850 x 89199
Attention: Nelson Cayabyab, Chief Facilities Officer

TO CONSULTANT:

Ned K. Construction Service Inc.
2827 Orange Avenue
La Crescenta, CA 91214
Phone: (818) 268-9116

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

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

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

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

7. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

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

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

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

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

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

in this AGREEMENT to a Section, unless specified otherwise, shall be a reference to a Section of this AGREEMENT.

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

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

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

CONSULTANT:

DISTRICT:

Pasadena Unified School District

By: _____
Ned Khachian

By: _____
Nelson Cayabyab
Chief Facilities Officer

Attachment A

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

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

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

Topic: APPROVAL OF CONSULTING CONTRACT WITH JAMES VANTRUNG VU FOR PROJECT MANAGER SERVICES (ENGINEER) FOR THE FISCAL YEAR 2017/2018.

Recommendation: The Board of Education Approve the Consulting Contract with James Vantrung Vu, for Project Manager Services (Engineer) for the 2017-2018 Fiscal Year.

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

I. BACKGROUND

Prior to the reduction in Measure TT Staffing, the need for additional Project Managers was discussed. On July 30, 2013, due to the number of staff and the number of large construction projects awarded (over \$60 million), the Board of Education approved of staff adding a consultant for project management.

II. STAFF ANALYSIS

James Vantrung Vu was identified as a top candidate that met the qualifications for the Project Manager with the background emphasis in Engineering. District Staff recommends that the Board approve the Consulting Contract with James Vantrung Vu, for Project Manager Services for the term commencing on July 1, 2017 through June 30, 2018.

The Facilities Committee vetted this Board Report on May 18, 2017.

Attachments: Consulting Agreement for James Vantrung Vu.

III. FISCAL IMPACT

The contractual services are estimated to cost approximately \$150,000.00 (not-to-exceed) at a set rate of \$74.00 per hour for the term commencing July 1, 2017 through June 30, 2018. These funds are available in the Measure TT account.

Pasadena Unified School District
Board of Education Agenda: May 25, 2017
Prepared by: Nelson M. Cayabyab, Chief Facilities Officer

Funding code: 21.1-95000.0-00000-85000-6265-0000710

Originator: Nelson M. Cayabyab, Chief Facilities Officer

**PROJECT MANAGER
CONSULTANT SERVICES AGREEMENT**

This AGREEMENT is made and entered into this 1st day of July in the year 2017 between PASADENA UNIFIED SCHOOL DISTRICT, (“DISTRICT”), and **James Vantrung Vu** , an individual, (“CONSULTANT”). The DISTRICT and the CONSULTANT are sometimes referred to herein as a “PARTY” and collectively as the “PARTIES.”

WHEREAS, the DISTRICT requires specialized services as an PROJECT MANAGER for Facilities Master Plan projects for (“PROJECT”); and

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

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

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

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

NOW, THEREFORE, the PARTIES hereto agree as follows:

**ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT**

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

2. **PERIOD OF PERFORMANCE.** This AGREEMENT shall commence on July 1, 2017 and shall terminate on June 30, 2018, unless extended for an additional twelve month terms based on a satisfactory evaluation of the first three months of service (“Period of Performance”). CONSULTANT shall complete all SERVICES for the PROJECT within the Period of Performance.

3. **COMPENSATION TO CONSULTANT.** DISTRICT agrees to pay CONSULTANT for the SERVICES in accordance with the rates set forth at the rate of \$74.00 per hour. No reimbursement will be made for any expenses above this Total Compensation amount. For the term commencing July 1, 2017 through June 30, 2018 the estimated costs is \$150,000.00(not to exceed). Invoices shall be submitted on a bi-monthly basis and submitted in a form acceptable to the DISTRICT. Invoices shall include a breakdown of activities by date, time spent for each task,

identification of the individual performing the service, and a description of the service provided during that time period.

ARTICLE II

CONSULTANT'S SERVICES AND RESPONSIBILITIES

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

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

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

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

ARTICLE III

TERMINATION

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

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

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

until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services.

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

ARTICLE IV

CONSULTANT'S DRAWINGS, SPECIFICATIONS, AND REPORTS

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

ARTICLE V

ACCOUNTING RECORDS OF THE CONSULTANT

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

ARTICLE VI

ADDITIONAL CONSULTANT SERVICES

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

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

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

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

INDEMNITY AND INSURANCE

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

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

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

c. Not Used

d. Not Used

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

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

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

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

c. NOT USED

d. NOT USED

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

ARTICLE VII

MISCELLANEOUS

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

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

TO THE DISTRICT:

PASADENA UNIFIED SCHOOL DISTRICT
740 W. Woodbury Road
Pasadena, CA 91103
Phone: (626) 396-5850 x 89199
Attention: Nelson Cayabyab, Chief Facilities Officer

TO CONSULTANT:

James Vantrung Vu
5728 Brianhead Dr.
Corona, CA. 92880

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

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

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

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

7. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

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

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

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

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

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

in this AGREEMENT to a Section, unless specified otherwise, shall be a reference to a Section of this AGREEMENT.

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

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

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

CONSULTANT:

DISTRICT:

Pasadena Unified School District

By: _____
James Vantrung Vu

By: _____
Nelson Cayabyab
Chief Facilities Officer

Attachment A

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

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

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

Topic: APPROVAL RENEWAL OF CONSULTING CONTRACT WITH RICHARD KENT FOR PROJECT MANAGER SERVICES FOR THE 2017-2018 FISCAL YEAR.

RECOMMENDATION: The Board of Education Approve the Consulting Contract with Richard Kent for Project Manager Services for the 2016-2017 fiscal year.

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

I. BACKGROUND

The Facilities Organization was approved by the Board January 13, 2009 and revised March 2011 to include Project Managers to assist on all district-wide projects. Since July 1, 2011, Richard Kent has been serving as a Project Manager. During this period, services have been provided for Blair, Sierra Madre, McKinley and other projects. Many projects under Measure TT have and continue to benefit from his skills and knowledge of school construction.

II. STAFF ANALYSIS

In March 2011, the Facilities Subcommittee authorized the Chief Facilities Officer to directly hire the best-qualified Project Managers to assist on the Measure TT Construction Projects. Mr. Richard Kent was identified as one of the top candidates that met the qualifications for the Project Manager. Richard Kent has done an excellent job representing the District the past 12 months. District Staff recommends that the Board approve the renewal of Richard Kent's contract for Project Management Services for one year for the 2017-2018 Fiscal Year.

The Facilities Committee vetted this Board Report on May 18, 2016.

Attachments: Consulting Agreement – Richard Kent.

III. FISCAL IMPACT

The contractual services are estimated to cost approximately \$150,000.00 (not-to-exceed) at a set rate of \$74.00 per hour for the term commencing July 1, 2017 through June 30, 2018. These funds are available in the Measure TT account.

Pasadena Unified School District

Board of Education Agenda: May 25, 2017

Prepared by: Nelson M. Cayabyab, Chief Facilities Officer

Funding code: 21.1-95000.0-00000-85000-6265-000710

Originator: Nelson M. Cayabyab, Chief Facilities Officer

DRAFT

**PROJECT MANAGER
CONSULTANT SERVICES AGREEMENT**

This AGREEMENT is made and entered into this 1st day of July in the year 2017 between PASADENA UNIFIED SCHOOL DISTRICT, ("DISTRICT"), and **Richard Kent**, an individual, ("CONSULTANT"). The DISTRICT and the CONSULTANT are sometimes referred to herein as a "PARTY" and collectively as the "PARTIES."

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

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

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

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

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

NOW, THEREFORE, the PARTIES hereto agree as follows:

**ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT**

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

2. **PERIOD OF PERFORMANCE.** This AGREEMENT shall commence on July 1, 2016 and shall terminate on June 30, 2017, unless extended for an additional twelve month term based on a satisfactory evaluation of the first three months of service ("Period of Performance"). CONSULTANT shall complete all SERVICES for the PROJECT within the Period of Performance.

3. **COMPENSATION TO CONSULTANT.** DISTRICT agrees to pay CONSULTANT for the SERVICES in accordance with the rates set forth at the rate of \$74.00 per hour. No reimbursement will be made for any expenses above this Total Compensation amount. For the term commencing July 1, 2017 through June 30, 2018 the estimated costs is \$150,000.00 (not to exceed). Invoices shall be submitted on a bi-monthly basis and submitted in a form acceptable to the DISTRICT. Invoices shall include a breakdown of activities by date, time spent for each task,

identification of the individual performing the service, and a description of the service provided during that time period.

ARTICLE II

CONSULTANT'S SERVICES AND RESPONSIBILITIES

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

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

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

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

ARTICLE III

TERMINATION

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

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

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until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services.

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

ARTICLE IV

CONSULTANT'S DRAWINGS, SPECIFICATIONS, AND REPORTS

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

ARTICLE V

ACCOUNTING RECORDS OF THE CONSULTANT

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

ARTICLE VI

ADDITIONAL CONSULTANT SERVICES

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

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

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

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

INDEMNITY AND INSURANCE

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

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

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

c. Not Used

d. Not Used

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

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

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

- (1) Owned, non-owned and hired vehicles at cash value;
- (2) Blanket contractual;
- (3) Broad form property damage;
- (4) Products/completed operations; and
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d. NOT USED

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

ARTICLE VII **MISCELLANEOUS**

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

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TO THE DISTRICT:

PASADENA UNIFIED SCHOOL DISTRICT
740 W. Woodbury Road
Pasadena, CA 91103
Phone: (626) 396-5850 x 89199
Attention: Nelson Cayabyab, Chief Facilities Officer

TO CONSULTANT:

Richard Kent
3003 Sleepy Hollow Street
Simi Valley, CA 93065

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

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

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

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

7. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

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

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describe the scope or intent of any Sections or other provisions of this AGREEMENT. Any reference in this AGREEMENT to a Section, unless specified otherwise, shall be a reference to a Section of this AGREEMENT.

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

CONSULTANT:

DISTRICT:

Pasadena Unified School District

By: _____
Richard Kent

By: _____
Nelson Cayabyab
Chief Facilities Officer

Attachment A

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

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

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

Topic: APPROVAL OF RENEWAL OF CONSULTING CONTRACT WITH GEORGE KWITER DBA GYK CONSULTING FOR PROJECT MANAGER SERVICES.

RECOMMENDATION: The Board of Education Approve the Consulting Contract with George Kwiter dba GYK Consulting, for Project Manager Services (Contractor's License and Cost Estimating).

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

I. BACKGROUND

Prior to the reduction in Measure TT Staffing, the need for additional Project Managers was discussed. On July 30, 2013, due to the number of staff and the number of large construction projects awarded (over \$60 million), the Board of Education approved of staff adding a consultant for project management. George Kwiter was hired as this additional project manager. During this period, services have been provided for Marshall, Muir, Willard and Wilson and others. Many projects under Measure TT have and continue to benefit from his skills and knowledge of school construction.

II. STAFF ANALYSIS

George Kwiter dba GYK Consulting, who was identified as one of the top candidates that met the qualifications for the Project Manager has provided services since July 2013. He has done an excellent job representing the District the past 12 months. He holds a contractor's license and is very well versed in costs estimating and scope of work analysis from a contractor's perspective. District Staff recommends that the Board approve the renewal of George Kwiter's dba GYK Consulting contract for Project Management Services for one year for the 2016-2017 Fiscal Year.

The Facilities Subcommittee will vet this Board Report on May 18, 2017.

Attachments: Consulting Agreement – George Kwiter

III. FISCAL IMPACT

The contractual services are estimated to cost approximately \$150,000.00 (not to exceed) at a set rate of \$74.00 per hour for the term commencing July 1, 2017 through June 30, 2017. These funds are available in the Measure TT- Facilities Administration account.

Pasadena Unified School District
Board of Education Agenda: May 25, 2016
Prepared by: Nelson M. Cayabyab, Chief Facilities Officer

Funding code: 21.1- 95000.0-00000-85000-6265-0000710

Originator: Nelson M. Cayabyab, Chief Facilities Officer

DRAFT

**PROJECT MANAGER
CONSULTANT SERVICES AGREEMENT**

This AGREEMENT is made and entered into this 1st day of July in the year 2017 between PASADENA UNIFIED SCHOOL DISTRICT, (“DISTRICT”), and **George Kwitter dba GYK Consulting**, an individual, (“CONSULTANT”). The DISTRICT and the CONSULTANT are sometimes referred to herein as a “PARTY” and collectively as the “PARTIES.”

WHEREAS, the DISTRICT requires specialized services as an PROJECT MANAGER for Facilities Master Plan projects for (“PROJECT”); and

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

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

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

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

NOW, THEREFORE, the PARTIES hereto agree as follows:

**ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT**

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

2. **PERIOD OF PERFORMANCE.** This AGREEMENT shall commence on July 1, 2017 and shall terminate on June 30, 2018 (“Period of Performance”), unless extended for an additional twelve month terms based on a satisfactory evaluation of the first three months of service. CONSULTANT shall complete all SERVICES for the PROJECT within the Period of Performance.

3. **COMPENSATION TO CONSULTANT.** DISTRICT agrees to pay CONSULTANT for the SERVICES in accordance with the rates set forth at the rate of \$74.00 per hour. No reimbursement will be made for any expenses above this Total Compensation

amount. For the term commencing July 1, 2016 through June 30, 2017 the estimated costs is \$150,000.00 (not to exceed). Invoices shall be submitted on a bi-monthly basis and submitted in a form acceptable to the DISTRICT. Invoices shall include a breakdown of activities by date, time spent for each task, identification of the individual performing the service, and a description of the service provided during that time period.

ARTICLE II

CONSULTANT'S SERVICES AND RESPONSIBILITIES

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

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

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

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

ARTICLE III

TERMINATION

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

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

consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT.

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

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

ARTICLE IV

CONSULTANT'S DRAWINGS, SPECIFICATIONS, AND REPORTS

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

ARTICLE V

ACCOUNTING RECORDS OF THE CONSULTANT

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

ARTICLE VI

ADDITIONAL CONSULTANT SERVICES

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

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

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

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

ARTICLE VII

INDEMNITY AND INSURANCE

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

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

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

c. Not Used

d. Not Used

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

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

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

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

c. NOT USED

d. NOT USED

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

ARTICLE VIII **MISCELLANEOUS**

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

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

TO THE DISTRICT:

PASADENA UNIFIED SCHOOL DISTRICT
740 W. Woodbury Road
Pasadena, CA. 91103
Phone: (626) 396-5850 x 89199
Attention: Nelson Cayabyab, Chief Facilities Officer
George Kwitter
dba GYK Consulting
225 S Lake Avenue, #300
Pasadena, CA 91101

TO CONSULTANT:

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

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

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

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

7. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

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

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

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

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

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

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

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

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

CONSULTANT:

DISTRICT:

Pasadena Unified School District

By: _____
George Kwiter
dba GYK Consulting

By: _____
Nelson Cayabyab
Chief Facilities Officer

Attachment A

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

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

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

Topic: APPROVAL OF RENEWAL OF CONSULTING AGREEMENT WITH DONALD B. BLAYNEY FOR PROJECT MANAGER SERVICES FOR THE 2017-2018 FISCAL YEAR.

Recommendation: The Board of Education Approves the Consulting Agreement with Donald B. Blayney, for Project Manager Inspection Services (DSA General Inspector – Class 1) for the 2017-2018 Fiscal Year.

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

I. BACKGROUND

Prior to the reduction in Measure TT Staffing, the need for additional Project Managers was discussed. On July 30, 2013, due to the number of staff and the number of large construction projects awarded (over \$60 million), the Board of Education approved of staff adding a consultant for project management.

II. STAFF ANALYSIS

Donald B. Blayney was identified as a top candidate that met the qualifications for the Project Manager with background emphasis in Inspection Services. District Staff recommends that the Board approve the Consulting Agreement with Donald B. Blayney, for Project Manager Services (DSA General Inspector- Class 1) for the term commencing on July 1, 2017 through June 30, 2018.

The Facilities Committee vetted this Board Report on May 18, 2017.

Attachments: Consulting Agreement for Donald B. Blayney

III. FISCAL IMPACT

The contractual services are estimated to cost approximately \$164,320.00 (not-to-exceed) at a set rate of \$79.00 per hour for the term commencing July 1, 2017 through June 30, 2018. These funds are available in the Measure TT Facilities administration account.

Pasadena Unified School District
Board of Education Agenda: May 25, 2017
Prepared by: Nelson M. Cayabyab, Chief Facilities Officer

Funding Code: 21.1-95000.0-00000-85000-6265-000710

Originator: Nelson M. Cayabyab, Chief Facilities Officer

May 25, 2017

**PROJECT MANAGER
CONSULTANT SERVICES AGREEMENT**

This AGREEMENT is made and entered into this 1st day of July in the year 2017 between PASADENA UNIFIED SCHOOL DISTRICT, ("DISTRICT"), and Donald B. Blayney, ("CONSULTANT"). The DISTRICT and the CONSULTANT are sometimes referred to herein as a "PARTY" and collectively as the "PARTIES."

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

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

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

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

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

NOW, THEREFORE, the PARTIES hereto agree as follows:

**ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT**

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

2. **PERIOD OF PERFORMANCE.** This AGREEMENT shall commence on July 1, 2017 and shall terminate on June 30, 2018, unless extended for an additional twelve month terms based on a satisfactory evaluation of the first three months of service ("Period of Performance"). CONSULTANT shall complete all SERVICES for the PROJECT within the Period of Performance.

3. **COMPENSATION TO CONSULTANT.** DISTRICT agrees to pay CONSULTANT for the SERVICES in accordance with the rates set forth at the rate of \$79.00 per hour. No reimbursement will be made for any expenses above this total compensation amount. For the term commencing July 1, 2017 through June 30, 2018 the estimated costs is \$164,320.00 (Not to exceed). Invoices shall be submitted on a bi-monthly basis and submitted in a form acceptable to the DISTRICT. Invoices shall include a breakdown of activities by date, time spent for each task,

identification of the individual performing the service, and a description of the service provided during that time period.

ARTICLE II

CONSULTANT'S SERVICES AND RESPONSIBILITIES

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

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

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

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

ARTICLE III

TERMINATION

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

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

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

until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services.

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

ARTICLE IV

CONSULTANT'S DRAWINGS, SPECIFICATIONS, AND REPORTS

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

ARTICLE V

ACCOUNTING RECORDS OF THE CONSULTANT

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

ARTICLE VI

ADDITIONAL CONSULTANT SERVICES

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

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

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

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

INDEMNITY AND INSURANCE

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

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

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

c. Not Used

d. Not Used

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

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

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

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

c. NOT USED

d. NOT USED

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

ARTICLE VII

MISCELLANEOUS

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

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

TO THE DISTRICT:

PASADENA UNIFIED SCHOOL DISTRICT
740 W. Woodbury Road
Pasadena, CA 91103
Phone: (626) 396-5850 x 89199
Attention: Nelson Cayabyab, Chief Facilities Officer

TO CONSULTANT:

Donald B. Blayney
438 East Portola Street
San Dimas, CA. 91773
(818) 427-6154

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

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

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

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

7. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

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

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

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

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

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

in this AGREEMENT to a Section, unless specified otherwise, shall be a reference to a Section of this AGREEMENT.

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

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

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

CONSULTANT:

DISTRICT:

Pasadena Unified School District

By: _____
Donald B. Blayney

By: _____
Nelson Cayabyab
Chief Facilities Officer

Attachment A

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

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

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

Topic: APPROVAL OF THE CONSULTING AGREEMENT WITH SARKIS “SAM” MAISSIAN DBA UNIVERSAL CONSTRUCTION FOR PROJECT MANAGER SERVICES (SUPERINTENDENT) FOR THE 2017-2018 FISCAL YEAR.

Recommendation: The Board of Education Approve the Consulting Contract with Sarkis “Sam”Maissian, dba Universal Construction, for Project Manager Services (Superintendent) for the 2017-2018 FY.

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

I. BACKGROUND

Prior to the reduction in Measure TT Staffing, the need for additional Project Managers was discussed. On July 30, 2013, due to the number of staff and the number of large construction projects awarded (over \$60 million), the Board of Education approved of staff adding a consultant for project management.

II. STAFF ANALYSIS

Sarkis “Sam”Maissian, dba Universal Construction was identified as a top candidate that met the qualifications for the Project Manager with background emphasis as Superintendent. District Staff recommends that the Board approve the Consulting Contract with Sarkis “Sam”Maissian, dba Universal Construction, for Project Manager Services for the 2017-2018 fiscal year.

The Facilities Committee vetted this Board Report on May 18, 2017.

Attachment: Consulting Agreement for Sarkis “Sam”Maissian, dba Universal Construction

III. FISCAL IMPACT

The contractual services are estimated to cost approximately \$ 150,000.00 (not-to-exceed) at a set rate of \$74.00 per hour for the term commencing July 1, 2017 through June 30, 2018. These funds are available in the Measure TT account.

Pasadena Unified School District
Board of Education Agenda: May 25, 2017
Prepared by: Nelson Cayabyab, Chief Facilities Officer

Funding code: 21.1-95000.0-00000-85000-6265-000710

Originator: Nelson Cayabyab, Chief Facilities Officer

**PROJECT MANAGER
CONSULTANT SERVICES AGREEMENT**

This AGREEMENT is made and entered into this 1st day of July in the year 2017 between PASADENA UNIFIED SCHOOL DISTRICT, (“DISTRICT”), and **Sam Maissian, dba Universal Construction Inc.**, an individual, (“CONSULTANT”). The DISTRICT and the CONSULTANT are sometimes referred to herein as a “PARTY” and collectively as the “PARTIES.”

WHEREAS, the DISTRICT requires specialized services as an PROJECT MANAGER for Facilities Master Plan projects for (“PROJECT”); and

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

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

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

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

NOW, THEREFORE, the PARTIES hereto agree as follows:

**ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT**

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

2. PERIOD OF PERFORMANCE. This AGREEMENT shall commence on July 1, 2016 and shall terminate on June 30, 2017, unless extended for an additional twelve month term based on a satisfactory evaluation of the first three months of service (“Period of Performance”). CONSULTANT shall complete all SERVICES for the PROJECT within the Period of Performance.

3. COMPENSATION TO CONSULTANT. DISTRICT agrees to pay CONSULTANT for the SERVICES in accordance with the rates set forth at the rate of \$74.00 per hour. No reimbursement will be made for any expenses above this Total Compensation amount. For the term commencing July 1, 2017 through June 30, 2018 the estimated costs is \$ 150,000.00 (not to exceed). Invoices shall be submitted on a bi-monthly basis and submitted in a form acceptable to the DISTRICT. Invoices shall include a breakdown of activities by date, time spent for each task,

identification of the individual performing the service, and a description of the service provided during that time period.

ARTICLE II

CONSULTANT'S SERVICES AND RESPONSIBILITIES

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

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

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

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

ARTICLE III

TERMINATION

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

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

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

until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services.

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

ARTICLE IV

CONSULTANT'S DRAWINGS, SPECIFICATIONS, AND REPORTS

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

ARTICLE V

ACCOUNTING RECORDS OF THE CONSULTANT

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

ARTICLE VI

ADDITIONAL CONSULTANT SERVICES

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

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

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

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

INDEMNITY AND INSURANCE

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

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

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

c. Not Used

d. Not Used

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

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

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

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

c. NOT USED

d. NOT USED

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

ARTICLE VII

MISCELLANEOUS

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

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

TO THE DISTRICT:

PASADENA UNIFIED SCHOOL DISTRICT
740 W. Woodbury Road
Pasadena, CA 91103
Phone: (626) 396-5850 x 89199
Attention: Nelson Cayabyab, Chief Facilities Officer

TO CONSULTANT:

Sarkis "Sam" Maissian
11941 Dunncliffe Ct,
Porter Ranch, CA. 91326
Phone: (818) 652-6665

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

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

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

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

7. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

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

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

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

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

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

in this AGREEMENT to a Section, unless specified otherwise, shall be a reference to a Section of this AGREEMENT.

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

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

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

CONSULTANT:

DISTRICT:

Pasadena Unified School District

By: _____
Sarkis "Sam" Maissian

By: _____
Nelson Cayabyab
Chief Facilities Officer

Attachment A

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

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

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

Topic: AMENDMENT TO CONTRACT RC690:16:17 WITH ATKINSON, ANDELSON, LOYA, RUUD & ROMO FOR LEGAL SERVICES THROUGH JUNE 30, 2017.

RECOMMENDATION: The Board of Education approve an increase to the Contract RC690:16:17 with Atkinson, Andelson, Loya, Ruud & Romo (AALRR) to provide legal services for Facilities (RC690) through June 30, 2017.

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

I. BACKGROUND:

In the past, Atkinson, Andelson, Loya, Ruud & Romo (AALRR) has provided the District with legal services and representation in administrative and court proceedings, as well as general and construction specific legal services as requested by the District.

II. STAFF ANALYSIS:

Staff is recommending that the Governing Board approve the increase for an additional \$200,000.00 to the Contract RC690:16:17 with AALRR for legal services through June 30, 2017. Services include representation for general and construction legal services as well as providing the District with informative newsletters, training opportunities and conferences to help the District with daily legal concerns.

III. FISCAL IMPACT:

This amendment to Contract RC690:16:17 increases by \$200,000.00 for a total not to exceed \$570,000.00. Funds in the not to exceed \$200,000.00 are available in the Facilities administration Measure TT account.

**Pasadena Unified School District
Board of Education Agenda: May 25, 2017
Prepared by: Nelson M. Cayabyab, Chief Facilities Officer**

Funding code: 21.1-95000.0-00000-85000-5820-0000710

Originated by: Nelson M. Cayabyab, Chief Facilities Officer

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

Topic: APPROVAL OF PROPOSAL WITH PBWS ARCHITECTS ADDITIONAL SERVICES FOR DON BENITO ES RENOVATION AND ADDITION

RECOMMENDATION: The Board of Education approve PBWS Architect's proposal for additional design and engineering services for the Don Benito ES Renovation and Addition project in the amount not to exceed \$35,000.00.

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

I. BACKGROUND

PBWS Architects is under contract with PUSD for the Don Benito ES Renovation and Addition project (PAA 76-2). PUSD staff has directed PBWS to make revisions and additions to construction documents to provide for security fencing improvements, energy efficiency improvements (LED light fixtures) and inclusion of a library book theft detection system in the project. PBWS has provided a proposal for the additional Architectural and Engineering design services to include these revisions and additions in the construction documents.

II. STAFF ANALYSIS

District staff recommends approving PBWS proposal for the amount not to exceed \$35,000.00 for additional Architectural and Engineering services for the Don Benito ES Renovation and Addition project.

The Facilities Committee vetted this Board Report on May 18, 2017.

Attachment: PBWS Proposal

III. FISCAL IMPACT

Funds in the amount not to exceed \$35,000.00 for additional Architectural and Engineering fees only are available and budgeted for in the MTT- Don Benito Elementary account.

Pasadena Unified School District
Board of Education Agenda: May 25, 2017
Prepared by: Nelson M. Cayabyab, Chief Facilities Officer

Funding code: 21.1-95097.0-00000-85000-6210-0140000

Originator: Nelson Cayabyab, Chief Facilities Officer

March 30, 2017

VIA EMAIL Anson Rane (spo-ranea@pusd.us)

Mr. Anson Rane

Pasadena Unified School District
740 West Woodbury, Pasadena, CA 91103

**RE: Proposal for Additional Services for design revisions per meetings with
PBWS and PUSD.
PUSD Measure TT Improvements, Don Benito Fundamental School
PBWS P/N 09000.00**

Dear Anson:

We understand the District would like PBWS to make SOW Design Revisions to the above-mentioned project based on our meeting we had with you. These revision changes are described below. For this design and construction documents change we propose a fee of **\$ 35,000.**

This proposal includes:

- Revise the site fencing layout and heights.
- Revise the west and south Reading porch enclosure walls to a fence at the west edge and a railing system at the south edge.
- Provide Library revisions consisting of book theft detection system along with interior acoustical changes.
- Revise all aluminum storefront and window systems details to hollow metal.
- Provide LED lighting and circuitry in lieu of current fluorescent lighting.
- Coordination with electrical & structural engineers, revised specifications and additional project management.

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

Sincerely,



PBWS architects
Wade Frazier, RA, CSI, LEED AP
Architect/Partner

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

Topic: APPROVAL OF A CONTRACT WITH MTGL, INC. FOR PROFESSIONAL SERVICES FOR MATERIAL TESTING AND INSPECTIONS SERVICES FOR BLAIR HIGH SCHOOL MODERNIZATION PROJECT

RECOMMENDATION: The Board of Education approves a Contract with MTGL, Inc. for Professional Services for Material Testing and Inspections Services for Blair High School Modernization Project.

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

I. BACKGROUND

As required by the Division of the State Architect, and in compliance with the State Architect's office, special inspections and testing firms are required to be available to the Inspector of Record and test all special materials and conditions during the construction of the project. MTGL has represented the Pasadena Unified School District in this capacity on several projects for the Measure 'TT' Bond and provided satisfactory services as special inspections and testing company in the past.

II. STAFF ANALYSIS

Staff recommends the retention of MTGL, Inc. to provide Construction Phase Professional Services for Material Testing and Inspections Services for the Blair High School Modernization Project for a fixed fee of \$227,369.00 (not to exceed) to be billed incrementally as required services are provided.

The Facilities Committee vetted this Board Report on May 18, 2017.

Attachment: MTGL, Inc. Proposal

III. FISCAL IMPACT

Funds in the amount of \$227,369.00 (not to exceed) are available in the Measure TT account.

**Pasadena Unified School District
Board of Education Agenda: May 25, 2017
Prepared by: Nelson M. Cayabyab, Chief Facilities Officer**

Funding code: 21.0-92100.0-00000-85000-6285-0800000

Originator: Nelson Cayabyab, Chief Facilities Officer



“Providing Value in Quality Control”

Geotechnical Engineering Construction Inspection Materials Testing Environmental

Statement of Qualifications for Soil / Materials Testing



Presented By:
Mr. Steven Koch
Senior Vice President
skoch@mtgline.com
www.mtgline.com
“Providing Value in Quality Control”

(714) 632-2999

2992 East La Palma Ave. Suite A
Anaheim, CA 92806

DBE - MTA –CUCP # 33843 / CPUC 93KS0069
DGS Micro Small Bus. 1758925 MWD169124
DIR REGISTRATION 1000006646



Geotechnical Engineering Construction Inspection Materials Testing Environmental

“Providing Value in Quality Control”

Central Dispatch
(800) 491-2990

Pasadena Unified School District
Attention: Mr. Kris Zazirski

April 28, 2017
P-17-168.R

Office Locations

Corporate Branch
Orange County

2992 E. La Palma, Suite
A
Anaheim, Ca 92806

Tel: 800 491-2990
Fax: 714 632-2974

Branch Offices

Indio

Los Angeles / Ventura
County

San Bernardino /
Riverside

San Diego / Imperial
Counties

Certifying Agencies

State of California
D.S.A
OSHPD
American Assoc. of
State Highways
Cal Trans
CCRL
Cement & Concrete
Reference Laboratory

Los Angeles
LA County
LA City
MTA

Orange County
Orange County
Environmental
Management Agency

San Diego
San Diego City
San Diego County
SD Water Authority

Inland Empire
City of Riverside
County of Riverside

**RE: PROPOSAL FOR “ON-CALL, AS NEEDED” PROFESSIONAL SERVICES
FOR MATERIALS TESTING AND INSPECTION A 03-113709**

Blair IB Magnet School Modernization 1201 South Marengo Ave Pasadena

MTGL requests a time & material basis contract to be provided hour by hour as scheduled. MTGL reviewed the plans, specifications, and required inspections as defined on the DSA Form 103 for required conformance testing. MTGL understands the project will be to modernize an 85,277 Sq. Ft., three story structure over 590 days.

Many variables in construction provide difficulty in establishing the anticipated costs for Professional Services which are compensated hourly. MTGL's proposal utilizes **a consistent unit rate for inspection** to provide value, and defined at 1% of the DSA's listed value.

160 Hours Soil Technician	\$ 82.00 hour	\$ 13,120.00
100 Hours Reinforcing Steel Sampling / CMU Sampling	\$ 82.00 hour	\$ 8,200.00
360 Hours Concrete Reinforcing Steel / CMU Sampling	\$ 82.00 hour	\$ 21,320.00
300 Hours DSA Masonry / Veneer Inspector	\$ 82.00 hour	\$ 24,600.00
500 Hours AWS CWI - Welding Inspector	\$ 82.00 hour	\$ 41,000.00
260 Hours Batch Plant Inspector	\$ 82.00 hour	\$ 21,320.00
700 Hours Fabrication Inspection-Local (100 Mi.)	\$ 82.00 hour	\$ 57,400.00
100 Hours Fireproofing Inspector	\$ 82.00 hour	\$ 8,200.00
60 Hours Ultrasonic Inspection-Local (100 Mi.)	\$ 90.00 hour	\$ 5,400.00
400 Hours Anchor Torque / Pull Testing Technician	\$ 82.00 hour	\$ 32,800.00
12 Each CMU Block Conformance Shrinkage	\$ 75.00 each	\$ 900.00
12 Each CMU Block Moisture Content & Absorption	\$ 45.00 each	\$ 540.00
12 Each CMU Block Conformance Compression	\$ 35.00 each	\$ 420.00
18 Each CMU Grouted Masonry Prisms	\$ 85.00 each	\$ 1,530.00
6 Sets CMU Core Compression & Shear Tests	\$ 105.00 set	\$ 750.00
64 Each Reinforcing Steel Tensile and Bend	\$ 45.00 each	\$ 750.00
10 Hours Masonry Coring	\$ 160.00 hour	\$ 1,600.00
15 Days Jacking Assembly / Ram	\$ 60.00 each	\$ 300.00
20 Each HS Bolt, Nut Washer Tests	\$ 35.00 each	\$ 700.00
6 Hours Reg. Engineer -Laboratory Final Affidavit / DSA 109	\$ 125.00 each	\$ 750.00
21 Each Fireproofing Density Tests	\$ 35.00 each	\$ 735.00
45 Days Nuclear Density Gauge	\$ 70.00 day	\$ 3,150.00
272 Each Concrete / Grout / Shot Crete Compression	\$ 27.00 each	\$ 24,300.00
4 Each Maximum Density D 1557A & 1557C	\$ 190.00 each	\$ 760.00
60 Each Laboratory Sample Pick Up M-F	\$ 40.00 trip	\$ 2,400.00
Total		\$227,369.00

Services are scheduled by the Inspector of Record and invoiced based on verified hours.

Sincerely,

MTGL, Inc.

Steven Koch - Senior Vice President

PROJECT APPROACH

MTGL, Inc. recognizes that each project is different, presenting a unique set of conditions and challenges. Our staff does not approach the same methodology to every project. With each project, our staff develops an implementation plan unique to the specific needs of the project and client. Although we customize our approach to each project, our experience in providing services throughout Southern California identified several approaches that greatly improve the project's quality and efficiency.

UNDERSTANDING THE PROJECT

The first step in any project is to gain a full understanding of the project parameters, needs and specific conditions. Upon notice to proceed, our Project Engineers will work with PUSD or their representative to gain a thorough understanding of the project. Our Engineers and Project Managers will then review all available data. DSA has described this project as Additions to 1-Existing Administration, Library, Student Store.; Alterations to 1-Exist. Classrooms.

TEST AND REPORT DELIVERY TIMELINE

LABORATORY TESTS

MTGL, Inc. strives to provide test results in a timely manner. Laboratory results of concrete compression testing often are the indicators of compliance for stripping of forms. Results will be faxed/e-mailed to the jobsite daily if needed. Should testing reveal a deficiency the Contractor and District will be notified by way of a telephone and e-mail within two hours.

Final laboratory reports for typical tests are provided within seven (7) calendar days. If requested, preliminary verbal results can be provided within one business day. In the event that a sample yields abnormal results or fails a test, we provide verbal notification within 2 hours, with the final written report delivered within 24 to 48 hours. After a failed test, we fast-track reporting of subsequent re-tests and provide a final report within 3 to 4 business days, or sooner per client request. A record of all testing will be kept for the final verified report at the completion of the project by our engineer.

MATERIALS TESTING AND INSPECTION SERVICES

MTGL, Inc. can perform the required special inspection and materials conformance testing necessary for this project. The following is a listing of the Special Inspection and Material Sampling and Testing requirements for this project as obtained from the referenced plans.

CONCRETE (CAST-IN-PLACE ONLY):

1. ALL CONCRETE WORK SHALL CONFORM TO ACI STANDARD 318 FOR REINFORCED CONCRETE AND CBC CHAPTER 19A.
2. DESIGN MIXES SHALL BE PER CBC 1905A.2, ACI 318 5.2, 5.3, 5.4, 3. CONCRETE SHALL BE NORMAL WEIGHT CONCRETE WITH AN ULTIMATE 28-DAY COMPRESSIVE STRENGTH OF AT LEAST 3,000 PSI AND SHALL BE MADE WITH TYPE I OR II CEMENT.
3. AGGREGATES FOR STRUCTURAL LIGHTWEIGHT CONCRETE (WHERE SPECIFIED ON THE PLANS) SHALL COMPLY WITH ASTM C330 TO PROVIDE A DENSITY OF NOT LESS THAN 105 PCF AND NO MORE THAN 115 PCF. THE 28-DAY STRENGTH SHALL BE NOT LESS THAN 3000 PSI.
4. TOLERANCES FOR CONCRETE WORK AND PLACEMENT OF BARS SHALL BE IN ACCORDANCE WITH ACI 117.
5. KEY AND DOWEL POUR JOINTS AS SHOWN ON THE STRUCTURAL DRAWINGS ONLY UNLESS NOTED OTHERWISE.
6. SET SCREEDS TO COMPENSATE FOR FORM AND SUPPORT SETTLEMENT.
7. NO PIPES, DUCTS OR CONDUITS SHALL BE EMBEDDED IN STRUCTURAL MEMBERS EXCEPT AS SHOWN ON THE STRUCTURAL DRAWINGS.
8. THE USE OF SHOTCRETE IS PROHIBITED ON THIS PROJECT. PRIOR WRITTEN APPROVAL FROM DSA IS REQUIRED IF FUTURE USE OF SHOTCRETE IS PROPOSED.

REINFORCEMENT:

1. ALL REINFORCING BARS SHALL CONFORM TO ACI 318 3.5.3 AND ASTM A615 GRADE 60.
2. WELDED WIRE FABRIC SHALL CONFORM TO CBC ACI 318 3.5.3.6 AND ASTM A185.
3. ALL REINFORCING SHALL BE ACCURATELY PLACED AND FIRMLY SUPPORTED AS REQUIRED BY THE ACI STANDARDS. REINFORCING SHALL HAVE THE FOLLOWING MINIMUM COVERAGE AND SHALL BE PLACED AS NEAR TO THE CONCRETE SURFACE AS THESE MINIMUMS WILL PERMIT UNLESS NOTED OR DETAILED OTHERWISE.
CONCRETE POURING AGAINST EARTH...3"
FORMED CONCRETE IN CONTACT WITH EARTH OR WEATHER...2"
SLABS, WALLS, JOISTS..... 3/4"
BEAMS..... 1-1/2"
COLUMNS (TO MAIN STEEL)... 2"
MASONRY 1/2" OR 1- BAR DIAMETER
4. SPLICE BARS AS SHOWN ON STRUCTURAL DRAWINGS ONLY. REFER TO TYPICAL DETAILS FOR MINIMUM LAP LENGTH.
5. BARS INTERRUPTED BY STRUCTURAL STEEL SHALL EXTEND TO WITHIN 1' OF THE STRUCTURAL STEEL FLANGE OR WEB AND HAVE A 90 DEGREE HOOK UNLESS NOTED OTHERWISE.
6. REINFORCING BARS SHALL NOT BE WELDED EXCEPT WHERE SHOWN ON THE DRAWINGS. WHERE REINFORCING BARS ARE INDICATED TO BE WELDED THEY SHALL BE OF WELDABLE MATERIAL ASTM A706, AND WELDED PER AWS D1.4. WELDING RODS SHALL BE LOW HYDROGEN E-90 ELECTRODES.

MASONRY:

1. CONCRETE MASONRY (CMU) SHALL BE MEDIUM-WEIGHT UNITS CONFORMING TO ASTM C-90 GRADE N TYPE I. USE OPEN END BLOCK AT VERTICAL REINFORCING BARS AND BOND BEAM BLOCK AT HORIZONTAL BARS.
2. COMPRESSIVE STRENGTH OF MASONRY (fm) AT 28 DAYS SHALL BE 1500 PSI IN ACCORDANCE WITH CBC SECTION 2105A.2.
3. UNITS SHALL BE LAID IN RUNNING BOND UNLESS NOTED OTHERWISE.
4. ALL CELLS AND SPACES SHALL BE GROUTED SOLID. COMPLY WITH THE REQUIREMENTS OF CBC 2104A.8.
5. ALL BARS SHALL HAVE A CLEAR DISTANCE TO THE MASONRY SURFACE OF ONE BAR DIAMETER OR ONE-HALF INCH, WHICHEVER IS GREATER. EXCEPT WHERE NOTED OR DETAILED OTHERWISE PLACE BARS AS CLOSE TO THE MASONRY SURFACE AS THESE CLEARANCES WILL PERMIT. BOLTS AND EMBEDS SHALL HAVE A MINIMUM OF 1 INCH GROUT COVER ALL AROUND.
6. VERTICAL REINFORCING IN WALLS SHALL BE ON THE WALL CENTER LINE UNLESS NOTED OTHERWISE.
7. COARSE GROUT SHALL BE PER CBC TABLE 2103A.12 AND SHALL HAVE A 2000 PSI MINIMUM 28-DAY STRENGTH.
8. MORTAR SHALL BE TYPE S PER CBC TABLE 2103A.8(1) AND SHALL HAVE A 1800 PSI MINIMUM 28-DAY STRENGTH.
9. REFER TO GENERAL NOTES UNDER "REINFORCING."

STRUCTURAL STEEL:

1. ALL STRUCTURAL STEEL SHALL BE FABRICATED AND ERECTED IN ACCORDANCE WITH THE LATEST EDITION OF THE AISC SPECIFICATIONS AND CHAPTER 22A OF THE CBC.
2. FABRICATOR SHALL BE LICENSED BY THE LOCAL BUILDING DEPARTMENT FOR THE WORK INDICATED.
3. ALL STRUCTURAL STEEL SHALL CONFORM TO ASTM A-36 EXCEPT AS FOLLOWS:
WIDE FLANGE SHAPES.....ASTM A992 (Fy=50 ksi)
PIPE COLUMNS.....ASTM A53 GRADE B
HOLLOW STRUCTURAL SECTIONS (HSS):
SQUARE AND RECTANGULAR.....ASTM A500 (Fy=46 ksi)
ROUND.....ASTM A500 (Fy=42 ksi)
PLATES AND BARS.....ASTM A572 GRADE 50 (Fy=50 ksi)
4. FABRICATOR SHALL VERIFY ALL DIMENSIONS WITH ARCHITECTURAL AND STRUCTURAL DRAWINGS.
5. FABRICATE BEAM ELEMENTS WITH NATURAL CAMBER UP.
6. ALL BOLTS SHALL BE ASTM A325-N HIGH STRENGTH (H.S.) BOLTS INSTALLED AND TESTED IN ACCORDANCE WITH CBC 1704A.3.3. ANCHOR BOLTS INTO CONCRETE OR MASONRY SHALL CONFORM TO ASTM F-1554 GRADE 36 UNO. MACHINE BOLTS (M.B.) WHERE SPECIFIED, SHALL CONFORM TO ASTM A307. BOLTS HOLES SHALL BE NO MORE THAN 1/16 INCH GREATER THAN THE BOLT DIAMETER, EXCEPT BASE PLATE ANCHOR BOLT HOLES MAY BE 3/16" GREATER THAN THE BOLT DIAMETER.
7. WELDING SHALL CONFORM TO THE LATEST EDITION OF AWS D1.1 SPECIFICATIONS AND CBC CHAPTER 22A. WELDING ELECTRODES SHALL BE E-70XX. WELDERS SHALL BE CERTIFIED.
8. WELD SIZES INDICATED ARE MINIMUM REQUIRED FOR STRESS, CHECK WITH AISC SPECIFICATIONS TABLE J2.4 FOR OTHER REQUIREMENTS.
9. ALL STEEL EXPOSED TO WEATHER SHALL BE HOT-DIPPED GALVANIZED PER ASTM A153.
10. ALL BASE PLATES BEARING ON CONCRETE OR MASONRY SHALL BEAR ON MINIMUM 1.5 INCHES OF NON-METALLIC NON-SHRINK GROUT CONFORMING TO ASTM C1107.

SCOPE OF WORK:

1. MINOR STRUCTURAL MODIFICATIONS TO EXISTING 3 STORY BUILDING CONSISTING OF:
a) REMOVAL OF 444 KIPS OF NON-STRUCTURAL PRECAST CONCRETE ELEMENTS
b) INFILLING VARIOUS WALL OPENINGS
c) CONSTRUCTION OF VARIOUS NEW MANDOR OPENINGS
2. MINOR STRUCTURAL MODIFICATIONS TO EXISTING 1 STORY BUILDINGS CONSISTING OF:
a) REMOVAL OF SECTIONS OF CMU WALL FOR DOOR AND WINDOW OPENINGS.
b) A SMALL 200 SF ADDITION.
3. TWO SMALL 1-STORY ADDITIONS SEISMICALLY SEPARATED FROM EXISTING STRUCTURES.



Division of the
State Architect
CALIFORNIA DEPARTMENT OF GENERAL SERVICES

FORM DSA-103 rev 1/12

Statement of Structural Tests
and Special Inspections

2010 CBC

Page 1 of 5

FINAL

INCREMENT # DSA File No.: 19-80
Application No.: 03113709
Date Submitted: Revised:

School Name	BLAIR HS MODERNIZATION PROJECT	District	PASADENA UNIFIED SCHOOL DISTRICT
INSTRUCTIONS: Click a plus sign (+) before any category or subcategory to reveal additional tests and special inspections. An "X" before a listed test or inspection indicates it is a mandatory requirement. A shaded box indicates a test or special inspection that may be required, depending on the scope of the construction and other issues. A shaded box can be clicked indicating your selection of that test. Note: A minus (-) on a category or subcategory heading indicates that it can be collapsed. However, any selections you may have made will be cleared. Click on the "COMPILE" button to show only the tests finally selected. For more information on use of this form, see DSA-103.INSTR.			

Note: All references to the California Building Code (CBC) are to the 2010 edition.

TEST OR SPECIAL INSPECTION		TYPE		PERFORMED BY		CODE REFERENCE AND NOTES
REQUIRED						
SOILS						
1. GENERAL:						
X	a. Verify that: <ul style="list-style-type: none">• site has been prepared properly prior to placement of controlled fill and/or excavations for foundations,• foundation excavations are extended to proper depth and have reached proper material, and• materials below footings are adequate to achieve the design bearing capacity.	Periodic	GE*	* By geotechnical engineer or his or her qualified representative.		
2. COMPACTED FILLS:						
X	b. Verify use of proper materials and inspect lift thicknesses, placement, and compaction during placement of fill.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.		
X	c. Test compaction of fill.	Test	Lab*	* Under the supervision of the geotechnical engineer.		
4. CAST-IN-PLACE DEEP FOUNDATIONS (PIERS):						
X	a. Inspect drilling operations and maintain complete and accurate records for each pier.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.		
X	b. Verify locations of piers.	Continuous	PI			
X	c. Confirm pier diameters, plumbness, bell diameters (if applicable), lengths, and embedment into bedrock (if applicable). Record concrete or grout volumes.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.		
X	e. Concrete piers.	Provide tests and inspections per CONCRETE section below.				
CONCRETE						
7. CAST IN PLACE CONCRETE						
Material Verification and Testing:						
X	a. Verify use of required design mix.	Periodic	SI & PI*	* To be performed by batch-plant special inspector and project inspector.		

* In the CODE REFERENCE AND NOTES column indicates DSA-SS/ICC sections that can be used by community colleges, per 2010 CBC Sec. 1.9.2.2.



Division of the
State Architect
CALIFORNIA DEPARTMENT OF GENERAL SERVICES

FORM **DSA-103** REV 1/12

Statement of Structural Tests and Special Inspections

2010 CBC

INCREMENT #

DSA File No.:

Application No.:

Date Submitted:

Revised:

Revised:

<input checked="" type="checkbox"/>	b. Test reinforcing steel.	Test	Lab	1916A.2 (1916.1.5*), ASTM A370. See IR 17-10
<input checked="" type="checkbox"/>	c. Perform slump, temperature, and (where required) air content tests.	Test	Lab	ASTM C172, ASTM C31.
<input checked="" type="checkbox"/>	d. Test concrete (compression).	Test	Lab	1905A.6 (1905.6*), ASTM C39.
Inspection:				
<input checked="" type="checkbox"/>	e. Inspect batching of concrete.	Continuous	SI	1704A.4.2; (see 1704A.4.3, option 2 for waiver based on design parameters).
<input checked="" type="checkbox"/>	f. Inspect placement of formwork, reinforcing steel, embedded items and concrete. Inspect curing and form removal.	Continuous	PI*	* May be performed by a special inspector when specifically approved by DSA.
<input checked="" type="checkbox"/>	g. Welding of reinforcing steel.	Provide special inspection per STEEL, category 19.1(d) & (e) and/or 19.2(g) & (h) below.		
11. POST-INSTALLED ANCHORS:				
<input checked="" type="checkbox"/>	a. Inspect installation of post-installed anchors	Continuous	PI	Table 1704A.4
<input checked="" type="checkbox"/>	b. Test post-installed anchors.	Test	Lab	1916A.7 (1916.1.11*).
MASONRY				
13. STRUCTURAL MASONRY:				
Material Verification and testing:				
<input checked="" type="checkbox"/>	a. Test reinforcing steel.	Test	Lab	2103A.13 (2103.13*), ASTM A370.
<input checked="" type="checkbox"/>	b. Test masonry units, mortar and grout (unit strength method).	Test	Lab	1708A.1.4 and 2105A.2.2.1 (or 1708A.1.4, 2105.2.2.1* and 2114.9.1*), ASTM C140, C1586 & C1019.
<input checked="" type="checkbox"/>	c. Test masonry prisms (prism test method).	Test	Lab	2105A.2.2.2 (2105.2.2.2* and 2114.9.2*), ASTM C1314.
<input checked="" type="checkbox"/>	d. Verify proportions of site-prepared, premixed or preblended mortar and grout.	Periodic	SI	ASTM C780.
<input checked="" type="checkbox"/>	e. Test core-drilled samples.	Test	Lab	2105A.4 (2114.9.3*),
Inspection:				
<input checked="" type="checkbox"/>	f. Inspect preparation of prisms.	Continuous	SI	ASTM C1314.
<input checked="" type="checkbox"/>	g. Verify size, location and condition of all dowels, construction supporting masonry, etc.	Periodic	SI	
<input checked="" type="checkbox"/>	h. Verify specified size, grade, and type of reinforcement.	Periodic	SI	
<input checked="" type="checkbox"/>	i. Inspect placement of reinforcement, connectors, masonry units and construction of mortar joints.	Periodic	SI	
<input checked="" type="checkbox"/>	k. Verify protection of masonry during cold weather (temperature below 40° F) or hot weather (temperature above 90° F).	Periodic	SI	2104A.3 and 2104A.4 (2104.3* and 2104.4*).
<input checked="" type="checkbox"/>	l. Inspect type, size, and location of anchors and all other items to be embedded in masonry including other details of anchorage of masonry to structural members, frames and other construction.	Continuous	SI	
<input checked="" type="checkbox"/>	m. Inspect grout space prior to grouting and placement of grout.	Continuous	SI	
15. POST-INSTALLED ANCHORS IN MASONRY:				
<input checked="" type="checkbox"/>	a. Inspect installation of post-installed anchors	Continuous	PI	Table 1704A.5.3
<input checked="" type="checkbox"/>	b. Test post-installed anchors.	Test	Lab	1916A.7 (1916.1.11*), ASTM E488.
STEEL				
Table 1704A.3				

DSA-103
(rev 03-19-12)

+ In the CODE REFERENCE AND NOTES column indicates DSA-SS/CC sections that can be used by community colleges, per 2010 CBC Sec. 1.9.2.2.



Division of the
State Architect
CALIFORNIA DEPARTMENT OF GENERAL SERVICES

FORM **DSA-103** rev 1/12

**Statement of Structural Tests
and Special Inspections**
2010 CBC

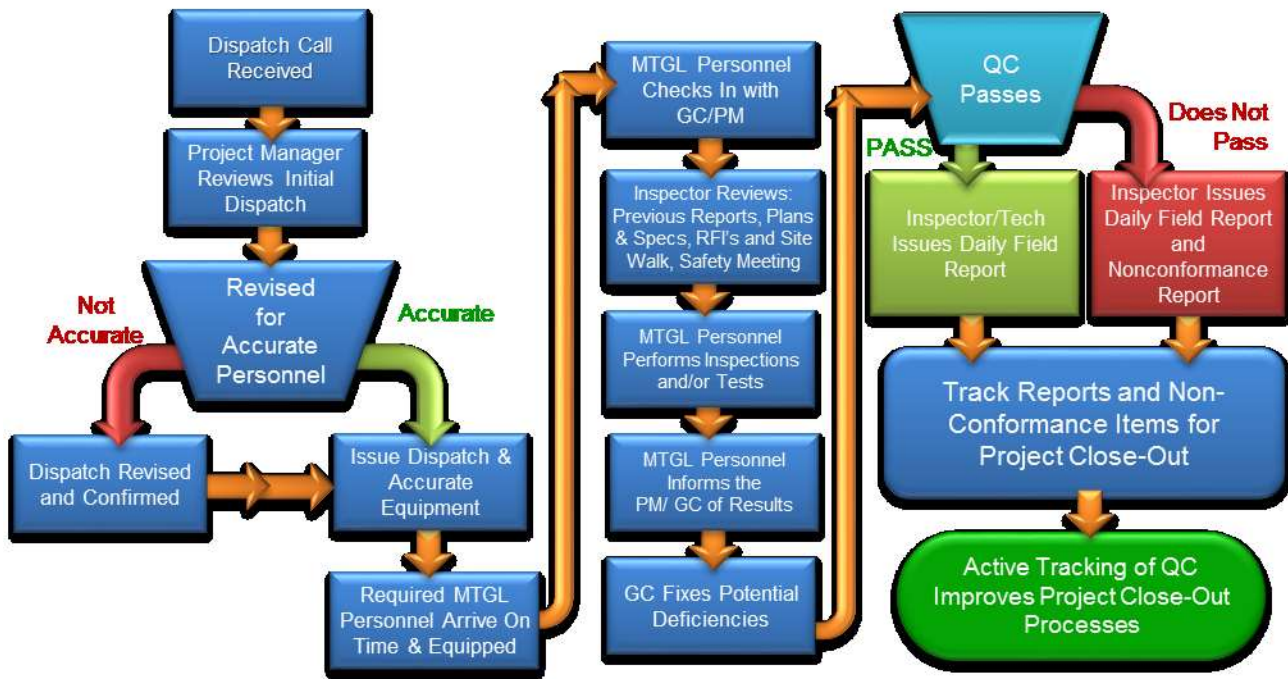
INCREMENT # _____ DSA File No.: **19-80**
Application No.: **03-113709**
Date Submitted: _____ Revised: _____
Revised: _____

- 17. STRUCTURAL STEEL AND COLD-FORMED STEEL USED FOR STRUCTURAL PURPOSES			
Material Verification:			
X	a. Verify that all materials are appropriately marked and that: • Mill certificates indicate material properties that comply with requirements, • Material sizes, types and grades comply with requirements.	Periodic	*
X	b. Test unidentified materials	Test	Lab
Inspection:			
X	d. Verify member locations, bracing and all details constructed in the field.	Continuous	PI
X	e. Verify stiffener locations, connection lap locations and all construction details fabricated in the shop.	Periodic	SI
- 18. HIGH STRENGTH BOLTS:			
Material Verification of High-Strength Bolts, Nuts, and Washers:			
X	a. Verify identification markings and manufacturer's certificates of compliance conform to ASTM standards specified in the DSA approved documents.	Periodic	SI
X	b. Test high-strength bolts, nuts and washers.	Test	Lab
Inspection of High-Strength Bolt Installation:			
X	d. Slip-critical connections.	*	SI
- 19. WELDING:			
Verification of Materials, Equipment, Welders, etc:			
X	a. Verify weld filler material identification markings per AWS designation listed on the DSA approved documents and the WPS.	Periodic	SI
X	b. Verify weld filler material manufacturer's certificate of compliance.	Periodic	SI
X	c. Verify WPS, welder qualifications and equipment.	Periodic	SI
- 19.1 SHOP WELDING:			
X	a. Inspect groove, multi-pass, and fillet welds > 5/16"	Continuous	SI
X	b. Inspect single-pass fillet welds ≤ 5/16"	Periodic	SI
X	c. Inspect welding of stairs and railing systems.	Periodic	SI
- 19.2 FIELD WELDING:			
X	a. Inspect groove, multi-pass, and fillet welds > 5/16"	Continuous	SI
X	b. Inspect single-pass fillet welds ≤ 5/16"	Periodic	SI
X	c. Inspect end-welded studs (ASTM A-108) installation (including bend test)	Periodic	SI
X	d. Inspect floor and roof deck welds	Periodic	SI
X	e. Inspect welding of structural cold-formed steel	Periodic	SI*
X	f. Inspect welding of stairs and railing systems	Periodic	SI*

DSA-103 (rev 03-19-12) + In the CODE REFERENCE AND NOTES column indicates DSA-SS/ICC sections that can be used by community colleges, per 2010 CBC Sec. 1.9.2.2.

2010 CBC			
X	g. Verification of reinforcing steel weldability	Periodic	SI
X	h. Inspect welding of reinforcing steel.	Continuous	SI
- 20. NONDESTRUCTIVE TESTING:			
X	a. Ultrasonic	Test	Lab
X	b. Magnetic Particle	Test	Lab
+ WOOD			
+ OTHER			
Section 1704A.15			

FIELD SERVICES



CONCRETE CONSTRUCTION

Concrete construction services can include, but are not limited to, mix design review, reinforcing bar placement inspection and verification, batch plant inspection, observations during concrete placement, and field sampling/testing of concrete to include verification that the proper mix is being utilized, concrete slump, temperature, air entrainment, unit weight, and fabrication of concrete cylinders for compression testing. Appropriately certified (ICC and/or ACI) technicians will conduct the indicated services. Daily inspection reports will be provided to the authorized PUSD representatives.

Laboratory concrete construction testing services can include tagging and sampling of reinforcing steel at the production plant and reinforcement bar testing for tensile and bend, as well as compression testing of test cylinders. Laboratory test reports will be issued as discussed further in this report.

MASONRY CONSTRUCTION

The certified masonry special inspector services will consist of verification of materials to include reinforcement, concrete masonry units, mortar and grout. Following their verification they will observe the contractor during placement of reinforcement, placement of concrete masonry units, to include observation of motored bed and head joints, and grout placement. During grout placement our inspector will verify pour heights, check for proper clearances and check for proper consolidation during vibrating operations. In addition to their observations and verifications, material sampling will be performed on mortar, grout and concrete masonry unit (CMU) prisms to verify compressive strength per project specifications. Daily inspection reports will be provided to the authorized PUSD representatives. Laboratory test reports will be issued as discussed further in this report.

STRUCTURAL STEEL CONSTRUCTION

An American Welding Society (AWS)-certified CWI inspector will review plans, specifications, and approved shop drawings as part of the structural steel construction inspection services. The inspector will review applicable sections of referenced codes, particularly the American Welding Society Structural Welding Code (AWS D1.1) and the Manual and Specifications of the American Institute of Steel Construction (AISC). The inspector will review welding procedures qualifications when other than standard AWS pre-qualified joints and procedures are involved. The inspector will check each welder's certification and verify that the welder does work only as covered by their certification. The inspector will keep a written record of each welder by name. The inspector will inspect joints for proper preparation, including bevel, root faces, root opening, etc. The inspector will observe multi-pass welds continuously. Daily inspection reports will be provided to the authorized PUSD representatives.

Fabrication inspection often is required out of the county. MTGL, Inc. has three offices in Southern California and will service the request with our closest local office to offer the most cost effective approach to the district. MTGL, Inc.'s AWS-certified inspectors will review mill test reports and check heat numbers with material as received. The inspector will verify that proper identification of steel is maintained during fabrication. Sometimes Steel Fabrication are needed out of State. MTGL, Inc. has effectively provided inspections in Arizona, Utah, Iowa, Texas, and Minnesota. Final verified reports will be created and kept on file at the completion of each stage for a timely affidavit for project closeout and certification.

TORQUE TESTING AND PULL TESTING

MTGL, Inc. can perform Torque Testing and Pull Testing for epoxied/embedded anchorages as requested or required by the project documents/representatives. The request for such services will be scheduled by your on-site representative. Our dispatch department will assure we have the proper values for tension and the size and location of the bolts. Daily inspection reports with the results of the testing will be provided to the authorized PUSD representatives.

FIELD REPORTING

A daily report will be issued at the completion of the day with verified service hours signed by the DSA Project Inspector. The District's Project Manager, Architect, Structural Engineer, and General Contractor's Project Manager will be sent the reports, as appropriate.

PROJECT CLOSE OUT AND CERTIFICATION

MTGL, Inc. is very aware of the requirements for project certification and close out. Our role during construction will incorporate daily review of the technicians and inspection activities to define areas that may need to be re-tested. In some cases, an RFI is issued to the architect for approval. Our corporate policy is to work with the associated sub-contractor to correct the failing areas rapidly as to not interfere with the critical path of construction. In the event the item is not cleared up by means of a re-test or an RFI within the first 72 hours, a deficiency log will be created and will circulate with each week's reports until resolved.

MTGL's staff is looking forward to working with you on this project. Please contact me at (714) 632-2999 or via email skoch@mtgling.com during the review process.

Sincerely,



Steven Koch - Senior Vice President

TESTING SERVICES ACCEPTED		INSPECTION SERVICES ACCEPTED
Earthwork/Lab	Earthwork/Field	Earthwork
<input checked="" type="checkbox"/> Soil	<input checked="" type="checkbox"/> Soil Compaction	<input checked="" type="checkbox"/> Fill Placement
<input checked="" type="checkbox"/> Aggregate		<input checked="" type="checkbox"/> Foundation
<input checked="" type="checkbox"/> Asphalt Concrete		<input checked="" type="checkbox"/> Caissons/Piles
Reinforcing Steel		Reinforcing Steel
<input checked="" type="checkbox"/> Re-Bar Tension and Bend		<input checked="" type="checkbox"/> Welding
<input checked="" type="checkbox"/> Multi-Wire Strand		
<input type="checkbox"/> Chemical Analysis		Concrete
		<input checked="" type="checkbox"/> Batch Plant
Concrete		<input checked="" type="checkbox"/> Re-Bar and Concrete Sampling
<input checked="" type="checkbox"/> Making / Curing Specimens		<input type="checkbox"/> Pre-Stressed Concrete
<input checked="" type="checkbox"/> Drilled Cores / Beams		<input type="checkbox"/> Shotcrete
<input checked="" type="checkbox"/> Compressive Strength		<input type="checkbox"/> Fiber Reinforced Concrete
<input checked="" type="checkbox"/> Length Change		<input type="checkbox"/> Epoxy Injection
<input checked="" type="checkbox"/> Flexural Strength		<input type="checkbox"/> Reinforced Gypsum
<input checked="" type="checkbox"/> Lightweight Concrete		<input checked="" type="checkbox"/> Post Installed Anchors
<input checked="" type="checkbox"/> Mix Design Review		
<input checked="" type="checkbox"/> Splitting Tensile		Masonry
Post Installed Anchors		<input checked="" type="checkbox"/> Batch Plant
<input checked="" type="checkbox"/> Torque	<input checked="" type="checkbox"/> Proof Load	<input checked="" type="checkbox"/> Masonry Placement
		<input checked="" type="checkbox"/> Post Installed Anchors
Masonry		Structural Metals
<input checked="" type="checkbox"/> Making / Curing Specimens		<input checked="" type="checkbox"/> Welding
<input checked="" type="checkbox"/> Grout Compressive Strength		<input checked="" type="checkbox"/> High Strength Bolting
<input checked="" type="checkbox"/> Prism Compressive Strength		<input type="checkbox"/> Spray-Applied Fireproofing
<input checked="" type="checkbox"/> Unit Compr. Strength	<input checked="" type="checkbox"/> Absorption	
<input checked="" type="checkbox"/> Dimensions	<input checked="" type="checkbox"/> Masonry Shear	
<input checked="" type="checkbox"/> Drying Shrinkage		
		Other Inspection Services:
Metals/Lab	Metals/Field-N.D.T	
Structural Steel	<input checked="" type="checkbox"/> Liquid Penetrant	
<input checked="" type="checkbox"/> Tension	<input checked="" type="checkbox"/> Magnetic Particle	
<input checked="" type="checkbox"/> Bend	<input checked="" type="checkbox"/> Ultrasonic	
<input checked="" type="checkbox"/> Density of SFRM		
High Strength Bolt	<input type="checkbox"/> Radiographic	
<input checked="" type="checkbox"/> Tension		Other Tests:
<input checked="" type="checkbox"/> Hardness		
<input type="checkbox"/> Charpy V - Notch		
Roofing		
<input checked="" type="checkbox"/> Tiles	<input type="checkbox"/> Built-Up	

Approved by:  Date: June 20, 2016

Division of the State Architect LEA Acceptance for MTGL, Inc., LEA# 198 is effective until
April 9, 2020.

Certifications:

MTGL, Inc. is fully certified by numerous agencies to provide Geotechnical Investigations, Special Inspection and Materials Testing. Our testing laboratories are fully certified and can provide virtually any tests required.

Our certifications include:

- AASHTO
- CCRL
- Caltrans
- Division of State Architect
- County of Los Angeles
- City of Los Angeles
- City of San Diego
- US Army Corps of Engineers



MTGL Inc - #1758925

SUPPLIER PROFILE

Legal Business Name	MTGL Inc		
Doing Business As	MTGL Inc		
Address	2992 E. La Palma, Suite A ANAHEIM, CA 92806	Phone	(714) 632-2999
		FAX	(714) 632-2974
Email	skoch@mtglinc.com		
Web Page	http://www.mtglinc.com		
Business Types	Service		
Service Areas	Alpine, Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego, Ventura,		
Keywords	comprehensive geotechnical and materials engineering services specializing in the following areas: Geotechnical Engineering, Construction Inspection/ Testing, Materials Engineering/ Construction Consulting, Pavement Consulting, Non-destructive Examination		
Classifications	811015 - Civil engineering		

Active Certifications

TYPE	STATUS	FROM	TO
SB (Micro)	Approved	Nov 11, 2013	Nov 30, 2017

Certification History

TYPE	STATUS	FROM	TO
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American Association of State Highway and Transportation Officials AASHTO Accreditation Program Certificate of Accreditation

This is to signify that

MTGL, Inc.
in
Anaheim, California







has demonstrated proficiency for the testing of construction materials and
has conformed to the minimum requirements established in AASHTO R 18 and
ISO/IEC 17025. AASHTO R 18 requirements have been set forth by the
AASHTO Highway Subcommittee on Materials (HSOM).





The scope of accreditation can be viewed on the
AAP Directory of Accredited Laboratories on www.aaml.net.


Bud Wright, Executive Director
AASHTO
THE VOICE OF TRANSPORTATION


Moe Jamshidi, AASHTO HSOM Chair
AASHTO R18











AASHTO R18 Accredited since 1/10/2011

MTGL, Inc.

2992 East La Palma Ave, Suite A, Anaheim, CA 92806



Quality Systems - accredited since 1/10/2011
R18, C1077 (Aggregate & Concrete), C1093 (Masonry), D3666 (Aggregate & Hot Mix Asphalt), D3666, D3740 (Soil), E329 (Aggregate, Hot Mix Asphalt, Concrete & Soil)

Hot Mix Asphalt - accredited since 10/22/2003
R47, T30, T164, T166, T209, T245, T246, T247, T269, T275, T283, T308, T312, T324, T329, D1188, D1560 (Stability), D1561, D2041, D2172, D2726, D2950, D3203, D4867, D5444, D6307, D6925, D6926, D6927

Soil - accredited since 10/22/2003
R58, T89, T90, T99, T176, T180, T190, T265, T310, D421, D698, D1140, D1557, D2216, D2419, D2844, D4318, D6938

Aggregate - accredited since 2/15/2001
T2, T11, T19, T21, T27, T84, T85, T176, T210, T248, T255, T304, T335, C29, C40, C117, C127, C128, C136, C566, C702, C1252, D75, D2419, D3744, D4791, D5821

Portland Cement Concrete - accredited since 11/20/2003
M201, R39, R60, T22, T23, T97, T119, T121, T152, T196, T231, T309, C31, C39, C78, C138, C143, C172, C173, C192, C231, C511, C617, C1064, C1231

Masonry - accredited since 5/1/2005
M201 / C511 (Moist Cabinets, Moist Rooms, and Water Storage Tanks Used in the testing of Hydraulic Cements and Concretes)
C140 (CMU: Absorption, Compressive Strength, Measurement, Sampling), C1019 (Sampling and Testing Grout)
C1552 (Capping Concrete Masonry Units, Related Units and Masonry Prisms for Compression Testing)

Metals - accredited since 10/10/2008
M31-T244 / A615-A370 (Carbon-Steel Bars, Deformed and Plain: Tensile Strength), M31-T285 / A615-E290 (Carbon-Steel Bars, Deformed and Plain: Bend Test) M322-T244 / A996-A370 (Rail Steel and Axle Steel: Tensile Strength), M322-T285 / A996-E290 (Rail Steel and Axle Steel: Bend Test)
A325 (High Strength Bolts: Rotational Capacity) A706-A370 (Low Alloy Steel Bars, Deformed and Plain: Tensile Test), A706-E290 (Low Alloy Steel Bars, Deformed and Plain: Bend Test)

Certifications Continued:



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

CALIFORNIA UNIFIED CERTIFICATION PROGRAM



October 16, 2012

CUCP #33843
Metro File # 1199

Marianne Sierra
MTGL Inc.
2992 E. La Palma Ave. Suite A
Anaheim, CA 92806

RE: Disadvantaged Business Enterprise Certification

Dear Ms. Sierra:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended. This certification will be recognized by all of the U.S. DOT recipients in California. Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific areas of expertise that you have identified on the NAICS codes form of the application package:

<u>NAICS (2007)</u>	<u>Description</u>	<u>Size Standard</u>
541380	Testing Laboratories	\$14 million
541620	Environmental Consulting Services	\$14 million

Your DBE certification applies only for the above codes. You may review your firm's information in the CUCP DBE database which can be accessed at the CUCP website at www.californiaucp.org. Any additions and revisions must be submitted to Metro for review and approval.

In order to assure continuing DBE status, you must submit annually a No Change Declaration form (which will be sent to you) with supporting documentation. Based on your annual submission that no change in ownership and control has occurred, or if changes have occurred, they do not affect your firm's DBE standing, the DBE certification of your firm will continue until or unless it is removed by our agency.

Also, should any changes occur that could affect your certification status prior to receipt of the DBE Declaration, such as changes in your firm's name, business/mailling address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records and documents by Metro.

Congratulations, and thank you for your interest in the DBE program. I wish you every business success and should you have any questions, please contact us at [213-922-2600](tel:213-922-2600). For information on Metro contracting opportunities, please visit our website at www.metro.net.

Sincerely,

Shirley Wong
Certification Representative
Diversity & Economic Opportunity Department

C:\Documents and Settings\jervin\My Documents\M - MTA Files\CERTIFICATION\Cert-Stand\Shirley Wong\M Files\MTGL Inc. DBE.doc

10/16/12

Small Business Certification Unit
One Gateway Plaza, Mail Stop 99-8-4, Los Angeles, CA 90012-2952
Ph: 213-922-2600 Fax: 213-922-7660





Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

October 16, 2012

Metro File # 1199

Marianne Sierra
MTGL Inc.
2992 E. La Palma Ave, Suite A
Anaheim, CA 92806

Re: Small Business Enterprise Certification

Dear Ms. Sierra:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Small Business Enterprise (SBE) as required under the Metro SBE Program. Your firm will be listed in the Metro SBE database of certified SBEs under the following specific areas of expertise:

<u>NAICS (2007)</u>	<u>Description</u>	<u>Size Standard</u>
541380	Testing Laboratories	\$14 million
541620	Environmental Consulting Services	\$14 million

Your SBE certification is good for five years from the date of this letter and applies only for the above NAICS 2007 codes. Requests for additional or revised NAICS 2007 codes must be made in writing to Metro. After the five-year certification period, your entire file will be reviewed in order to ascertain continued SBE certification status. You will be notified of the pending SBE status review and any documentation updates necessary prior to the expiration date.

Should any changes occur that could affect your certification status, such as changes in your firm's name, business/mailling address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately. SBE certification is subject to review at any time.

Metro reserves the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading, or incorrect information. Metro also reserves the right to request additional information and/or conduct on-site visits at any time during the certification period. The firm thereby consents to the examination of its books, records, and documents by the Metro.

Congratulations, and thank you for your interest in Metro's SBE Program. I wish you every business success and should you have any questions, please contact us at [213-922-2600](tel:213-922-2600). For information on Metro contracting opportunities, please visit our website at www.metro.net.

Sincerely,

Shirley Wong
Certification Representative
Diversity & Economic Opportunity Department





“Providing Value in Quality Control”



Geotechnical, Materials Testing and Special Inspection Services
for: MTGL, Inc.

Presented by Steven Koch



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

Topic: APPROVAL OF RENEWAL OF THE CONSULTING AGREEMENT WITH ANSON RANE FOR PROJECT MANAGER SERVICES (ARCHITECTURE) FOR THE 2017-2018 FISCAL YEAR.

Recommendation: The Board of Education Approve the Consulting Contract with Anson Rane, for Project Manager Services (Architecture) for the 2017-2018 FY.

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

I. BACKGROUND

Prior to the reduction in Measure TT Staffing, the need for additional Project Managers was discussed. On July 30, 2013, due to the number of staff and the number of large construction projects awarded (over \$120 million), the Board of Education approved of staff adding a consultant for project management.

II. STAFF ANALYSIS/DISCUSSION

Anson Rane was identified as a top candidate that met the qualifications for the Project Manager with background emphasis in Architecture. District Staff recommends that the Board approve the Consulting Contract with Anson Rane, for Project Manager Services for the 2017-2018 Fiscal Year.

The Facilities Committee vetted this Board Report on May 18, 2017.

Attachments: Consulting Agreement for Anson Rane

III. FISCAL IMPACT

The contractual services are estimated to cost approximately \$150,000.00 (not-to-exceed) at a set rate of \$74.00 per hour for the term commencing July 1, 2017 through June 30, 2018. These funds are available in the Measure TT account.

**Pasadena Unified School District
Board of Education Agenda: May 25, 2017
Prepared by: Nelson Cayabyab, Chief Facilities Officer**

Funding code: 21.1-95000.0-00000-85000-6265-000710

Originator: Nelson Cayabyab, Chief Facilities Officer

**PROJECT MANAGER
CONSULTANT SERVICES AGREEMENT**

This AGREEMENT is made and entered into this 1st day of July in the year 2017 between PASADENA UNIFIED SCHOOL DISTRICT, (“DISTRICT”), and **Anson Rane**, an individual, (“CONSULTANT”). The DISTRICT and the CONSULTANT are sometimes referred to herein as a “PARTY” and collectively as the “PARTIES.”

WHEREAS, the DISTRICT requires specialized services as an PROJECT MANAGER for Facilities Master Plan projects for (“PROJECT”); and

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

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

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

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

NOW, THEREFORE, the PARTIES hereto agree as follows:

**ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT**

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

2. PERIOD OF PERFORMANCE. This AGREEMENT shall commence on July 1, 2016 and shall terminate on June 30, 2017, unless extended for an additional twelve month term based on a satisfactory evaluation of the first three months of service (“Period of Performance”). CONSULTANT shall complete all SERVICES for the PROJECT within the Period of Performance.

3. COMPENSATION TO CONSULTANT. DISTRICT agrees to pay CONSULTANT for the SERVICES in accordance with the rates set forth at the rate of \$74.00 per hour. No reimbursement will be made for any expenses above this Total Compensation amount. For the term commencing July 1, 2017 through June 30, 2018 the estimated costs is \$150,000.00(not to exceed). Invoices shall be submitted on a bi-monthly basis and submitted in a form acceptable to the DISTRICT. Invoices shall include a breakdown of activities by date, time spent for each task,

identification of the individual performing the service, and a description of the service provided during that time period.

ARTICLE II

CONSULTANT'S SERVICES AND RESPONSIBILITIES

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

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

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

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

ARTICLE III

TERMINATION

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

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

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

until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services.

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

ARTICLE IV

CONSULTANT'S DRAWINGS, SPECIFICATIONS, AND REPORTS

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

ARTICLE V

ACCOUNTING RECORDS OF THE CONSULTANT

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

ARTICLE VI

ADDITIONAL CONSULTANT SERVICES

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

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

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

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

INDEMNITY AND INSURANCE

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

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

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

c. Not Used

d. Not Used

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

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

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

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

c. NOT USED

d. NOT USED

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

ARTICLE VII

MISCELLANEOUS

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

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

TO THE DISTRICT:

PASADENA UNIFIED SCHOOL DISTRICT
740 W. Woodbury Road
Pasadena, CA 91103
Phone: (626) 396-5850 x 89199
Attention: Nelson Cayabyab, Chief Facilities Officer

TO CONSULTANT:

Anson Rane
5850 Irvine Ave.
North Hollywood, CA 91601
Phone: (949) 836-7811

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

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

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

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

7. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

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

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

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

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

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

in this AGREEMENT to a Section, unless specified otherwise, shall be a reference to a Section of this AGREEMENT.

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

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

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

CONSULTANT:

DISTRICT:

Pasadena Unified School District

By: _____
Anson Rane

By: _____
Nelson Cayabyab
Chief Facilities Officer

Attachment A

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

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

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

Topic: APPROVAL OF THE RENEWAL OF THE CONSULTING AGREEMENT WITH KRZYSZTOF J. ZAZIRSKI DBA T24 CONSULTING, INC FOR PROJECT MANAGER SERVICES FOR THE 2017-2018 FISCAL YEAR.

RECOMMENDATION: The Board of Education Approve the Renewal of the Consulting Contract with Krzysztof J. Zazirski dba T24 Consulting, Inc. for Project Manager Services (Technology/Mechanical Engineering Processes) and for the 2017-2018 Fiscal Year

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

I. BACKGROUND

The Facilities Organization was approved by the Board January 13, 2009 and revised March 2011 to include Project Managers to assist on all district-wide projects. Since April 2, 2012, Kris Zazirski, dba T24 Consulting, Inc., has been serving as a Project Manager. During this period, services have been provided for Altadena, Blair, Muir and other projects. Many projects under Measure TT have and continue to benefit from his skills and knowledge of school construction.

II. STAFF ANALYSIS

At the February 28, 2012 Facilities Committee approved a revised staffing plan, which reflected adding additional Project Managers in lieu of filling the vacant Owners Representative position. This revised plan reduced the management costs for Measure TT projects. Mr. Kris Zazirski, dba T24 Consulting, Inc., was identified as one of the top candidates that met the qualifications for the Project Manager. T24 Consulting, Inc. has done an excellent job representing the District the past 12 months. District Staff recommends that the Board approve the renewal of T24 Consulting, Inc.'s contract for Project Management Services for one year for the 2017-2018 Fiscal Year.

The Facilities Committee vetted this Board Report on May 18, 2017.

Attachment: Consulting Agreement – T24 Consulting, Inc.

III. FISCAL IMPACT

The contractual services are set at not-to-exceed \$159,000.00 for the fiscal year. This amount includes \$150,000.00 (not-to-exceed) at a set rate of \$74.00 per hour for Project Management Services for the term commencing July 1, 2017 through June 30, 2018, and \$750.00 per month for Website Maintenance. These funds are available in the Measure TT account.

Pasadena Unified School District
Board of Education Agenda: May 25, 2017
Prepared by: Nelson M. Cayabyab, Chief Facilities Officer

Funding Code: 21.1-95000.0-00000-85000-6265-000710

Originator: Nelson Cayabyab, Chief Facilities Officer

DRAFT

**PROJECT MANAGER
CONSULTANT SERVICES AGREEMENT**

This AGREEMENT is made and entered into this 1st day of July in the year 2017 between PASADENA UNIFIED SCHOOL DISTRICT, (“DISTRICT”), and Krzysztof J. Zazirski dba **T24 Consulting, Inc**, an individual, (“CONSULTANT”). The DISTRICT and the CONSULTANT are sometimes referred to herein as a “PARTY” and collectively as the “PARTIES.”

WHEREAS, the DISTRICT requires specialized services as an PROJECT MANAGER for Facilities Master Plan projects for (“PROJECT”); and

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

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

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

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

NOW, THEREFORE, the PARTIES hereto agree as follows:

**ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT**

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

2. PERIOD OF PERFORMANCE. This AGREEMENT shall commence on July 1, 2017 and shall terminate on June 30, 2018 unless extended for an additional twelve month term based on a satisfactory evaluation of the first three months of service (“Period of Performance”). CONSULTANT shall complete all SERVICES for the PROJECT within the Period of Performance.

3. COMPENSATION TO CONSULTANT. DISTRICT agrees to pay CONSULTANT for the SERVICES in accordance with the rates set forth at the rate of \$74.00

per hour. No reimbursement will be made for any expenses above this Total Compensation amount. For the term commencing July 1, 2017 through June 30, 2018 the estimated costs is \$150,000 (not to exceed). Invoices shall be submitted on a bi-monthly basis and submitted in a form acceptable to the DISTRICT. Invoices shall include a breakdown of activities by date, time spent for each task, identification of the individual performing the service, and a description of the service provided during that time period.

In addition, District agrees to pay Consultant \$750.00 per month (not to exceed) for Website Maintenance. Total cost for the term commencing July 1, 2017 through June 30, 2018 is \$9,000.00 (not to exceed). Website maintenance to include but not limited to: maintaining and updating existing pages as directed using the existing design, HTML updates, post images, files, videos and PDFs as provided by the District, add new web pages using the existing design, quarterly report of traffic to site, design modifications or minor adjustments and perform regular backups.

ARTICLE II

CONSULTANT'S SERVICES AND RESPONSIBILITIES

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

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

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

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

ARTICLE III

TERMINATION

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

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

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

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

ARTICLE IV

CONSULTANT'S DRAWINGS, SPECIFICATIONS, AND REPORTS

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

ARTICLE V

ACCOUNTING RECORDS OF THE CONSULTANT

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

ARTICLE VI

ADDITIONAL CONSULTANT SERVICES

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

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

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

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

ARTICLE VII

INDEMNITY AND INSURANCE

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

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

b. General Liability: Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with

any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, upon or in connection with the PROJECT, except for liability resulting from the negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT, and

c. Not Used

d. Not Used

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

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

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

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

c. NOT USED

d. NOT USED

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

of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

ARTICLE VIII

MISCELLANEOUS

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

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

TO THE DISTRICT:

PASADENA UNIFIED SCHOOL DISTRICT
740 W. Woodbury Road
Pasadena, CA 91103
Nelson Cayabyab, Chief Facilities Officer

TO CONSULTANT:

Krzysztof J. Zazirski
T24 Consulting, Inc.
28428 Santa Rosa Ln.
Santa Clarita, CA 91350

3. **FINGERPRINTING REQUIREMENTS.** Education Code Section 45125.1 states that if employees of any consultant providing services at a school site might have any contact with any under age pupils (younger than 18 years of age); those employees shall be fingerprinted by the Department of Justice (DOJ) before entering to determine that they have not been convicted of a serious or violent felony. If the DISTRICT determines that more than limited

contact with students will occur during the performance of these SERVICES by CONSULTANT, CONSULTANT will not perform SERVICES until all employees providing SERVICES have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to DISTRICT.

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

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

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

7. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

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

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

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

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

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

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

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

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

CONSULTANT:

DISTRICT:

By: _____
Krzysztof J. Zazirski, President
T24 Consulting, Inc.

By: _____
Nelson Cayabyab
Chief Facilities Officer
Pasadena Unified School District

Attachment A

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

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

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

Topic: APPROVAL OF RENEWAL OF CONSULTING AGREEMENT WITH NED K. CONSTRUCTION SERVICE INC. FOR PROJECT MANAGER SERVICES 2017-2018 FISCAL YEAR.

Recommendation: The Board of Education Approves the Consulting Contract with Ned K. Construction Service Inc., for Project Manager Inspection Services (DSA Project Inspector – Class 1) for the 2017-2018 Fiscal Year.

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

I. BACKGROUND

Prior to the reduction in Measure TT Staffing, the need for additional Project Managers was discussed. On July 30, 2013, due to the number of staff and the number of large construction projects awarded (over \$60 million), the Board of Education approved of staff adding a consultant for project management.

II. STAFF ANALYSIS

Ned K. Construction Service Inc. was identified as a top candidate that met the qualifications for the Project Manager with background emphasis in Inspection Services. District Staff recommends that the Board approve the Consulting Contract with Ned K. Construction Service Inc., for Project Manager Services for the term commencing on July 1, 2017 through June 30, 2018.

The Facilities Committee vetted this Board Report on May 18, 2017.

Attachments: Consulting Agreement for Ned K. Construction Service Inc.

III. FISCAL IMPACT

The contractual services are estimated to cost approximately \$164,320.00 (not-to-exceed) at a set rate of \$84.00 per hour. for the term commencing July 1, 2017 through June 30, 2018. These funds are available in the Measure TT account.

Pasadena Unified School District
Board of Education Agenda: May 25, 2017
Prepared by: Nelson M. Cayabyab, Chief Facilities Officer

Funding Code: 21.1-95000.0-00000-85000-6265-000710

Originator: Nelson M. Cayabyab, Chief Facilities Officer

**PROJECT MANAGER
CONSULTANT SERVICES AGREEMENT**

This AGREEMENT is made and entered into this 1st day of July in the year 2017 between PASADENA UNIFIED SCHOOL DISTRICT, ("DISTRICT"), and **Ned K. dba Construction Services, Inc.**, a corporation, ("CONSULTANT"). The DISTRICT and the CONSULTANT are sometimes referred to herein as a "PARTY" and collectively as the "PARTIES."

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

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

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

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

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

NOW, THEREFORE, the PARTIES hereto agree as follows:

**ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT**

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

2. **PERIOD OF PERFORMANCE.** This AGREEMENT shall commence on July 1, 2017 and shall terminate on June 30, 2018, unless extended for an additional twelve month terms based on a satisfactory evaluation of the first three months of service ("Period of Performance"). CONSULTANT shall complete all SERVICES for the PROJECT within the Period of Performance.

3. **COMPENSATION TO CONSULTANT.** DISTRICT agrees to pay CONSULTANT for the SERVICES in accordance with the rates set forth at the rate of \$84.00 per hour. No reimbursement will be made for any expenses above this total compensation amount. For the term commencing July 1, 2017 through June 30, 2018 the estimated costs is \$164,320.00 (Not to exceed). Invoices shall be submitted on a bi-monthly basis and submitted in a form acceptable to the DISTRICT. Invoices shall include a breakdown of activities by date, time spent for each task,

identification of the individual performing the service, and a description of the service provided during that time period.

ARTICLE II

CONSULTANT'S SERVICES AND RESPONSIBILITIES

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

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

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

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

ARTICLE III

TERMINATION

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

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

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

until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services.

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

ARTICLE IV

CONSULTANT'S DRAWINGS, SPECIFICATIONS, AND REPORTS

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

ARTICLE V

ACCOUNTING RECORDS OF THE CONSULTANT

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

ARTICLE VI

ADDITIONAL CONSULTANT SERVICES

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

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

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

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

INDEMNITY AND INSURANCE

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

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

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

c. Not Used

d. Not Used

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

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

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

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

c. NOT USED

d. NOT USED

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

ARTICLE VII MISCELLANEOUS

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

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

TO THE DISTRICT:

PASADENA UNIFIED SCHOOL DISTRICT
740 W. Woodbury Road
Pasadena, CA 91103
Phone: (626) 396-5850 x 89199
Attention: Nelson Cayabyab, Chief Facilities Officer

TO CONSULTANT:

Ned K. Construction Service Inc.
2827 Orange Avenue
La Crescenta, CA 91214
Phone: (818) 268-9116

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

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

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

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

7. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

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

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

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

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

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

in this AGREEMENT to a Section, unless specified otherwise, shall be a reference to a Section of this AGREEMENT.

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

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

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

CONSULTANT:

DISTRICT:

Pasadena Unified School District

By: _____
Ned Khachian

By: _____
Nelson Cayabyab
Chief Facilities Officer

Attachment A

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

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

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

Topic: APPROVAL OF CONSULTING CONTRACT WITH JAMES VANTRUNG VU FOR PROJECT MANAGER SERVICES (ENGINEER) FOR THE FISCAL YEAR 2017/2018.

Recommendation: The Board of Education Approve the Consulting Contract with James Vantrung Vu, for Project Manager Services (Engineer) for the 2017-2018 Fiscal Year.

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

I. BACKGROUND

Prior to the reduction in Measure TT Staffing, the need for additional Project Managers was discussed. On July 30, 2013, due to the number of staff and the number of large construction projects awarded (over \$60 million), the Board of Education approved of staff adding a consultant for project management.

II. STAFF ANALYSIS

James Vantrung Vu was identified as a top candidate that met the qualifications for the Project Manager with the background emphasis in Engineering. District Staff recommends that the Board approve the Consulting Contract with James Vantrung Vu, for Project Manager Services for the term commencing on July 1, 2017 through June 30, 2018.

The Facilities Committee vetted this Board Report on May 18, 2017.

Attachments: Consulting Agreement for James Vantrung Vu.

III. FISCAL IMPACT

The contractual services are estimated to cost approximately \$150,000.00 (not-to-exceed) at a set rate of \$74.00 per hour for the term commencing July 1, 2017 through June 30, 2018. These funds are available in the Measure TT account.

Pasadena Unified School District
Board of Education Agenda: May 25, 2017
Prepared by: Nelson M. Cayabyab, Chief Facilities Officer

Funding code: 21.1-95000.0-00000-85000-6265-0000710

Originator: Nelson M. Cayabyab, Chief Facilities Officer

**PROJECT MANAGER
CONSULTANT SERVICES AGREEMENT**

This AGREEMENT is made and entered into this 1st day of July in the year 2017 between PASADENA UNIFIED SCHOOL DISTRICT, (“DISTRICT”), and **James Vantrung Vu** , an individual, (“CONSULTANT”). The DISTRICT and the CONSULTANT are sometimes referred to herein as a “PARTY” and collectively as the “PARTIES.”

WHEREAS, the DISTRICT requires specialized services as an PROJECT MANAGER for Facilities Master Plan projects for (“PROJECT”); and

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

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

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

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

NOW, THEREFORE, the PARTIES hereto agree as follows:

**ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT**

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

2. PERIOD OF PERFORMANCE. This AGREEMENT shall commence on July 1, 2017 and shall terminate on June 30, 2018, unless extended for an additional twelve month terms based on a satisfactory evaluation of the first three months of service (“Period of Performance”). CONSULTANT shall complete all SERVICES for the PROJECT within the Period of Performance.

3. COMPENSATION TO CONSULTANT. DISTRICT agrees to pay CONSULTANT for the SERVICES in accordance with the rates set forth at the rate of \$74.00 per hour. No reimbursement will be made for any expenses above this Total Compensation amount. For the term commencing July 1, 2017 through June 30, 2018 the estimated costs is \$150,000.00(not to exceed). Invoices shall be submitted on a bi-monthly basis and submitted in a form acceptable to the DISTRICT. Invoices shall include a breakdown of activities by date, time spent for each task,

identification of the individual performing the service, and a description of the service provided during that time period.

ARTICLE II

CONSULTANT'S SERVICES AND RESPONSIBILITIES

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

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

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

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

ARTICLE III

TERMINATION

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

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

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

until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services.

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

ARTICLE IV

CONSULTANT'S DRAWINGS, SPECIFICATIONS, AND REPORTS

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

ARTICLE V

ACCOUNTING RECORDS OF THE CONSULTANT

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

ARTICLE VI

ADDITIONAL CONSULTANT SERVICES

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

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

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

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

INDEMNITY AND INSURANCE

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

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

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

c. Not Used

d. Not Used

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

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

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

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

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d. NOT USED

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

ARTICLE VII

MISCELLANEOUS

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

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

TO THE DISTRICT:

PASADENA UNIFIED SCHOOL DISTRICT
740 W. Woodbury Road
Pasadena, CA 91103
Phone: (626) 396-5850 x 89199
Attention: Nelson Cayabyab, Chief Facilities Officer

TO CONSULTANT:

James Vantrung Vu
5728 Brianhead Dr.
Corona, CA. 92880

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

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

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

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

7. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

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

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

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

in this AGREEMENT to a Section, unless specified otherwise, shall be a reference to a Section of this AGREEMENT.

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

CONSULTANT:

DISTRICT:

Pasadena Unified School District

By: _____
James Vantrung Vu

By: _____
Nelson Cayabyab
Chief Facilities Officer

Attachment A

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

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

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

Topic: APPROVAL RENEWAL OF CONSULTING CONTRACT WITH RICHARD KENT FOR PROJECT MANAGER SERVICES FOR THE 2017-2018 FISCAL YEAR.

RECOMMENDATION: The Board of Education Approve the Consulting Contract with Richard Kent for Project Manager Services for the 2016-2017 fiscal year.

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

I. BACKGROUND

The Facilities Organization was approved by the Board January 13, 2009 and revised March 2011 to include Project Managers to assist on all district-wide projects. Since July 1, 2011, Richard Kent has been serving as a Project Manager. During this period, services have been provided for Blair, Sierra Madre, McKinley and other projects. Many projects under Measure TT have and continue to benefit from his skills and knowledge of school construction.

II. STAFF ANALYSIS

In March 2011, the Facilities Subcommittee authorized the Chief Facilities Officer to directly hire the best-qualified Project Managers to assist on the Measure TT Construction Projects. Mr. Richard Kent was identified as one of the top candidates that met the qualifications for the Project Manager. Richard Kent has done an excellent job representing the District the past 12 months. District Staff recommends that the Board approve the renewal of Richard Kent's contract for Project Management Services for one year for the 2017-2018 Fiscal Year.

The Facilities Committee vetted this Board Report on May 18, 2016.

Attachments: Consulting Agreement – Richard Kent.

III. FISCAL IMPACT

The contractual services are estimated to cost approximately \$150,000.00 (not-to-exceed) at a set rate of \$74.00 per hour for the term commencing July 1, 2017 through June 30, 2018. These funds are available in the Measure TT account.

Pasadena Unified School District

Board of Education Agenda: May 25, 2017

Prepared by: Nelson M. Cayabyab, Chief Facilities Officer

Funding code: 21.1-95000.0-00000-85000-6265-000710

Originator: Nelson M. Cayabyab, Chief Facilities Officer

DRAFT

**PROJECT MANAGER
CONSULTANT SERVICES AGREEMENT**

This AGREEMENT is made and entered into this 1st day of July in the year 2017 between PASADENA UNIFIED SCHOOL DISTRICT, ("DISTRICT"), and **Richard Kent**, an individual, ("CONSULTANT"). The DISTRICT and the CONSULTANT are sometimes referred to herein as a "PARTY" and collectively as the "PARTIES."

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

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

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

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

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

NOW, THEREFORE, the PARTIES hereto agree as follows:

**ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT**

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

2. **PERIOD OF PERFORMANCE.** This AGREEMENT shall commence on July 1, 2016 and shall terminate on June 30, 2017, unless extended for an additional twelve month term based on a satisfactory evaluation of the first three months of service ("Period of Performance"). CONSULTANT shall complete all SERVICES for the PROJECT within the Period of Performance.

3. **COMPENSATION TO CONSULTANT.** DISTRICT agrees to pay CONSULTANT for the SERVICES in accordance with the rates set forth at the rate of \$74.00 per hour. No reimbursement will be made for any expenses above this Total Compensation amount. For the term commencing July 1, 2017 through June 30, 2018 the estimated costs is \$150,000.00 (not to exceed). Invoices shall be submitted on a bi-monthly basis and submitted in a form acceptable to the DISTRICT. Invoices shall include a breakdown of activities by date, time spent for each task,

identification of the individual performing the service, and a description of the service provided during that time period.

ARTICLE II

CONSULTANT'S SERVICES AND RESPONSIBILITIES

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

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

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

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

ARTICLE III

TERMINATION

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

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

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

until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services.

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

ARTICLE IV

CONSULTANT'S DRAWINGS, SPECIFICATIONS, AND REPORTS

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

ARTICLE V

ACCOUNTING RECORDS OF THE CONSULTANT

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

ARTICLE VI

ADDITIONAL CONSULTANT SERVICES

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

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

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

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

INDEMNITY AND INSURANCE

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

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

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

c. Not Used

d. Not Used

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

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

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

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

c. NOT USED

d. NOT USED

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

ARTICLE VII

MISCELLANEOUS

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

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

TO THE DISTRICT:

PASADENA UNIFIED SCHOOL DISTRICT
740 W. Woodbury Road
Pasadena, CA 91103
Phone: (626) 396-5850 x 89199
Attention: Nelson Cayabyab, Chief Facilities Officer

TO CONSULTANT:

Richard Kent
3003 Sleepy Hollow Street
Simi Valley, CA 93065

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

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

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

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

7. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

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

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

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

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

12. In interpreting this AGREEMENT, it shall be deemed to have been prepared by the PARTIES jointly, and no ambiguity shall be resolved against the DISTRICT on the premise that it or its attorneys were responsible for drafting this AGREEMENT or any provision hereof. The captions or headings set forth in this AGREEMENT are for convenience only and in no way define, limit, or

describe the scope or intent of any Sections or other provisions of this AGREEMENT. Any reference in this AGREEMENT to a Section, unless specified otherwise, shall be a reference to a Section of this AGREEMENT.

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

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

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

CONSULTANT:

DISTRICT:

Pasadena Unified School District

By: _____
Richard Kent

By: _____
Nelson Cayabyab
Chief Facilities Officer

Attachment A

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

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

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

Topic: APPROVAL OF RENEWAL OF CONSULTING CONTRACT WITH GEORGE KWITER DBA GYK CONSULTING FOR PROJECT MANAGER SERVICES.

RECOMMENDATION: The Board of Education Approve the Consulting Contract with George Kwiter dba GYK Consulting, for Project Manager Services (Contractor's License and Cost Estimating).

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

I. BACKGROUND

Prior to the reduction in Measure TT Staffing, the need for additional Project Managers was discussed. On July 30, 2013, due to the number of staff and the number of large construction projects awarded (over \$60 million), the Board of Education approved of staff adding a consultant for project management. George Kwiter was hired as this additional project manager. During this period, services have been provided for Marshall, Muir, Willard and Wilson and others. Many projects under Measure TT have and continue to benefit from his skills and knowledge of school construction.

II. STAFF ANALYSIS

George Kwiter dba GYK Consulting, who was identified as one of the top candidates that met the qualifications for the Project Manager has provided services since July 2013. He has done an excellent job representing the District the past 12 months. He holds a contractor's license and is very well versed in costs estimating and scope of work analysis from a contractor's perspective. District Staff recommends that the Board approve the renewal of George Kwiter's dba GYK Consulting contract for Project Management Services for one year for the 2016-2017 Fiscal Year.

The Facilities Subcommittee will vet this Board Report on May 18, 2017.

Attachments: Consulting Agreement – George Kwiter

III. FISCAL IMPACT

The contractual services are estimated to cost approximately \$150,000.00 (not to exceed) at a set rate of \$74.00 per hour for the term commencing July 1, 2017 through June 30, 2017. These funds are available in the Measure TT- Facilities Administration account.

Pasadena Unified School District
Board of Education Agenda: May 25, 2016
Prepared by: Nelson M. Cayabyab, Chief Facilities Officer

Funding code: 21.1- 95000.0-00000-85000-6265-0000710

Originator: Nelson M. Cayabyab, Chief Facilities Officer

DRAFT

**PROJECT MANAGER
CONSULTANT SERVICES AGREEMENT**

This AGREEMENT is made and entered into this 1st day of July in the year 2017 between PASADENA UNIFIED SCHOOL DISTRICT, (“DISTRICT”), and **George Kwitter dba GYK Consulting**, an individual, (“CONSULTANT”). The DISTRICT and the CONSULTANT are sometimes referred to herein as a “PARTY” and collectively as the “PARTIES.”

WHEREAS, the DISTRICT requires specialized services as an PROJECT MANAGER for Facilities Master Plan projects for (“PROJECT”); and

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

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

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

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

NOW, THEREFORE, the PARTIES hereto agree as follows:

**ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT**

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

2. **PERIOD OF PERFORMANCE.** This AGREEMENT shall commence on July 1, 2017 and shall terminate on June 30, 2018 (“Period of Performance”), unless extended for an additional twelve month terms based on a satisfactory evaluation of the first three months of service. CONSULTANT shall complete all SERVICES for the PROJECT within the Period of Performance.

3. **COMPENSATION TO CONSULTANT.** DISTRICT agrees to pay CONSULTANT for the SERVICES in accordance with the rates set forth at the rate of \$74.00 per hour. No reimbursement will be made for any expenses above this Total Compensation

amount. For the term commencing July 1, 2016 through June 30, 2017 the estimated costs is \$150,000.00 (not to exceed). Invoices shall be submitted on a bi-monthly basis and submitted in a form acceptable to the DISTRICT. Invoices shall include a breakdown of activities by date, time spent for each task, identification of the individual performing the service, and a description of the service provided during that time period.

ARTICLE II

CONSULTANT'S SERVICES AND RESPONSIBILITIES

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

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

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

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

ARTICLE III

TERMINATION

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

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

consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT.

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

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

ARTICLE IV

CONSULTANT'S DRAWINGS, SPECIFICATIONS, AND REPORTS

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

ARTICLE V

ACCOUNTING RECORDS OF THE CONSULTANT

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

ARTICLE VI

ADDITIONAL CONSULTANT SERVICES

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

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

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

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

ARTICLE VII

INDEMNITY AND INSURANCE

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

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

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

c. Not Used

d. Not Used

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

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

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

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

c. NOT USED

d. NOT USED

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

ARTICLE VIII **MISCELLANEOUS**

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

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

TO THE DISTRICT:

PASADENA UNIFIED SCHOOL DISTRICT
740 W. Woodbury Road
Pasadena, CA. 91103
Phone: (626) 396-5850 x 89199
Attention: Nelson Cayabyab, Chief Facilities Officer
George Kwitter
dba GYK Consulting
225 S Lake Avenue, #300
Pasadena, CA 91101

TO CONSULTANT:

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

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

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

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

7. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

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

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

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

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

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

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

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

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

CONSULTANT:

DISTRICT:

Pasadena Unified School District

By: _____
George Kwiter
dba GYK Consulting

By: _____
Nelson Cayabyab
Chief Facilities Officer

Attachment A

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

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

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

Topic: APPROVAL OF RENEWAL OF CONSULTING AGREEMENT WITH DONALD B. BLAYNEY FOR PROJECT MANAGER SERVICES FOR THE 2017-2018 FISCAL YEAR.

Recommendation: The Board of Education Approves the Consulting Agreement with Donald B. Blayney, for Project Manager Inspection Services (DSA General Inspector – Class 1) for the 2017-2018 Fiscal Year.

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

I. BACKGROUND

Prior to the reduction in Measure TT Staffing, the need for additional Project Managers was discussed. On July 30, 2013, due to the number of staff and the number of large construction projects awarded (over \$60 million), the Board of Education approved of staff adding a consultant for project management.

II. STAFF ANALYSIS

Donald B. Blayney was identified as a top candidate that met the qualifications for the Project Manager with background emphasis in Inspection Services. District Staff recommends that the Board approve the Consulting Agreement with Donald B. Blayney, for Project Manager Services (DSA General Inspector- Class 1) for the term commencing on July 1, 2017 through June 30, 2018.

The Facilities Committee vetted this Board Report on May 18, 2017.

Attachments: Consulting Agreement for Donald B. Blayney

III. FISCAL IMPACT

The contractual services are estimated to cost approximately \$164,320.00 (not-to-exceed) at a set rate of \$79.00 per hour for the term commencing July 1, 2017 through June 30, 2018. These funds are available in the Measure TT Facilities administration account.

Pasadena Unified School District
Board of Education Agenda: May 25, 2017
Prepared by: Nelson M. Cayabyab, Chief Facilities Officer

Funding Code: 21.1-95000.0-00000-85000-6265-000710

Originator: Nelson M. Cayabyab, Chief Facilities Officer

May 25, 2017

**PROJECT MANAGER
CONSULTANT SERVICES AGREEMENT**

This AGREEMENT is made and entered into this 1st day of July in the year 2017 between PASADENA UNIFIED SCHOOL DISTRICT, ("DISTRICT"), and Donald B. Blayney, ("CONSULTANT"). The DISTRICT and the CONSULTANT are sometimes referred to herein as a "PARTY" and collectively as the "PARTIES."

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

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

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

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

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

NOW, THEREFORE, the PARTIES hereto agree as follows:

**ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT**

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

2. PERIOD OF PERFORMANCE. This AGREEMENT shall commence on July 1, 2017 and shall terminate on June 30, 2018, unless extended for an additional twelve month terms based on a satisfactory evaluation of the first three months of service ("Period of Performance"). CONSULTANT shall complete all SERVICES for the PROJECT within the Period of Performance.

3. COMPENSATION TO CONSULTANT. DISTRICT agrees to pay CONSULTANT for the SERVICES in accordance with the rates set forth at the rate of \$79.00 per hour. No reimbursement will be made for any expenses above this total compensation amount. For the term commencing July 1, 2017 through June 30, 2018 the estimated costs is \$164,320.00 (Not to exceed). Invoices shall be submitted on a bi-monthly basis and submitted in a form acceptable to the DISTRICT. Invoices shall include a breakdown of activities by date, time spent for each task,

identification of the individual performing the service, and a description of the service provided during that time period.

ARTICLE II

CONSULTANT'S SERVICES AND RESPONSIBILITIES

1. CONSULTANT's CERTIFICATIONS, REPRESENTATIONS AND WARRANTIES.

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

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

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

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

ARTICLE III

TERMINATION

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

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

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

until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services.

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

ARTICLE IV

CONSULTANT'S DRAWINGS, SPECIFICATIONS, AND REPORTS

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

ARTICLE V

ACCOUNTING RECORDS OF THE CONSULTANT

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

ARTICLE VI

ADDITIONAL CONSULTANT SERVICES

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

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

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

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

INDEMNITY AND INSURANCE

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

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

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

c. Not Used

d. Not Used

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

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

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

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

c. NOT USED

d. NOT USED

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

ARTICLE VII MISCELLANEOUS

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

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

TO THE DISTRICT:

PASADENA UNIFIED SCHOOL DISTRICT
740 W. Woodbury Road
Pasadena, CA 91103
Phone: (626) 396-5850 x 89199
Attention: Nelson Cayabyab, Chief Facilities Officer

TO CONSULTANT:

Donald B. Blayney
438 East Portola Street
San Dimas, CA. 91773
(818) 427-6154

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

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

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

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

7. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

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

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

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

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

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

in this AGREEMENT to a Section, unless specified otherwise, shall be a reference to a Section of this AGREEMENT.

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

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

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

CONSULTANT:

DISTRICT:

Pasadena Unified School District

By: _____
Donald B. Blayney

By: _____
Nelson Cayabyab
Chief Facilities Officer

Attachment A

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

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

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

Topic: APPROVAL OF THE CONSULTING AGREEMENT WITH SARKIS “SAM” MAISSIAN DBA UNIVERSAL CONSTRUCTION FOR PROJECT MANAGER SERVICES (SUPERINTENDENT) FOR THE 2017-2018 FISCAL YEAR.

Recommendation: The Board of Education Approve the Consulting Contract with Sarkis “Sam”Maissian, dba Universal Construction, for Project Manager Services (Superintendent) for the 2017-2018 FY.

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

I. BACKGROUND

Prior to the reduction in Measure TT Staffing, the need for additional Project Managers was discussed. On July 30, 2013, due to the number of staff and the number of large construction projects awarded (over \$60 million), the Board of Education approved of staff adding a consultant for project management.

II. STAFF ANALYSIS

Sarkis “Sam”Maissian, dba Universal Construction was identified as a top candidate that met the qualifications for the Project Manager with background emphasis as Superintendent. District Staff recommends that the Board approve the Consulting Contract with Sarkis “Sam”Maissian, dba Universal Construction, for Project Manager Services for the 2017-2018 fiscal year.

The Facilities Committee vetted this Board Report on May 18, 2017.

Attachment: Consulting Agreement for Sarkis “Sam”Maissian, dba Universal Construction

III. FISCAL IMPACT

The contractual services are estimated to cost approximately \$ 150,000.00 (not-to-exceed) at a set rate of \$74.00 per hour for the term commencing July 1, 2017 through June 30, 2018. These funds are available in the Measure TT account.

Pasadena Unified School District
Board of Education Agenda: May 25, 2017
Prepared by: Nelson Cayabyab, Chief Facilities Officer

Funding code: 21.1-95000.0-00000-85000-6265-000710

Originator: Nelson Cayabyab, Chief Facilities Officer

**PROJECT MANAGER
CONSULTANT SERVICES AGREEMENT**

This AGREEMENT is made and entered into this 1st day of July in the year 2017 between PASADENA UNIFIED SCHOOL DISTRICT, (“DISTRICT”), and **Sam Maissian, dba Universal Construction Inc.**, an individual, (“CONSULTANT”). The DISTRICT and the CONSULTANT are sometimes referred to herein as a “PARTY” and collectively as the “PARTIES.”

WHEREAS, the DISTRICT requires specialized services as an PROJECT MANAGER for Facilities Master Plan projects for (“PROJECT”); and

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

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

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

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

NOW, THEREFORE, the PARTIES hereto agree as follows:

**ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT**

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

2. **PERIOD OF PERFORMANCE.** This AGREEMENT shall commence on July 1, 2016 and shall terminate on June 30, 2017, unless extended for an additional twelve month term based on a satisfactory evaluation of the first three months of service (“Period of Performance”). CONSULTANT shall complete all SERVICES for the PROJECT within the Period of Performance.

3. **COMPENSATION TO CONSULTANT.** DISTRICT agrees to pay CONSULTANT for the SERVICES in accordance with the rates set forth at the rate of \$74.00 per hour. No reimbursement will be made for any expenses above this Total Compensation amount. For the term commencing July 1, 2017 through June 30, 2018 the estimated costs is \$ 150,000.00 (not to exceed). Invoices shall be submitted on a bi-monthly basis and submitted in a form acceptable to the DISTRICT. Invoices shall include a breakdown of activities by date, time spent for each task,

identification of the individual performing the service, and a description of the service provided during that time period.

ARTICLE II

CONSULTANT'S SERVICES AND RESPONSIBILITIES

1. CONSULTANT's CERTIFICATIONS, REPRESENTATIONS AND WARRANTIES.

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

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

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

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

ARTICLE III

TERMINATION

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

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

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

until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services.

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

ARTICLE IV

CONSULTANT'S DRAWINGS, SPECIFICATIONS, AND REPORTS

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

ARTICLE V

ACCOUNTING RECORDS OF THE CONSULTANT

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

ARTICLE VI

ADDITIONAL CONSULTANT SERVICES

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

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

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

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

INDEMNITY AND INSURANCE

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

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

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

c. Not Used

d. Not Used

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

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

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

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

c. NOT USED

d. NOT USED

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

ARTICLE VII MISCELLANEOUS

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

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

TO THE DISTRICT:

PASADENA UNIFIED SCHOOL DISTRICT
740 W. Woodbury Road
Pasadena, CA 91103
Phone: (626) 396-5850 x 89199
Attention: Nelson Cayabyab, Chief Facilities Officer

TO CONSULTANT:

Sarkis "Sam" Maissian
11941 Dunncliffe Ct,
Porter Ranch, CA. 91326
Phone: (818) 652-6665

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

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

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

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

7. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

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

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

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

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

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

in this AGREEMENT to a Section, unless specified otherwise, shall be a reference to a Section of this AGREEMENT.

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

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

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

CONSULTANT:

DISTRICT:

Pasadena Unified School District

By: _____
Sarkis "Sam" Maissian

By: _____
Nelson Cayabyab
Chief Facilities Officer

Attachment A

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

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

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

Topic: AMENDMENT TO CONTRACT RC690:16:17 WITH ATKINSON, ANDELSON, LOYA, RUUD & ROMO FOR LEGAL SERVICES THROUGH JUNE 30, 2017.

RECOMMENDATION: The Board of Education approve an increase to the Contract RC690:16:17 with Atkinson, Andelson, Loya, Ruud & Romo (AALRR) to provide legal services for Facilities (RC690) through June 30, 2017.

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

I. BACKGROUND:

In the past, Atkinson, Andelson, Loya, Ruud & Romo (AALRR) has provided the District with legal services and representation in administrative and court proceedings, as well as general and construction specific legal services as requested by the District.

II. STAFF ANALYSIS:

Staff is recommending that the Governing Board approve the increase for an additional \$200,000.00 to the Contract RC690:16:17 with AALRR for legal services through June 30, 2017. Services include representation for general and construction legal services as well as providing the District with informative newsletters, training opportunities and conferences to help the District with daily legal concerns.

III. FISCAL IMPACT:

This amendment to Contract RC690:16:17 increases by \$200,000.00 for a total not to exceed \$570,000.00. Funds in the not to exceed \$200,000.00 are available in the Facilities administration Measure TT account.

**Pasadena Unified School District
Board of Education Agenda: May 25, 2017
Prepared by: Nelson M. Cayabyab, Chief Facilities Officer**

Funding code: 21.1-95000.0-00000-85000-5820-0000710

Originated by: Nelson M. Cayabyab, Chief Facilities Officer