



PASADENA UNIFIED SCHOOL DISTRICT
FACILITIES AND CAPITAL PROJECTS

COMMITTEE MEETING

NOTICE AND AGENDA

March 15, 2018

2:30 PM

ROOM 229

351 S. HUDSON AVENUE

PASADENA, CA 91101

A. CALL TO ORDER

B. PUBLIC COMMENT

C. ACTION ITEMS

Approval of February 15, 2018 meeting minutes.

D. ITEMS FOR DISCUSSION AND POSSIBLE RECOMMENDATION

- 1) Pasadena Music Theatre request for facilities fees waiver to use the Sierra Madre Elementary School Auditorium for the Summer 2018 Music program.
- 2) Outward Bound Adventures at John Muir High School
- 3) Civic Center Permits system Active Net- Staff's Pros and Cons
- 4) Legal Fees for the Citizens' Oversight Audit and the 2016-17 annual report.
- 5) Citizens' Oversight Committee support cost for the stenographer.
- 6) Spending for the site prep for Odyssey Charter School
- 7) Funding for Security Cameras district-wide
- 8) Identify funding for Washington MS Sports field
- 9) MTT Priority List

E. FOR INFORMATIONAL PURPOSES ONLY

- 1) Prop 39 Energy Saving
- 2) PFMG Solar presentation
- 3) The construction projects status report for the month of March. (For previous project status reports and construction meeting minutes can be found on the web at www.pusd.us/page/6819)

F. BOARD REPORTS: DISCUSSION/ACTION

Board Report No.	Board Report Topic
1279-F	APPROVAL TO AMENDMENT CONTRACT PAA 79-4 WITH FLEWELLING & MOODY ARCHITECTS FOR THE NORMA COOMBS ELEMENTARY SCHOOL NEW CLASSROOM AND ADMINISTRATION BUILDINGS PROJECT
1280-F	APPROVAL OF PROPOSAL WITH L.BARRIOS ASSOCIATES, INC. FOR ADDITIONAL SITE DRAINAGE SYSTEM IMPROVEMENTS FOR THE BLAIR HS TRACK RESURFACING PROJECT
1281-F	APPROVAL OF CHANGE ORDER NO. 4 FOR JOHN MUIR HIGH SCHOOL AUDITORIUM MODERNIZATION, KITCHEN RENOVATION AND BLEACHER REPLACEMENT PROJECT
1282-F	APPROVAL OF SCHNEIDER ELECTRIC TO PERFORM ENERGY SYSTEM UPGRADES FOR WILLARD ELEMENTARY SCHOOL MAXIMIZING PROP 39 FUNDING
1283-F	APPROVAL OF SCHNEIDER ELECTRIC TO PERFORM ENERGY SYSTEM UPGRADES FOR WILSON MIDDLE SCHOOL MAXIMIZING PROP 39 FUNDING
1284-F	APPROVAL OF BID AWARDS FOR NORMA COOMBS ELEMENTARY SCHOOL REPLACEMENT OF EXISTING CENTRAL PLANT EQUIPMENT PROJECT (BID NO. #06-17/18) TO TBD
1285-F	APPROVAL OF REASSIGNMENT AND APPOINTMENTS TO THE CITIZEN'S OVERSIGHT COMMITTEE MEMBERS

G. FUTURE AGENDA ITEMS

H. ADJOURNMENT

Facilities and Capital Projects Committee meeting minutes for February 15, 2018		
2.15.2018	Time: 3:30 PM	Location: District Office 351 S. Hudson Ave Pasadena Ca. 91109 Conference Room 229
Attendees	Committee Members: Kimberly Kenne, Michelle Bailey, Roy Boulghourjian Staff: Nelson Cayabyab, Chief Facilities Officer, Nadia Zendejas- Executive Secretary, Shirly Barrett-Construction Specialist	

CALL TO ORDER

The meeting was called to order at 3:30 p.m. by Mr. Boulghourjian.

PUBLIC COMMENT

There were no public comments.

ACTION ITEMS APPROVAL OF THE DECEMBER 14, 2017 MEETING MINUTES

The meeting minutes were approved as submitted. Vote: 2 to 0

ITEMS FOR DISCUSSION AND POSSIBLE RECOMMENDATION

1) Mr. Greg Payne and Mr. Hao Liu from Facilitron, Inc. presented the Facilitron partnership and management platform. This is a cloud based software platform to manage facility use; they provide consultation services like business insights for driving revenue and cost recovery. They can prepare in-depth reporting analysis- schools and community group analysis, revenue projection analysis.

Ms. Kenne and Ms. Bailey asked about the fees associated with this software. Mr. Payne responded that Facilitron service fees are only for approved community groups for rental request there's no fees associated when the permit does not cost anything. The district has the option to charge the renter for the fees, or absorb the fee as a cost, or split the fee between the district and the renter.

Ms. Kenne asked staff to provide the committee with a Pros and Cons of the current system that is being used for Civic Center Permits. What's working and what's not working? And Why the cost is justified?

2) Mr. Nelson Cayabyab will discuss options and results of the Superintendent's School Consolidation and Boundary Committees' recommendations.

Ms. Kenne commented that at one of the meetings the consultant presented a triangle which had small schools, robust programs and low operating cost and he asked the committee which of those three options would be ideal to have if you had one option to select. She doesn't think that the Supt's consolidated committee selected between those but it was one of the questions on the survey and low cost came in at the third options however this option should be considered the most important..

Ms. Leigh Ann Samuel added that she doesn't feel that you have to select one of the options they can select more than one option.

Ms. Kenne asked what was the source used for the capacity numbers? Is the source available?

Ms. Nancy Dufford added that the committee considered 75% of the capacity as actually being used because many schools have other rooms for other purposes. If a school was at 75% capacity or above that school was considered full.

Mr. Cayabyab added that the source can be provided.

Ms. Keene added that the report should include the “why” a school was selected over another that way people can understand the logic behind the committee’s recommendations.

Ms. Bailey would like to see a scenario added to the report where there is no elementary school’s recommended for consolidation. She would rather see the district’s efforts with increasing enrollment.

The committee recommends staff schedule a study session with the full board and the Superintendent’s Consolidation committee members to discuss the report, and the next steps.

3) Review the Memorandum of Understanding (MOU) between PUSD John Muir High School Ranch and Pasadena Educational Foundation (PEF)

Mr. Cayabyab informed the committee that the Muir Ranch Program will now be under Pasadena Educational Foundation. The MOU is being reviewed by legal counsel once the MOU is received he will forward the MOU to PEF so that they can review and input their recommendations on the MOU and then staff will bring the MOU back to the facilities committee for one final review before submitting it to the full board for approval.

Ms. Kenne would like to make it clear to the full board that the John Muir high school has no liability over the Muir Ranch.

4) Review the Memorandum of Understanding (MOU) between PUSD Blair High School and Pasadena Tennis Association

Mr. Cayabyab informed the committee that the work that will be completed will only last about 3 years and the lease is 5 years long he recommends to add to the lease that the courts be looked at after 2 or 3 years and if there needs to be repairs done for the leasee will do them.

Ms. Kenne suggests that staff add language to the MOU on the total amount of the donation and the use of hours of the tennis courts. What days and times will the Pasadena Tennis Association use the tennis courts?

5) Review the Washington MS Chiller proposal for sound blankets by, Mr. Nelson Cayabyab

Mr. Cayabyab informed the committee about complaints from homeowners surrounding the Washington Middle School campus about the noisy chillers. The action to resolve this issue is the proposal from Chalmers Construction to add sound blankets on the chillers.

FOR INFORMATIONAL PURPOSES ONLY

1.) The Measure TT Priority List was provided to the committee.

Ms. Keene mentioned that it was discussed to remove Roosevelt Elementary project from the MTT priority list but it wasn’t reflected in the minutes but it should be noted on the minutes that the Roosevelt Project was removed from the list.

Mr. Cayabyab informed the committee that the MTT priority list will be submitted for approval at the March board of education regular meeting. He asked the committee to email him any questions or concerns related to the MTT priority list and this list will be provided to the committee at the March meeting for their review.

Ms. Keene asked if in the later future as projects start winding down Mr. Cayabyab will approve the contracts for all of the Project Managers. Mr. Cayabyab answered yes all of the Project Manager contracts will be renewed.

2) WLC Architects scope of work summary recap of the Jackson Elementary portable project. Staff provided the committee with the Portable Addition Proposed Option 1.

3) Staff provided the committee with the construction project status report for the month of February.

BOARD REPORTS: DISCUSSION/ACTION

Ms. Kenne asked staff to confirm there is enough funding on the resource account noted for the Board Report 1274-F. Staff will follow-up.

All Board Reports were vetted as a slate for full board approval at the February 22, 2018 regular board meeting.

Board Report No.	Board Report Topic
1274-F	Approval of the Change Order No. 1 with the contractor, Byron Davey Inc. for the Blair HS-Athletic Track resurfacing Project bid no. 04-17/18
1277-F	Approval of Resolution 2440 to adopt Cooling Central Plant Magnetic levitation chiller standard for installation specification hardware.
1278-F	Approval of the Citizen's Oversight Committee member resignation

FUTURE MEETING AGENDA ITEMS

NEXT MEETING

The next meeting will be on March 15, 2018 the start time is TDB.

ADJOURNMENT

The meeting adjourned at 4:15 p.m.

Permit Contract

Pasadena Unified School District
 351 S. Hudson Ave. (Acct Rec) 91109
 740 W. Woodbury Rd. (Permits) 91103
 Pasadena, CA 91109
 Phone: (626) 396-5850x89180
 FAX: (626) 798-2895
 Email: gcurry@pusd.us

Permit #9004095, Pending approval

Mar 7, 2018 6:00 AM
 Expires Mar 17, 2018

**PMTP - REQUESTING FACILITY FEE
 WAIVER IN THE AMOUNT OF
 \$7,360.00**



Pasadena Musical Theater Program
 Gayle Bluemel
 1734 Pasadena Glen Rd
 Pasadena, CA 91107
 Email: blueglen@charter.net

Customer Type: Non Profit
 Prepared By: Shirley Barrett

Customer ID: 134
 Work: (626) 797-2483

Charges	Taxes	Discounts	Total Charges	Deposits	Deposit Taxes	Total Payments	Refunds	Balance
\$8,965.00	\$0	\$0	\$8,965.00	\$0	\$0	\$0	\$0	\$8,965.00

RESERVATIONS					
Event		Resource		Center	
PMTP @ SMES Auditorium 2018 #9004095 Type: Musical / Play (Rehearsal and/or Performance) Attend/Qty: 70		Sierra Madre Lower - Auditorium		Sierra Madre Lower Campus 141 W. Highland Sierra Madre, CA 91024 (626) 396-5890x50094	
Days Requested		Event Begins	Duration	Event Ends	
Day	Date			Date	Time
Monday	Jun 11, 2018	9:00 AM	4½ hours	Jun 11, 2018	1:30 PM
Tuesday	Jun 12, 2018	9:00 AM	4½ hours	Jun 12, 2018	1:30 PM
Wednesday	Jun 13, 2018	9:00 AM	4½ hours	Jun 13, 2018	1:30 PM
Thursday	Jun 14, 2018	9:00 AM	4½ hours	Jun 14, 2018	1:30 PM
Monday	Jun 18, 2018	9:00 AM	4½ hours	Jun 18, 2018	1:30 PM
Tuesday	Jun 19, 2018	9:00 AM	4½ hours	Jun 19, 2018	1:30 PM
Wednesday	Jun 20, 2018	9:00 AM	4½ hours	Jun 20, 2018	1:30 PM
Thursday	Jun 21, 2018	9:00 AM	4½ hours	Jun 21, 2018	1:30 PM
Monday	Jun 25, 2018	9:00 AM	4½ hours	Jun 25, 2018	1:30 PM
Tuesday	Jun 26, 2018	9:00 AM	4½ hours	Jun 26, 2018	1:30 PM
Wednesday	Jun 27, 2018	9:00 AM	4½ hours	Jun 27, 2018	1:30 PM
Thursday	Jun 28, 2018	9:00 AM	4½ hours	Jun 28, 2018	1:30 PM
Monday	Jul 2, 2018	9:00 AM	4½ hours	Jul 2, 2018	1:30 PM
Tuesday	Jul 3, 2018	9:00 AM	4½ hours	Jul 3, 2018	1:30 PM
Thursday	Jul 5, 2018	9:00 AM	4½ hours	Jul 5, 2018	1:30 PM
Monday	Jul 9, 2018	9:00 AM	5 hours	Jul 9, 2018	2:00 PM
Tuesday	Jul 10, 2018	9:00 AM	5 hours	Jul 10, 2018	2:00 PM
Wednesday	Jul 11, 2018	9:00 AM	5 hours	Jul 11, 2018	2:00 PM
Thursday	Jul 12, 2018	9:00 AM	5 hours	Jul 12, 2018	2:00 PM
Thursday	Jul 12, 2018	5:00 PM	5 hours	Jul 12, 2018	10:00 PM
Summary		Notes			
Total Number of Dates: 20 Total Time: 92½ hours		Custodian OT: 1 hour per date of use, on regular shift open auditorium and restrooms, secure after 1:30p/2p. Clean all areas used and secure facilities, on OT. 7.12.18 Performance date: Custodian OT: 7 hours, 4:30p - 12a, with a 30 minute lunch included. On OT open, staff parking lot, auditorium and restrooms, by 5p secure after 10p. Clean all areas used and secure facilities.			

CHARGES					
Description	Event / Resource	Unit Fee	Units	Tax	Charge
Application Fee (Non Refundable)	PMTP @ SMES Auditorium 2018 #9004095	\$75.00	1.00	--	\$75.00

Custodial Fee	Sierra Madre Lower - Auditorium PMT @ SMES Auditorium 2018 #9004095	\$50.00	19.00	--	\$950.00
Administrative Fee	Sierra Madre Lower - Auditorium PMT @ SMES Auditorium 2018 #9004095	\$10.00	19.00	--	\$190.00
Custodial Fee	Sierra Madre Lower - Auditorium PMT @ SMES Auditorium 2018 #9004095	\$50.00	7.00	--	\$350.00
Facility Fee - District	Sierra Madre Lower - Auditorium PMT @ SMES Auditorium 2018 #9004095	\$24.00	92.50	--	\$2,220.00
Facility Fee - Holding	Sierra Madre Lower - Auditorium PMT @ SMES Auditorium 2018 #9004095	\$24.00	92.50	--	\$2,220.00
Facility Fee - School	Sierra Madre Lower - Auditorium PMT @ SMES Auditorium 2018 #9004095	\$32.00	92.50	--	\$2,960.00

\$2,200
\$2,200
\$2,960
\$7,360

DISCLAIMERS
There is no food or drinks permitted in the auditorium. If a refreshment area is needed, please see the custodian for assistance. Parking in designated lot, overflow on perimeter streets, only. Driving/parking is not permitted inside campus, on grass/turf/track/paved areas.

CUSTOM QUESTIONS	
Question	Answer
What is your Organization's name?	Pasadena Music Theater Program
Is your Organization a 501(c)3 Registered Non-Profit?	Yes
Have you submitted your 501(c)3 approved letter to the Civic Center Permit Office?	Yes
Performance Start Time:	9a, M - Th
Performance End Time:	1:30p, M - Th
Will your participants be charged any fees?	Yes
How much is each participant charged?	\$325, PUSD/ \$450, non PUSD
Are you charging admission fees or are donations being accepted?	Yes
What will the net proceeds be used for?	\$100 in Funds collected for Ad sales for the performance program, to reduce PUSD student costs
Do you have any special setup requests? (Furniture arrangements, equipment, additional services, etc.)	No

WAIVERS

Application Agreement / Indemnification Release
Due Date: Jun 11, 2018

1. PUSD reserves the right to modify permitted dates due to unforeseen circumstances or needs of the school or District.
2. PUSD reserves the right to cancel or modify permitted dates due to use by a production studio. The production studio is responsible for securing and for all costs associated with securing an alternate location suitable to the original permittee.
3. Non profit groups organized for general character building or charity purposes would be charged the non-commercial rate. All others will be charged the commercial rate.
4. Non-school district groups of 10 or more, you are hereby notified that you are to furnish the District with a Certificate of Insurance for General Liability in the amount of \$1,000,000 and property damage in the amount of \$50,000. naming the Pasadena Unified School District as Certificate Holder. Certificate is to cover dates, and time of use.
5. Applicant hereby agrees, if permit is granted it will hold the Pasadena Board of Education harmless for any loss or liability arising out of this use, and will pay all costs for damages, and that it shall obey all laws of the state. The Undersigned states that, to the best his knowledge, the District property for which application is hereby made will not be used for commission of any crime including, but not limited to, the crimes specified in Section 11400 & 11401 of the California Penal Code. I certify (or declare) under penalty of perjury that the forgoing is true and correct.
6. The application contains a new section which requests number of participants, participant fees, and/or spectator fees. If a flyer is being distributed for the activity, it should be attached to the application. Rosters for youth organizations indicating the residency of the participants will be required. These items will be in addition to the current requirement to supply non-profit documentation and insurance.

INDEMNIFICATION AND INSURANCE REQUIREMENT LANGUAGE

Applicant had an opportunity to inspect and accepts the premises and facilities in their present condition, and stipulates that the premises and facilities are in clean, safe, and usable condition. Applicant accepts the premises as is and assumes all risks of any condition of the property, whether visible or not. Applicant agrees to protect, defend, indemnify, save, and hold harmless the Pasadena Unified School District, its board of trustees, the individual members thereof, and all officers, agents, employees, and representatives free and harmless from any and all liability, loss, damage, cost or expense in any way connected with Applicant's use or occupancy of the premises and facilities. Applicant shall, at its own cost and expense, procure and maintain during the entire period of use of the premises and facilities comprehensive general liability insurance issued by a qualified insurer licensed to do business in the State of California or a self insured program acceptable to the Pasadena Unified School District, with a combined

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5. Applicant hereby agrees, if permit is granted it will hold the Pasadena Board of Education harmless for any loss or liability arising out of this use, and will pay all costs for damages, and that it shall obey all laws of the state. The Undersigned states that, to the best his knowledge, the District property for which application is hereby made will not be used for commission of any crime including, but not limited to, the crimes specified in Section 11400 & 11401 of the California Penal Code. I certify (or declare) under penalty of perjury that the forgoing is true and correct.
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INDEMNIFICATION AND INSURANCE REQUIREMENT LANGUAGE

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District, its board of trustees, the individual members thereof, and all other agents, employees, and representatives additional insured. It is understood that Applicant's liability is not limited to the Applicant's policy limits. Applicant understands that this provision is a material term of the permit for use of the premises and facilities.

In the event the Applicant fails to perform in accordance with the preceding paragraph, or otherwise breaches any other provisions of the permit for use of the premises and facilities, the Pasadena Unified School District shall be entitled to recover all legal fees, costs and other expenses incident to securing performance or incurred as a consequences of nonperformance.

Waiver Signed

Signature: _____

Terms & Conditions: This agreement, when signed by the applicant and a representative of the Pasadena USD, constitutes a contractual agreement binding both parties to certain obligations. The applicant agrees to observe and obey all Pasadena USD rules and regulations. In addition, it shall be the responsibility of the applicant to pay the required fee at the time of reservation. Balance due must be paid before the scheduled event. Deposits will be returned only in the case of conditions which force the cancellation of the event. The Pasadena USD agrees to maintain the facility, to assure that the facility is prepared properly for the agreed-upon event, and to provide adequate sanitation facilities (excluding film permits), subject to available equipment, resources, weather conditions and time of year.

PMPT Summer 2017

REVENUE		
PUSD 45 students	39 x 325	12675
	(6 full scholarship x 325)	(1950)
Total PUSD income		10725
Non-PUSD	25 x 450	11250
	(5 full scholarships x 450)	(2250)
Total Non-PUSD income		9000
Donations	Admission, Concessions	3194
Total Revenue		22919
IN KIND Donations		4400
		27319
EXPENSES (Actual)		
	Staffing	11930
	Facilities	1175
	Production	840
	Curriculum/Materials	2882
	Publicity	1158
	Student Support (DVD, photos, lobby)	1629
	Operating Expenses (Maintained consistently for corporate overhead: Taxes, insurance, accounting, audit, etc.)	6500
Total Expenses		26114



PASADENA UNIFIED SCHOOL DISTRICT
CHIEF OF FACILITIES OFFICE

March 15, 2018

Executive Summary

Subject: CCP

Purpose: Implement District Inclusive Program

Date: March 15, 2018, 2018

Summary of Events: For the last several years' school Administrators, ASB personnel, and High School (site) Athletic Directors have been requesting the right to use a global district facility management software program. Due to the immediate budget constraints over the next 36 months and with the loss of financial dollars; the need to know, in real time, who and whom are on 29 District properties 247 with high precision has become a requirement. Each school site must immediately improve their own student, parent, community activities and utility usage footprint. The current software utilized by PUSD, *Activenetwork* was developed for Parks and Recreation organizations. The City of Pasadena also utilizes the same program. The City of Pasadena currently manages the program with five desk clerks and a main analyst. The public does have access to make facilities reservations and application process but the system is a closed system, such as PUSD. In other words, very few personnel actually have access to the system. This current system cannot adjust its software for PUSD's unique accommodations for 29 sites. It is important to note, *Activenetwork* operates, "...in general, our applications operate on an open network; that means that any information (person making request) that you post to these applications may be available to other users of the same application, and, in some instance on our web." PUSD requires a secure system that protects any and all personal information of our employees and users.

Recommendation: Effective immediately, in order to improve the 29 school sites access, protocols, procedures, communications, liability, accountability, activities and utilities footprint, PUSD needs a much more flexible and secure system at this time. Safety, liability and reliability as per testimonials from Gilroy USD, San Jose USD, and Covina USD recommend Facilitron.

Author: Gilbert Barraza-Marestein, Jr.

Director of Athletics

Signature: _____

Date: March 15, 2018

PO Query (includes current construction retentions & withholds)

Purchase Order Query Worksheet (all data)

AccountAbility

Record Count--> 10
Authorized--> 9,915.00 Spent--> 9,642.50
Remaining--> 272.50

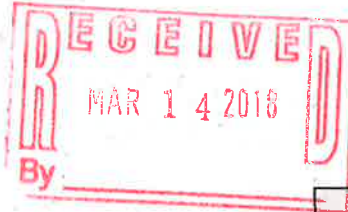
Sh	Doc Date	Doc FY	Vendor	Audit Description	PO#	Fund Code	Obj Code	Authorized	Inv#	Expenditures	Warrant#	Warrant Date	Warrant FY
D	05/09/17	2017	A PLUS COURT REPORTERS	BLANKET PO: STENOGRAPHER FOR COC MONTHLY MEETINGS	82849	21	5810	9,915.00					
D	06/06/17	2017	A PLUS COURT REPORTERS	PROF SVCS- STENOGRAPHER - COCC MEETING - 05/17/17	82849	21	5810		33605	1,394.50	23856722, T16-2166	6/9/2017	2017
D	06/29/17	2017	A PLUS COURT REPORTERS	PROF SVCS: STENOGRAPHER - COC MEETING - 06/21/17 (ACCRUAL), w# 24011344 dtd 9/1/17	82849	21	5810		33700	1,787.50	17AP-0005	6/30/2017	2017
D	08/08/17	2018	A PLUS COURT REPORTERS	PROF SVCS- STENOGRAPHER - COCC MEETING - 07/19/17	84000	21	5810		33833	1,378.50	24036649, T18-1186	9/14/2017	2018
D	08/28/17	2018	A PLUS COURT REPORTERS	TO CLOSE PREVIOUS PO 82849	82849	21	5810	(6,733.00)					
D	08/28/17	2018	A PLUS COURT REPORTERS	FY 17-18 STENOGRAPHER FOR COC MONTHLY MEETINGS	84000	21	5810	8,520.50					
D	08/28/17	2018	A PLUS COURT REPORTERS	To correct actual starting balance of PO 84000 (1787.50 was an accrual for FY 16-17, true active balance for FY 17-18 is \$6733.00) Balance n	84000	21	5810	(1,787.50)					
D	08/31/17	2018	A PLUS COURT REPORTERS	PROF SVCS- STENOGRAPHER FOR COC MEETING - 08/16/17	84000	21	5810		33915	1,556.00	24036649, T18-1187	9/14/2017	2018
D	10/11/17	2018	A PLUS COURT REPORTERS	PROF SVCS - STENOGRAPHER - COCC MEETING 09/20/17	84000	21	5810		34048	1,891.50	24133315, T18-1426	10/25/2017	2018
D	11/08/17	2018	A PLUS COURT REPORTERS	PROF SVCS - STENOGRAPHER - COCC MEETING 10/18/17	82849	21	5810		34134	1,634.50	24227127, T18-1566	12/8/2017	2018

A+ COURT REPORTERS, INC

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REMITTANCE: 35 EAST UNION STREET, SUITE A, PASADENA, CA 91103
SOUTHERN CAL.: 800.499.7866 • FAX 626.844.3233 • NORTHERN CAL.: 888.368.7866 • FAX 510.986.1628
APLUSREPORTERSLA@SBCGLOBAL.NET

Nadia Zendejas
Pasadena Unified School District
351 S. Hudson Avenue
Pasadena, CA 91101



Invoice #34436

Date	Terms
03/12/2018	Due on receipt

Job	Case	Billing Reference	Shipped	Shipped Via
02/21/2018	Pasadena USD Citizen's Bond Oversight Committe...		03/12/2018	UPS

Description	Price	Qty	Amount
Original Transcript of 2/21 Meeting			
Office Handling	\$ 60.00	1.00	\$ 60.00
Original Transcript (74 Pages)	\$ 6.50	1.00	\$ 481.00
Overtime (2.32 Hours)	\$ 50.00	1.00	\$ 116.00
Per Diem - Court 1/2 Day	\$ 600.00	1.00	\$ 600.00
			<hr/>
			\$ 1,257.00

Amount Due: \$ 1,257.00
Paid: \$ 0.00

Thank you for choosing A+ Certified Shorthand Reporters
TAX ID 56-2642877 NOW ACCEPTING VISA, MC, AMEX AND
DISCOVER

Balance Due:	\$ 1,257.00
Payment Due:	Upon Receipt

All bills payable within 30 days of receipt of statement. Services are not contingent upon case settlement. All accounts over 30 days past due are subject to a 10% finance charge. Invoicee agrees to pay all collection costs, including, but not limited to attorneys fees. Please include invoice number with payment

A+ COURT REPORTERS, INC

EXCELLENT SERVICE SINCE 1990

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FEB 07 2018

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Natalie Zendejas
Pasadena Unified School District
351 S. Hudson Avenue
Pasadena, CA 91101

Invoice #34352

Date	Terms
02/06/2018	Due on receipt

Job	Case	Billing Reference	Shipped	Shipped Via
01/17/2018	Pasadena USD Citizen's Bond Oversight Committe...		02/06/2018	UPS

Description	Price	Qty	Amount
Original Transcript of 1/17 Meeting			
Original Court Transcript (31 Pages)	\$ 6.50	1.00	\$ 201.50
Overtime (2 Hours)	\$ 50.00	1.00	\$ 100.00
Per Diem - Court 1/2 Day	\$ 600.00	1.00	\$ 600.00
			\$ 901.50

Amount Due: \$ 901.50
Paid: \$ 0.00

Thank you for choosing A+ Certified Shorthand Reporters
TAX ID 56-2642877 NOW ACCEPTING VISA, MC, AMEX AND
DISCOVER

Balance Due:	\$ 901.50
Payment Due:	Upon Receipt

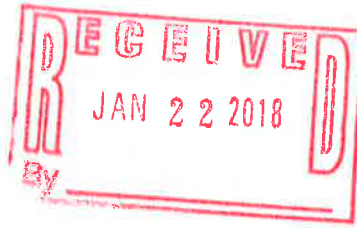
All bills payable within 30 days of receipt of statement. Services are not contingent upon case settlement. All accounts over 30 days past due are subject to a 10% finance charge. Invoicee agrees to pay all collection costs, including, but not limited to attorneys fees. Please include invoice number with payment

A+ COURT REPORTERS, INC

EXCELLENT SERVICE SINCE 1990

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Natalie Zendejas
Pasadena Unified School District
351 S. Hudson Avenue
Pasadena, CA 91101



Invoice #34310

Date	Terms
01/17/2018	Due on receipt

Job	Case	Billing Reference	Shipped	Shipped Via
12/20/2017	Pasadena USD Citizen's Bond Oversight Committe...		01/17/2018	UPS

Description	Price	Qty	Amount
Original Transcript of 1/20 Meeting			
Office Handling	\$ 60.00	1.00	\$ 60.00
Original Transcript (103 Pages)	\$ 6.50	1.00	\$ 669.50
Overtime (3 Hours)	\$ 50.00	1.00	\$ 150.00
Per Diem - Court 1/2 Day	\$ 600.00	1.00	\$ 600.00
			<hr/>
			\$ 1,479.50

Amount Due: \$ 1,479.50
Paid: \$ 0.00

Thank you for choosing A+ Certified Shorthand Reporters
TAX ID 56-2642877 NOW ACCEPTING VISA, MC, AMEX AND
DISCOVER

Balance Due:	\$ 1,479.50
Payment Due:	Upon Receipt

All bills payable within 30 days of receipt of statement. Services are not contingent upon case settlement. All accounts over 30 days past due are subject to a 10% finance charge. Invoicee agrees to pay all collection costs, including, but not limited to attorneys fees. Please include invoice number with payment

A+ COURT REPORTERS, INC

EXCELLENT SERVICE SINCE 1990

REMITTANCE: 35 EAST UNION STREET, SUITE A, PASADENA, CA 91103
SOUTHERN CAL.: 800.499.7866 • FAX 626.844.3233 • NORTHERN CAL.: 888.368.7866 • FAX 510.986.1628
APLUSREPORTERSLA@SBCGLOBAL.NET

Natalie Zendejas
Pasadena Unified School District
351 S. Hudson Avenue
Pasadena, CA 91101

Invoice #34212

Date	Terms
12/05/2017	Due on receipt

Job	Case	Billing Reference	Shipped	Shipped Via
11/15/2017	Pasadena USD Citizen's Bond Oversight Committe...		12/05/2017	UPS

Description	Price	Qty	Amount
Original Transcript of 11/15 Meeting			
Office Handling	\$ 60.00	1.00	\$ 60.00
Original Transcript (163 Pages)	\$ 6.50	1.00	\$ 1,059.50
Overtime (3.83 Hours)	\$ 50.00	1.00	\$ 191.50
Per Diem - Court Full Day	\$ 900.00	1.00	\$ 900.00
			<hr/>
			\$ 2,211.00

Amount Due: \$ 2,211.00
Paid: \$ 0.00

Thank you for choosing A+ Certified Shorthand Reporters
TAX ID 56-2642877 NOW ACCEPTING VISA, MC, AMEX AND
DISCOVER

Balance Due:	\$ 2,211.00
Payment Due:	Upon Receipt

All bills payable within 30 days of receipt of statement. Services are not contingent upon case settlement. All accounts over 30 days past due are subject to a 10% finance charge. Invoicee agrees to pay all collection costs, including, but not limited to attorneys fees. Please include invoice number with payment



Hi Nelson-

Thanks for the phone call. Per our call, for OCS South, we will negotiate a 5 year land lease with the District and OCS South for the Washington Children's Center area. The District is willing to carve out a section of land for a TK-4 grade site and move the 3 portables over to this space for the 2018-19 school year. Section of land will have space for 2 additional bungalows for 4th grade in 2019/20. OCS South will be responsible for renovating and updating the portables to building code for school age children.

The following needs to be addressed this week:

- Can we do a site visit or meet to review map of area?
- Odyssey will send sample land lease agreement for your review and suggest a 10K land lease per year while we renovate.
- Will the PUSD Board need to approve this by the April 1 deadline?

Thanks again for looking at options!

* Run for project cost.

\$2.2M ROM

✓ Grades along sidewalk
Retaining wall.

PERIMETER FENCING - EXTENT?

PARKING LOT.
* LIGHTING
* LANDSCAPE/IRRIGATION
* SIGNAGE

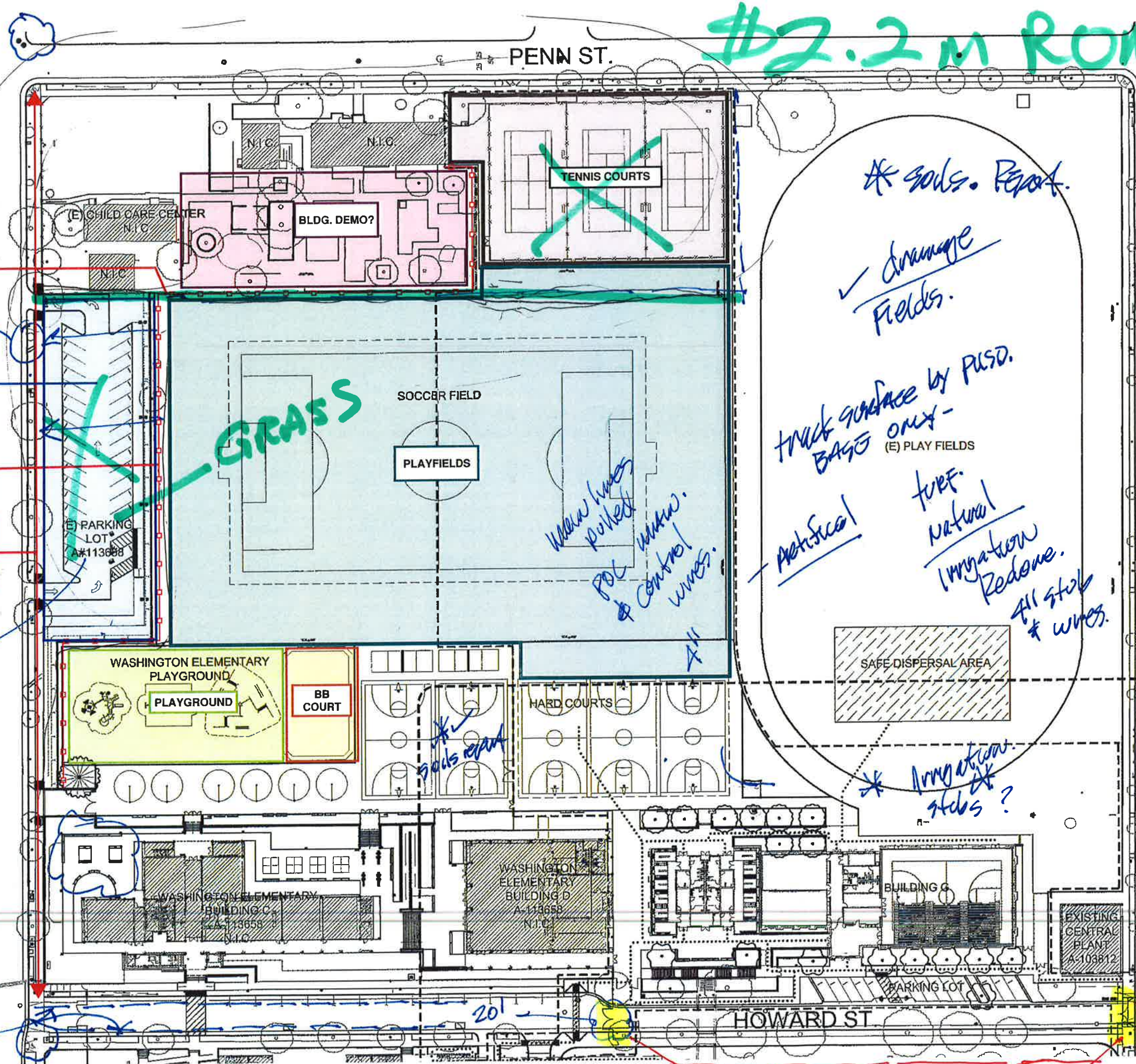
PERIMETER FENCING - RELOCATE TO STREET SIDE?

SIDEWALK REPLACEMENT: PENN TO HOWARD-INCLUDES DRIVE ENTRIES.

outlet parking lot expand field.

RED CURBS.

RAYMOND AVENUE



* soils. Report.

✓ drainage fields.

truck surface by PUSD.
BAG only -

(E) PLAY FIELDS

Artificial

tree.
Natural
Irrigation
Redone.

All stone
& wires.

* Irrigation
stubs?

PUSD.
Provide.
Asphalt
base specs.
- ✓ soils
report.

Hydro mulch
NO sod.

20' Gate
NEW GATES
REMOVED
FROM MN
PROJECT.

LPA

02/21/2018

PUSD's Prop 39 Savings & Rebates Summary

Location	Energy Savings (Annual)	Energy Saved (Annual kWh)	M&O Savings (Annual) *	PWP Rebates (One time \$)
District Education Center	\$35,081	210,075	\$3,351	\$24,187
Eliot Arts Academy	\$18,106	97,011	\$44,708	\$45,137
John Muir High School	\$18,213	121,419	\$6,780	\$0
Marshall Fundamental High School	\$73,930	407,739	\$102,701	\$0
Pasadena High School	\$50,156	334,377	\$8,600	\$69,539
Willard Elementary School	\$15,637	77,255	\$19,092	\$0
Wilson Middle School	\$5,882	34,571	\$3,053	\$0
TOTAL	\$217,005	1,282,447	\$188,285	\$138,863

* Based on California Energy Commission estimates

Energy Savings a Great Long Term Deal

Energy savings will continue over the coming years due to the Energy Escalation cost, which the CEC estimate to be: energy escalation (4%) and M&O savings escalation (2%); based on this estimates the PUSD Prop 39 projects collectively save \$11M+ over the 20 year life of the projects (see below for details).

Year	Energy Savings	M&O Savings
0	\$217,005	\$188,285
1	\$225,685	\$192,051
2	\$234,713	\$195,892
3	\$244,101	\$199,810
4	\$253,865	\$203,806
5	\$264,020	\$207,882
6	\$274,581	\$212,039
7	\$285,564	\$216,280
8	\$296,986	\$220,606
9	\$308,866	\$225,018
10	\$321,220	\$229,518
11	\$334,069	\$234,109
12	\$347,432	\$238,791
13	\$361,329	\$243,567
14	\$375,782	\$248,438
15	\$390,814	\$253,407
16	\$406,446	\$258,475
17	\$422,704	\$263,644
18	\$439,612	\$268,917
19	\$457,197	\$274,296
20	\$475,485	\$279,782
Total	\$6,720,472	\$4,666,327

Total savings after 20 years

\$11,386,798



Pasadena Unified School District Energy Engineered Solar Solutions

March 5, 2018

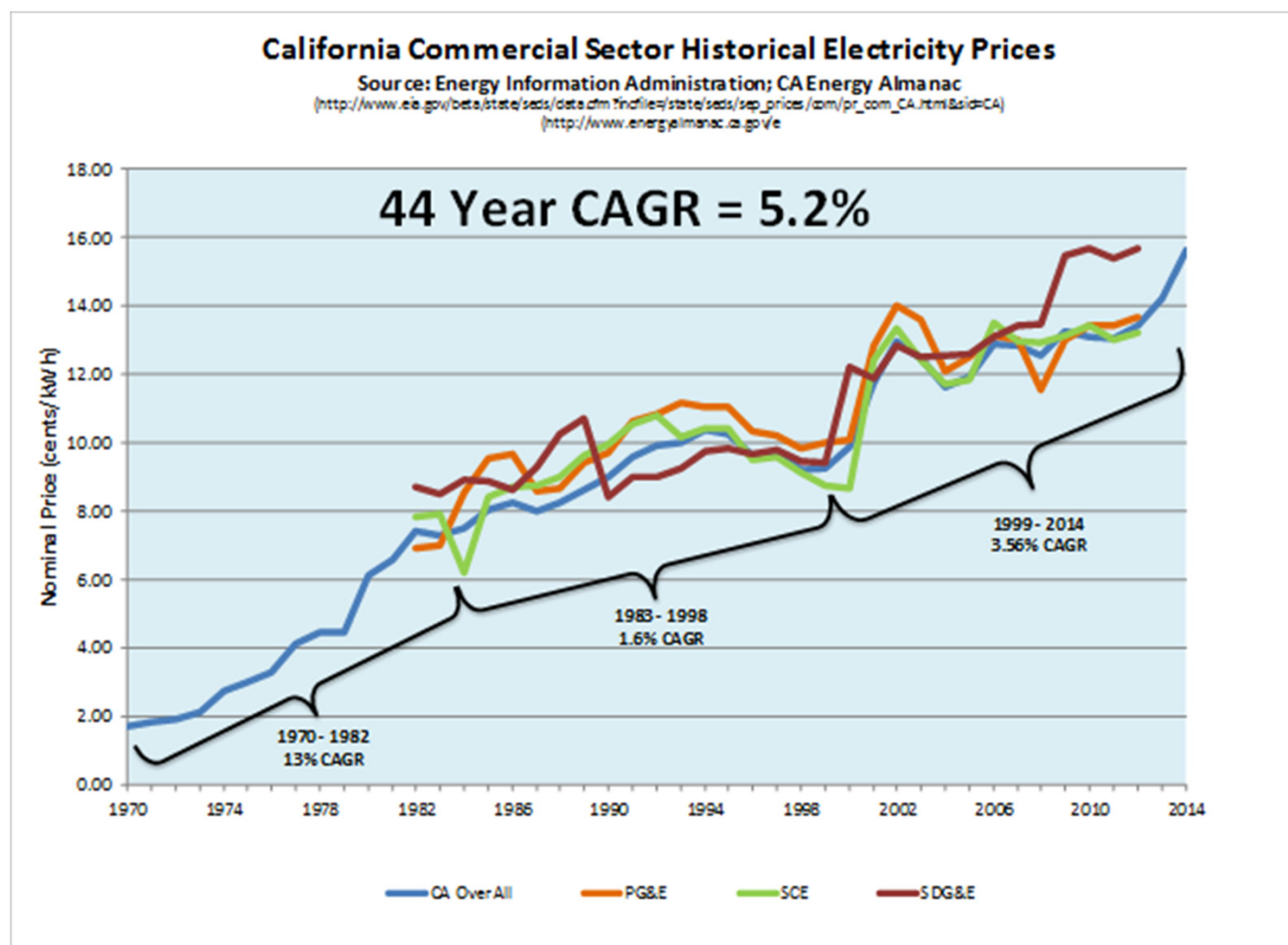


Solar Project Benefits

- **Positive Impact to General Fund**
 - \$7 to 9 million in savings over 25 years
- **Improved Campus Security and Safety**
 - Improved lighting in parking lots for path of travel
- **Shade for Students, Cars and the Community**
- **Community Partnership**
 - Tailored support
- **Environmental and Human Health Benefits**
- **Positive PR for the District**



Utility Rates Continue to Rise



Savings Summary

Savings Projections

Cumulative Savings Projection, Years 1-25	\$7,350,000 - \$9,070,000
---	---------------------------

Power Purchase Agreement (PPA) Terms

Capital Costs

\$0.00

1st year PPA rate per kWh (aggregate)

\$0.1492

PPA annual rate increase

2.50%

PPA term

25 years

Historical Consumption Data (for proposed meters)

Total 12-month energy usage (kWh)

6,499,617

Total 12-month electricity cost during analysis period

\$561,105

Average electricity rate during analysis period

\$0.1802

Average electricity rate on current tariff

\$0.1897

Projected Utility Costs

Average electricity rate on current tariff for 12-month period following projected solar operation date

\$0.1992

Average utility annual rate increase

5.0%

Proposed Solar System

Mounting type

Parking Canopy and Elevated Structure

Solar system size (kW DC)

2,521

Number of sites

7

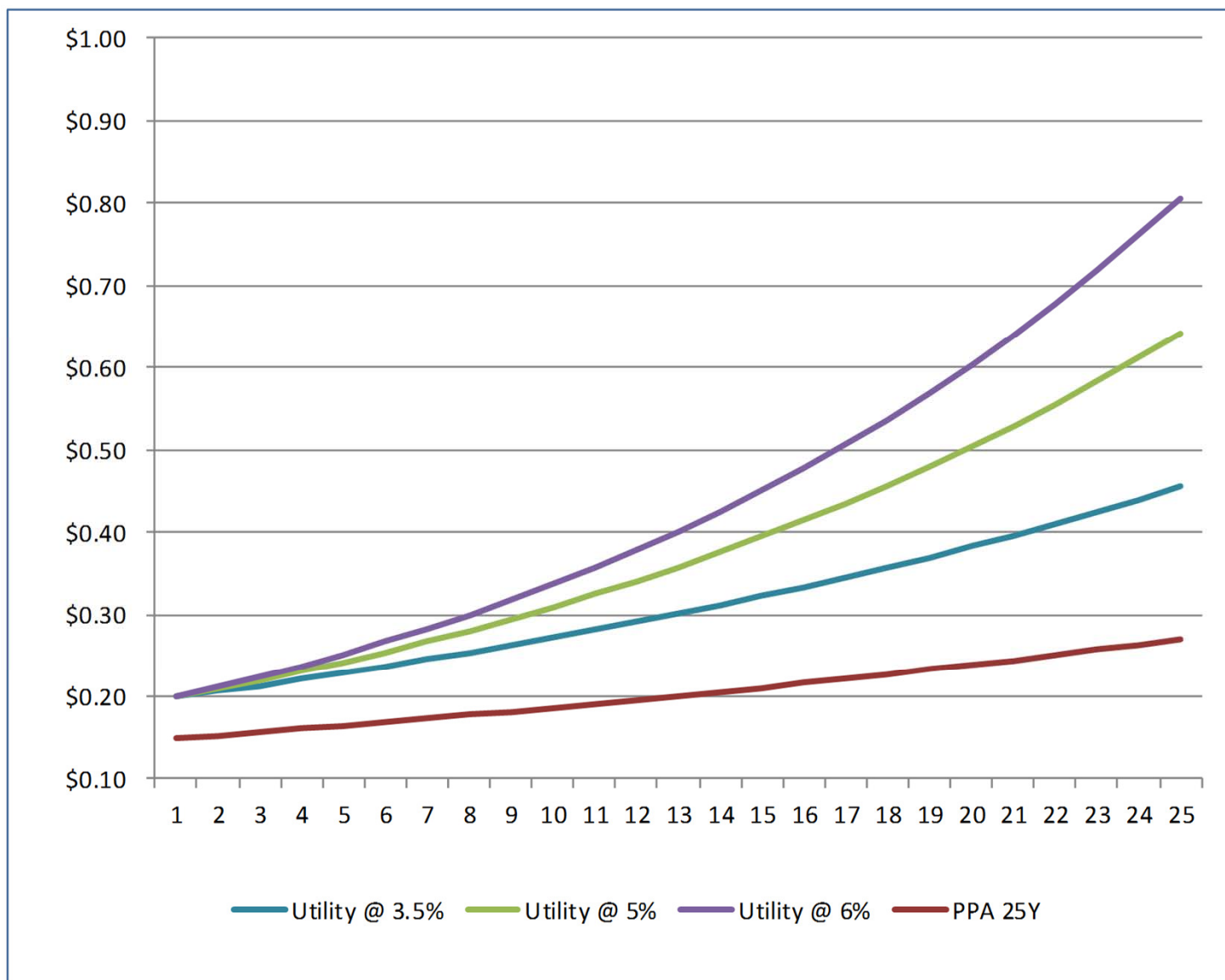
Projected 1st year production (kWh)

4,105,000

Solar offset of historical usage

63%

Solar vs Utility



The Look of Solar: Carports



Laguna Hills High School
Saddleback Valley USD

Chaffey High School
Chaffey JUHSD



The Look of Solar: Shade Structures



Tulita Elementary School
*Redondo Beach Unified
School District*



Jefferson Elementary School
Redondo Beach Unified School District

#1 Solar Partner for Education



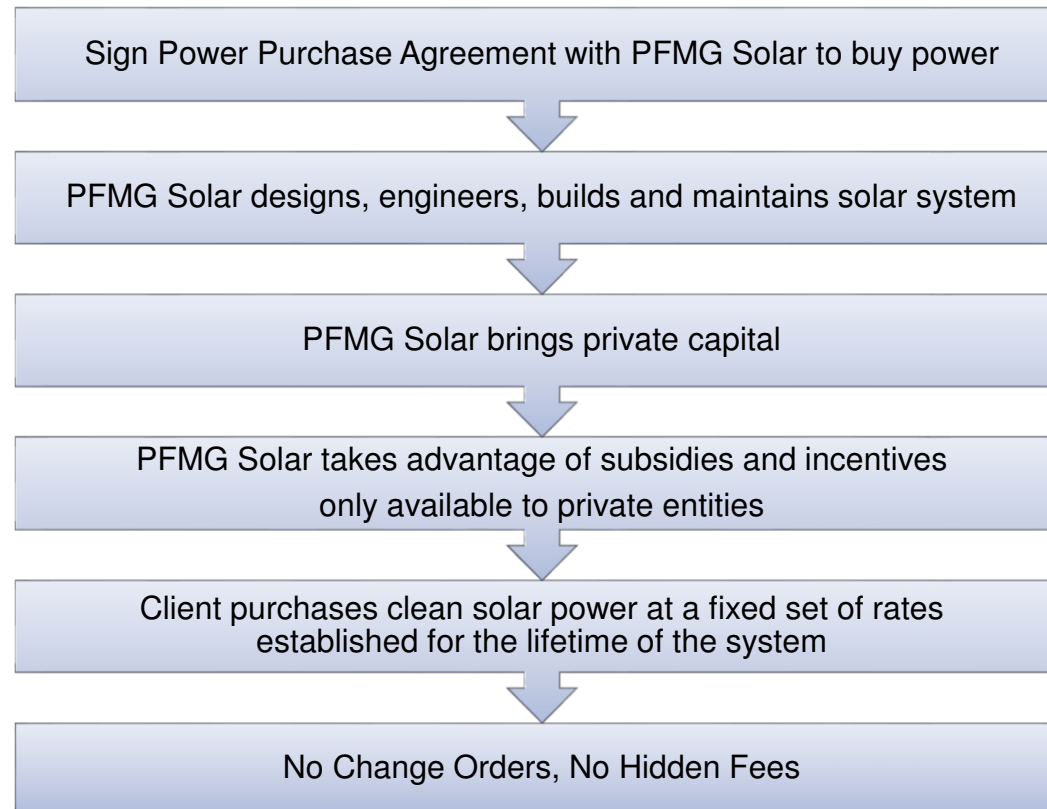
230 K-12 Schools at 28 Districts

PFMG Solar

- **The Solar Leader for Southern California Schools**
 - 242 schools at 28 school districts
 - Energy Engineered
 - No Change Orders
- **Partnership**
 - Exceptional Client References
 - Educational Enhancements (Internships, Mentoring Programs, Scholarships, SkillsUSA)
- **Construction with District Needs in Mind**
 - DSA experts- 100% close-out of DSA numbers
- **Safety**
 - Enhanced Electrical Safety Specifications



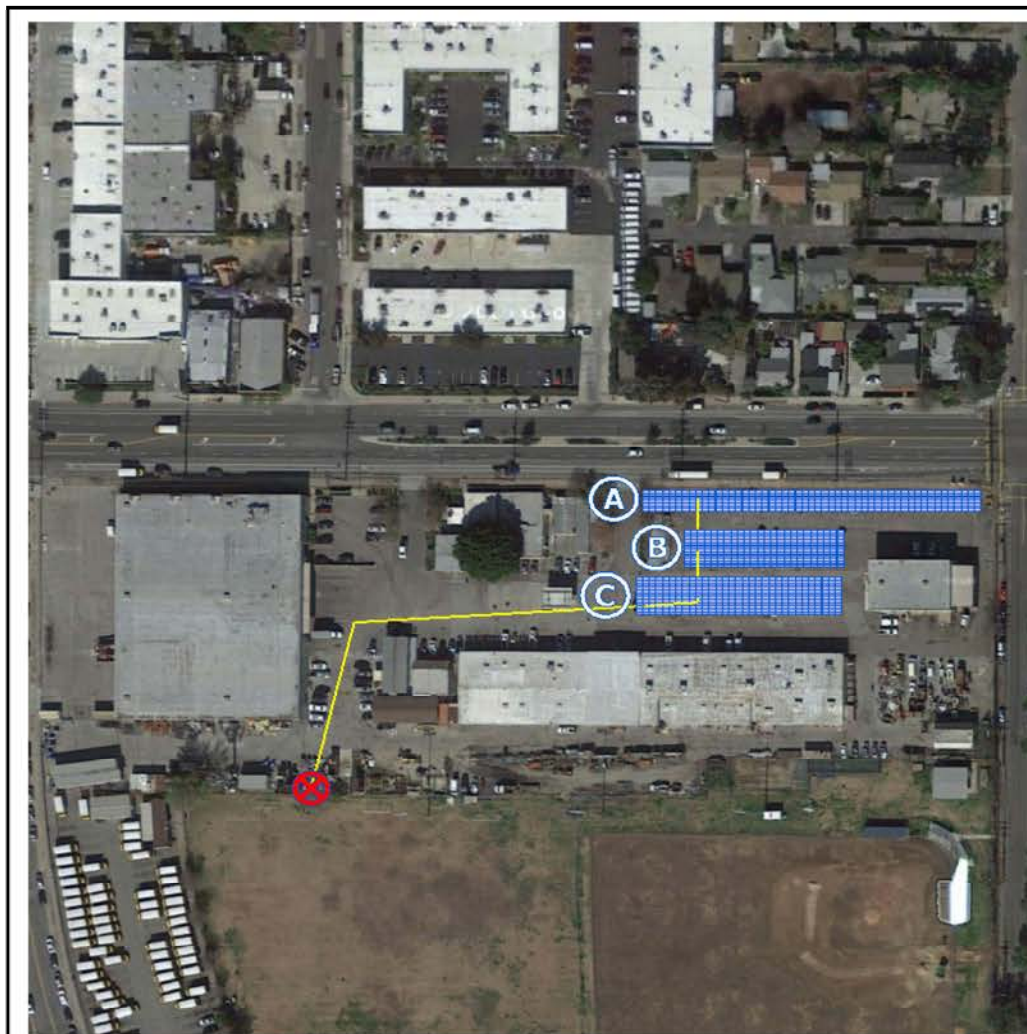
Power Purchase Agreement



California Government Code Section 4217

- **Designed to allow public agencies to take advantage of time sensitive incentives**
- **Provides flexibility and procurement for solar energy projects**

School District	Date of Approval
William S. Hart Union High School District	Board of Trustees Resolution Approval – February 16, 2011
County of Orange	Board of Supervisors Meeting Minutes – October 5, 2010
Palmdale School District	Board of Trustees Resolution Approval – April 27, 2010
Antelope Valley Union High School District	Execution of PPA - March 10, 2010
Castaic Union School District	Board of Trustees Approval – July 19, 2012
Hughes Elizabeth Lakes Union Elementary School District	Board of Trustees Resolution Approval – September 10, 2011
Keppel Union School District	Board of Trustees Approval – March 14, 2013
Wilsona School District	Board of Trustees Resolution Approval – May 19, 2011
Chaffey Joint Union High School District	Board of Trustees Approval – December 10, 2013
City of Palmdale	City Council Approval – August 1, 2012
Redondo Beach Union School District	Board of Trustees Approval – June 10, 2013
San Gabriel Unified School District	Board of Trustees Resolution Approval - August, 26, 2014
Pomona Unified School District	Board of Education Resolution Approval - November 12, 2014
Saddleback Valley Unified School District	Board of Education Resolution Approval – April 2, 2015
Alta Loma School District	Board of Trustees Approval – May 20, 2015



SCHEMATIC LAYOUT OF PROPOSED SOLAR SYSTEM

TABLE OF SOLAR ARRAYS

Location ID	Racking Type	Modules in Rise	# of Modules	Size DC kW	Azimuth	Tilt
A	Carport	7	357	126.735	180°	7°
B	Carport	12	288	102.240	180°	7°
C	Carport	12	372	132.060	180°	7°
			1,017	361.035		

TABLE OF UTILITY METERS





Location ID	Meter Name	Meter Number	# of Modules	Size DC kW	Connected to Arrays
	strict Service Center 1	E-70109	1,017	361.035	A,B,C

Arrays were designed assuming a crystalline silicon PV module of nominal power = 355W
Total estimated conduit length = 634 ft

NOTES

1. Results of easement reports may affect final placement of solar arrays
2. Trees and/or other obstructions will have to be removed, trimmed or relocated
3. A detailed analysis of the effect of shade on the arrays has not been performed
4. A soil analysis has not been performed
5. It is assumed that the site is not in a designated flood plain
6. Arrays may be divided into 4,000sf sections with a 1' gap for earthquake safety

LEGEND

-  Solar Array
-  Point of Interconnection
-  Proposed Conduit Run
-  Tree to be removed. Final count may vary



7777 CENTER AVENUE, SUITE 200
HUNTINGTON BEACH, CA 92647
(714) 408-2982
WWW.PFMGSOLAR.COM

CONFIDENTIALITY STATEMENT

This drawing is the property of PFMG Solar LLC and is not to be disclosed to others without written consent from PFMG Solar LLC

Site Name:

DISTRICT SERVICE CENTER

Project name:

PASADENA USD

Site Address:

740 W WOODBURY RD
ALTADENA, CA 91001

Revision:

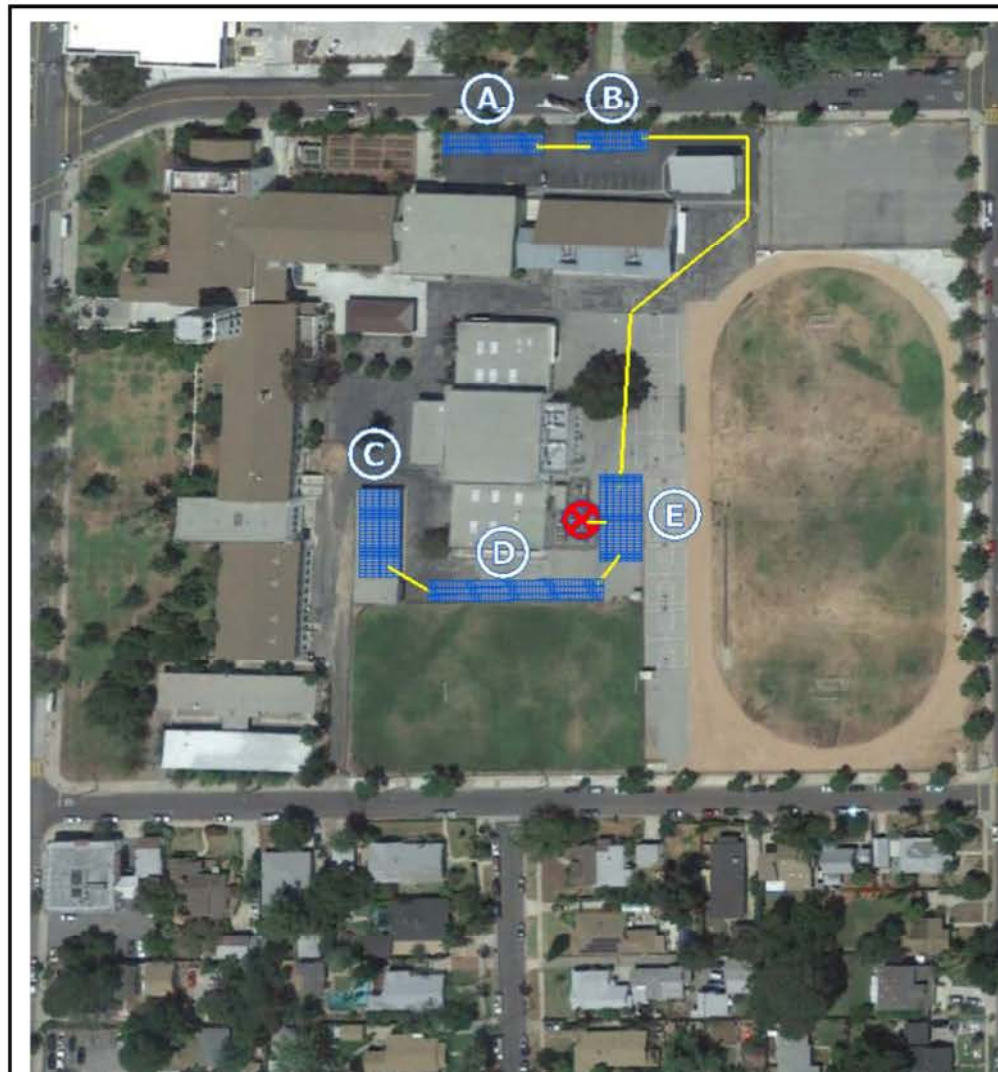
S03

Date:

2/21/2018

Drawn by:

JSR



SCHEMATIC LAYOUT OF PROPOSED SOLAR SYSTEM

TABLE OF SOLAR ARRAYS

Location ID	Racking Type	Modules in Rise	# of Modules	Size DC kW	Azimuth	Tilt
A	Carport	3	84	29.820	180°	7°
B	Carport	3	60	21.300	180°	7°
C	Elevated	6	150	53.250	270°	7°
D	Elevated	3	147	52.185	180°	7°
E	Elevated	6	150	53.250	270°	7°
			591	209.805		

TABLE OF UTILITY METERS





Location ID	Meter Name	Meter Number	# of Modules	Size DC kW	Connected to Arrays
	ot Arts Magnet Acade	V349N-006249	591	209.805	A,B,C,D,E

Arrays were designed assuming a crystalline silicon PV module of nominal power = 355W
Total estimated conduit length = 647 ft

NOTES

1. Results of easement reports may affect final placement of solar arrays
2. Trees and/or other obstructions will have to be removed, trimmed or relocated
3. A detailed analysis of the effect of shade on the arrays has not been performed
4. A soil analysis has not been performed
5. It is assumed that the site is not in a designated flood plain
6. Arrays may be divided into 4,000sf sections with a 1' gap for earthquake safety

LEGEND

-  Solar Array
-  Point of Interconnection
-  Proposed Conduit Run
-  Tree to be removed. Final count may vary



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(714) 408 2982
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Site Name:
ELIOT ARTS MAGNET ACADEMY

Project name:
PASADENA USD

Site Address:
2184 N LAKE AVE
ALTADENA, CA 91001

Revision: S01
Date: 2/28/2018
Drawn by: SAP



SCHEMATIC LAYOUT OF PROPOSED SOLAR SYSTEM

TABLE OF SOLAR ARRAYS

Location ID	Racking Type	Modules in Rise	# of Modules	Size DC kW	Azimuth	Tilt
A	Elevated	6	174	61.770	270°	7°
B	Elevated	6	174	61.770	90°	7°
C	Elevated	6	210	74.550	180°	7°
			558	198.090		

TABLE OF UTILITY METERS





Location ID	Meter Name	Meter Number	# of Modules	Size DC kW	Connected to Arrays
	Longfellow ES	y417sl16	558	198.090	A,B,C

Arrays were designed assuming a crystalline silicon PV module of nominal power = 355W
Total estimated conduit length = 418 ft

NOTES

1. Results of easement reports may affect final placement of solar arrays
2. Trees and/or other obstructions will have to be removed, trimmed or relocated
3. A detailed analysis of the effect of shade on the arrays has not been performed
4. A soil analysis has not been performed
5. It is assumed that the site is not in a designated flood plain
6. Arrays may be divided into 4,000sf sections with a 1' gap for earthquake safety

LEGEND

-  Solar Array
-  Point of Interconnection
-  Proposed Conduit Run
-  Tree to be removed. Final count may vary



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HUNTINGTON BEACH, CA 92647
(714) 408-2982
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CONFIDENTIALITY STATEMENT

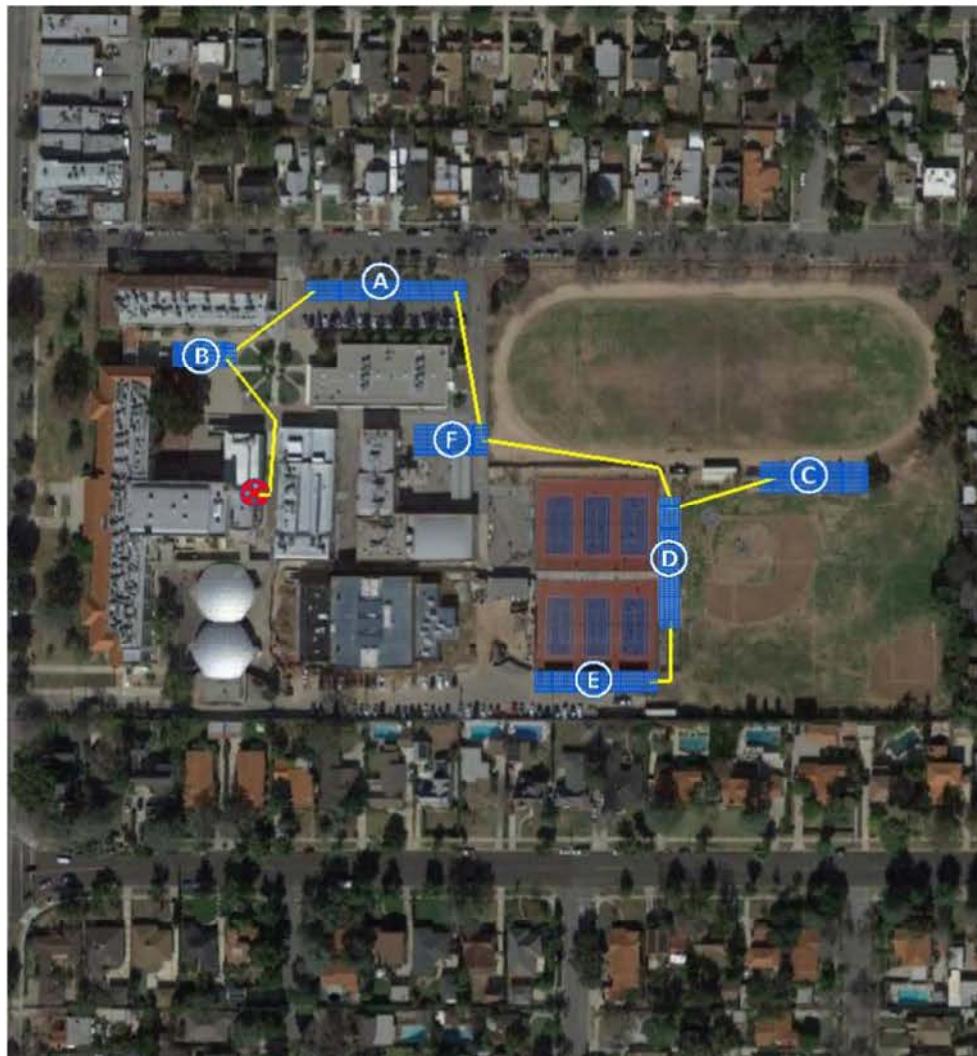
This drawing is the property of PFMG Solar LLC and is not to be disclosed to others without written consent from PFMG Solar LLC

Site Name:
LONGFELLOW ELEMENTARY SCHOOL

Project name:
PASADENA USD

Site Address:
1065 E WASHINGTON BLVD
PASADENA, CA 91104

Revision: S01
Date: 2/28/2018
Drawn by: SAP



SCHEMATIC LAYOUT OF PROPOSED SOLAR SYSTEM

TABLE OF SOLAR ARRAYS

Location ID	Racking Type	Modules in Rise	# of Modules	Size DC kW	Azimuth	Tilt
A	Carport	4	244	86.620	180°	7°
B	Elevated	5	120	42.600	181°	7°
C	Elevated	6	246	87.330	180°	7°
D	Elevated	4	204	72.420	270°	7°
E	Elevated	4	188	66.740	180°	7°
F	Elevated	6	168	59.640	180°	7°
			1,170	415.350		

TABLE OF UTILITY METERS





Location ID	Meter Name	Meter Number	# of Modules	Size DC kW	Connected to Arrays
	Marshall FS	Y424SL26	1,170	415.350	A,B,C,D,E,F

Arrays were designed assuming a crystalline silicon PV module of nominal power = 355W
Total estimated conduit length = 1105 ft

NOTES

- Results of easement reports may affect final placement of solar arrays
- Trees and/or other obstructions will have to be removed, trimmed or relocated
- A detailed analysis of the effect of shade on the arrays has not been performed
- A soil analysis has not been performed
- It is assumed that the site is not in a designated flood plain
- Arrays may be divided into 4,000sf sections with a 1' gap for earthquake safety

LEGEND

-  Solar Array
-  Point of Interconnection
-  Proposed Conduit Run
-  Tree to be removed. Final count may vary



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(714) 408 2982
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CONFIDENTIALITY STATEMENT

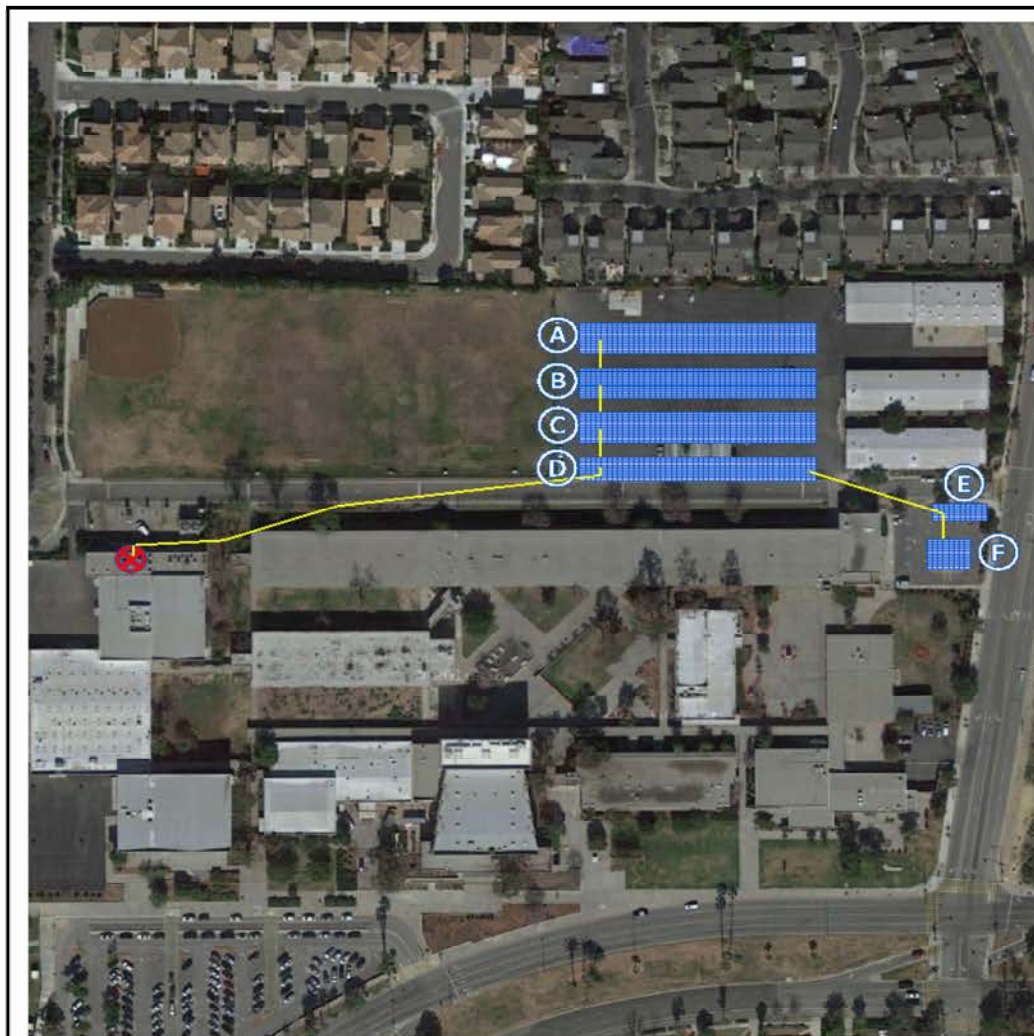
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Site Name:
MARSHALL FUNDAMENTAL SCHOOL

Project name:
PASADENA USD

Site Address:
990 ALLEN AVE
PASADENA, CA 91104

Revision: S01
Date: 2/28/2018
Drawn by: SAP



SCHEMATIC LAYOUT OF PROPOSED SOLAR SYSTEM

TABLE OF SOLAR ARRAYS

Location ID	Racking Type	Modules in Rise	# of Modules	Size DC kW	Azimuth	Tilt
A	Carport	12	528	187.440	180°	7°
B	Carport	12	528	187.440	180°	7°
C	Carport	12	528	187.440	180°	7°
D	Carport	9	396	140.580	180°	7°
E	Carport	12	70	24.850	180°	7°
F	Carport	12	96	34.080	180°	7°
			2,146	761.830		

TABLE OF UTILITY METERS





Location ID	Meter Name	Meter Number	# of Modules	Size DC kW	Connected to Arrays
	Pasadena HS Update	E-80413 x	2,146	761.830	A,B,C,D,E,F

Arrays were designed assuming a crystalline silicon PV module of nominal power = 355W
Total estimated conduit length = 1002 ft

NOTES

1. Results of easement reports may affect final placement of solar arrays
2. Trees and/or other obstructions will have to be removed, trimmed or relocated
3. A detailed analysis of the effect of shade on the arrays has not been performed
4. A soil analysis has not been performed
5. It is assumed that the site is not in a designated flood plain
6. Arrays may be divided into 4,000sf sections with a 1' gap for earthquake safety

LEGEND

-  Solar Array
-  Point of Interconnection
-  Proposed Conduit Run
-  Tree to be removed. Final count may vary



7777 CENTER AVENUE, SUITE 200
HUNTINGTON BEACH, CA 92647
(714) 408-2982
WWW.PFMGSOLAR.COM

CONFIDENTIALITY STATEMENT

This drawing is the property of PFMG Solar LLC and is not to be disclosed to others without written consent from PFMG Solar LLC

Site Name:

PASADENA HIGH SCHOOL

Project name:

PASADENA USD

Site Address:

2925 E SIERRA MADRE BLVD
PASADENA, CA 91107

Revision:

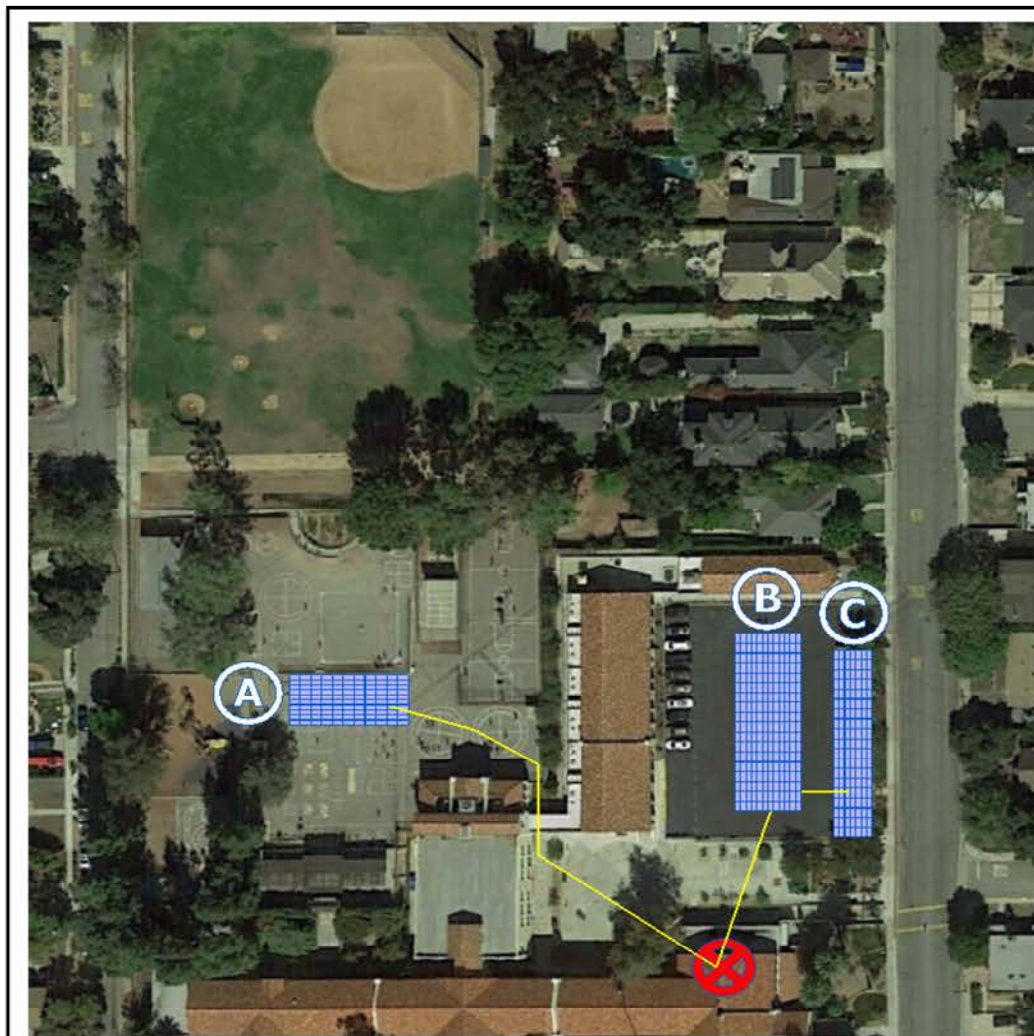
S03

Date:

2/21/2018

Drawn by:

JSR



SCHEMATIC LAYOUT OF PROPOSED SOLAR SYSTEM

TABLE OF SOLAR ARRAYS

Location ID	Racking Type	Modules in Rise	# of Modules	Size DC kW	Azimuth	Tilt
A	Elevated	10	110	39.050	180°	7°
B	Carport	12	216	76.680	270°	7°
C	Carport	7	133	47.215	270°	7°
			459	162.945		

TABLE OF UTILITY METERS





Location ID	Meter Name	Meter Number	# of Modules	Size DC kW	Connected to Arrays
	Sierra Madre ES	3671-23	459	162.945	A,B,C

Arrays were designed assuming a crystalline silicon PV module of nominal power = 355W
Total estimated conduit length = 404 ft

NOTES

1. Results of easement reports may affect final placement of solar arrays
2. Trees and/or other obstructions will have to be removed, trimmed or relocated
3. A detailed analysis of the effect of shade on the arrays has not been performed
4. A soil analysis has not been performed
5. It is assumed that the site is not in a designated flood plain
6. Arrays may be divided into 4,000sf sections with a 1' gap for earthquake safety

LEGEND

-  Solar Array
-  Point of Interconnection
-  Proposed Conduit Run
-  Tree to be removed. Final count may vary



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HUNTINGTON BEACH, CA 92647
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CONFIDENTIALITY STATEMENT

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Site Name:

SIERRA MADRE ES

Project name:

PASADENA USD

Site Address:

141 W HIGHLAND AVE
SIERRA MADRE, CA 91024

Revision:

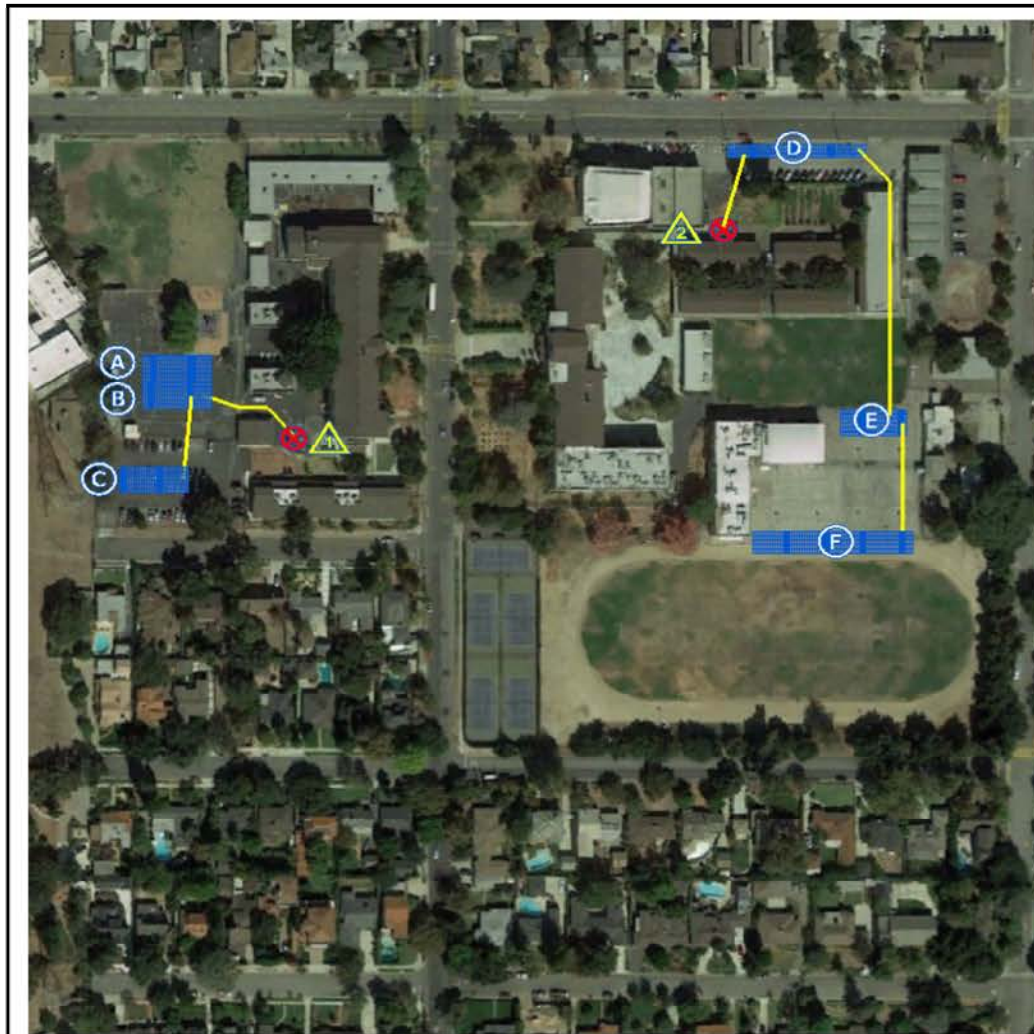
S02

Date:

2/21/2018

Drawn by:

JSR



SCHEMATIC LAYOUT OF PROPOSED SOLAR SYSTEM

TABLE OF SOLAR ARRAYS

Location ID	Racking Type	Modules in Rise	# of Modules	Size DC kW	Azimuth	Tilt
A	Elevated	6	168	59.640	180°	7°
B	Elevated	6	168	59.640	180°	7°
C	Carport	6	168	59.640	180°	7°
D	Carport	3	168	59.640	270°	7°
E	Carport	6	162	57.510	180°	7°
F	Elevated	5	325	115.375	180°	7°
			1,159	411.445		

TABLE OF UTILITY METERS





Location ID	Meter Name	Meter Number	# of Modules	Size DC kW	Connected to Arrays
1	Willard ES	Y417SL25	504	178.920	A,B,C
2	Wilson MS	Y424SL14	655	232.525	D,E,F
			1,159	411.445	

Arrays were designed assuming a crystalline silicon PV module of nominal power = 355W
Total estimated conduit length = 973 ft

NOTES

1. Results of easement reports may affect final placement of solar arrays
2. Trees and/or other obstructions will have to be removed, trimmed or relocated
3. A detailed analysis of the effect of shade on the arrays has not been performed
4. A soil analysis has not been performed
5. It is assumed that the site is not in a designated flood plain
6. Arrays may be divided into 4,000sf sections with a 1' gap for earthquake safety

LEGEND

-  Solar Array
-  Point of Interconnection
-  Proposed Conduit Run
-  Tree to be removed. Final count may vary



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HUNTINGTON BEACH, CA 92647
(714) 408-2982
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CONFIDENTIALITY STATEMENT

This drawing is the property of PFMG Solar LLC and is not to be disclosed to others without written consent from PFMG Solar LLC

Site Name:

WILSON MIDDLE AND WILLARD ELEMENTARY

Project name:

PASADENA USD

Site Address:

300 MADRE ST
PASADENA, CA 91107

Revision:

S01

Date:

2/28/2018

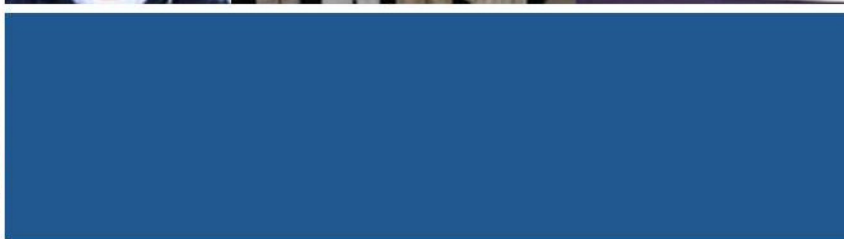
Drawn by:

SAP



Partners for Many Generations

Providing value to the Communities we serve



Construction Status Report March 2018

School	Resource Code	Project's Scope of Work	Progress/issues March 9, 2018	Project Phase	Date in Phase	Schd. compl. Date actual phase	March 2018 Report Expected date completion total project	Expected date completion total project	% of compl. Mar 9'18	Project Mgr.	Architect	Contractor	Inspector
Blair HS	95056.0	Modernization of the existing Classroom and Admin Building.	Completed: Rigid insulation at roof On going: Installation of door frames 2nd floor Installation of MEP systems. Interior walls layout & framing	CONSTRUCTION	4/4/17	11/21/18	11/21/18	typically 3-4 months after construction completion	45%	Anson & Kris	GKK	Pinner Construction	Ned Kachikian
Blair HS	95005.0	Field & Track upgrade	On going: Sythetic track base course	CONSTRUCTION	11/13/17	3/22/18	3/22/18	3/22/18	90%	Anson Rane	PJHM	Byron Davey	Donald B. Blayney
John Muir HS	95051.0	New theatrical equipment, stage rigging Architectural upgrades at the auditorium & cafeteria. New kitchen equipment and serving lines. Exterior improvements, a new amphitheater is designated to allow outdoor assembly/gathering area opened up from the cafeteria. Fire alarm upgrade throughout the campus Bleachers replacement at the gym.	On going: Structural Steel erection, drywall at Mustang Cafe, Concrete work at the Amphitheater Fire alarm campus wide- Mechanical Pads & equiment. installation Plumbing, electrical and HVAC rough-ins at Kitchen, Cafeteria & Mechanical Room Site utilities- Infiltraaion system, Rigging system Hydronic piping and gas roughed-in @low roof area of Building B.	CONSTRUCTION	9/19/16	3/18/18	5/18/18	typically 3-4 months after construction completion	Modernization 87% Kitchen 87% Gym Bleachers 70%	George K.	WLC	The Nazerian Group	Knowland Construction Inspections
John Muir HS	95183.0	KLRNS TV & Black Box Studio	Training & commissioning	CONSTRUCTION	6/10/16	6/5/17	NOC penidng approval by the Board of Educaction	NOC penidng approval by the Board of Educaction	100%	George K.	PJHM	The Nazerian Group	Knowland Construction Inspections
Norma Coombs ES	95133.0	New admin building and classrooms (4)	Completed: Drywall Classroom bldg. Exterior plaster scratch coat Wall & ceiling insulation Adim and Classroom bldgs. On going: Drywall Classroom bldg. Electricial rough HVAC rough installation Roofing material loaded on roof.	CONSTRUCTION	6/17/17	12/29/18	12/29/18	typically 3-4 months after construction completion	45%	Anson, Kris & Sam	Flewelling & Moody	Shenk Development	Donald B. Blayney
Pasadena HS	95075.0	Modernize the existing gym and locker rooms.	On going: Sitegrading and site utilities Bleacher fabrication Framing @ Boys & Girls Locker room Gym Electrical, Fire sprinklers and ceiling Insulation HVAC @ Gym and Locker rooms Locker rooms electrical and plumbing Gym Flooring, Epoxy injections	CONSTRUCTION	11/28/16	5/27/18 Estimated completion: Gym End of April 2018 Locker rooms May 2018	5/27/18	typically 3-4 months after construction completion	63%	George K.	F & M	The Nazerian Group	PRIEST Construction Services
Washington ES	95045.0	Modernization •New 10,000 SF Multipurpose & Kitchen Building •New 19,000 SF Classroom Building (13 classrooms) •Associated site work and Playground improvements	On going: Classroom Bldg. interior finishes Concrete flatwork (site) Fence installation Bldg. "D", MPR & Kitchen punch list corrections Landscaping & irrigation	CONSTRUCTION	11/3/14	MPR March 2018, Classroom Bldg. April 2018	5/1/2018	typically 3-4 months after construction completion	96.0%	Anson & Kris	LPA	G2K	Ned Kachikian
Marshall HS	62300.0	Lighting upgrade (Interior & Exterior)	Finalizing. Punch walk scheduled for week of 3/12	CONSTRUCTION	7/1/17	3/15/2018	8/1/2018	typically 3-4 months after construction completion	99.0%	James Vu	Desing/ Build Schneider Electric		N/A
	95146.0	HVAC/EMS Replacement	Preconstruction & Mobilization, Procurement of HVAC/EMS equipment	CONSTRUCTION	7/1/17	8/1/2018	8/1/2018		5.0%	James Vu	Desing/ Build Schneider Electric		N/A
Eliot MS	62300.0 95146.0	Lighting upgrade (Exterior))	Finaling & punch walk to be scheduled for week of 3/19/18	CONSTRUCTION	7/1/17	3/15/2018	8/1/2018		99.0%	James Vu	Desing/ Build Schneider Electric		N/A
		EMS Upgrades	Preconstruction & Mobilization, Procurement of HVAC/EMS equipment	CONSTRUCTION	7/1/17	8/1/2018	8/1/2018		5.0%	James Vu	Desing/ Build Schneider Electric		N/A
		Chiller Replacement	Foundations for new Unit already poured. Work to begin on the week of 3.19.18	CONSTRUCTION	7/1/17	4/6/2018	8/1/2018		10.0%	James Vu	PJHM	Schneider Electric	Ned Kachikian
Longfellow ES	95146.0	Central Plant Upgrade	Kick-off Meeeting 2/14/2018 Preconstruction & Mobilization	CONSTRUCTION	2/14/18	8/1/2018	8/1/2018		10.0%	Rick Kent, James Vu, S. Barret	Desing/ Build Southland Industries		TBD



Pasadena Unified School District

Pictures of Facilities Department Active Projects

3/9/2018



Pasadena Unified School District

Project list

[Blair HS](#)
[John Muir HS](#)
[Pasadena HS](#)
[Washington ES](#)
[Norma Coombs ES](#)
[Marshall HS](#)
[Eliot MS](#)

Blair HS

School Modernization

Framing at Building's
NW corner

Feb 22- March 9, 2018



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Blair HS

School Modernization

Framing at Building's
W side

Feb 22- March 9, 2018



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Blair HS

School Modernization

Electrical installation
above soffit

Feb 22- March 9, 2018



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Blair HS

School Modernization

New Concrete roof
slab poured at
Building's SE corner

Feb 22- March 9, 2018



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Blair HS

School Modernization

New Concrete roof slab poured at Building's NE corner

Feb 22- March 9, 2018



BLAIR HIGH SCHOOL
Home of the Vikings

[Return to projects list](#)




Blair HS

School Modernization


HVAC diffusers already in place

Feb 22- March 9, 2018



BLAIR HIGH SCHOOL
Home of the Vikings

[Return to projects list](#)




Blair HS

Track Upgrade


Curbs and layer of asphalt already in place

Feb 22- March 9, 2018



BLAIR HIGH SCHOOL
Home of the Vikings

[Return to projects list](#)



Blair HS

Track Upgrade

Curbs, layer of asphalt and storm water inlet already in place

Feb 22- March 9, 2018



BLAIR HIGH SCHOOL
Home of the Vikings

[Return to projects list](#)



Blair HS

Track Upgrade

Long Jump area

Feb 22- March 9, 2018



BLAIR HIGH SCHOOL
Home of the Vikings

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Blair HS

Track Upgrade

Long Jump area receiving primer prior to receiving the first layer of synthetic track surfacing

Feb 22- March 9, 2018



BLAIR HIGH SCHOOL
Home of the Vikings

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Blair HS

Track Upgrade

High and Long Jump Track Event concrete pads, receiving primer prior to receiving the first layer of synthetic track surfacing



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Blair HS

Track Upgrade

High and Long Jump Track Event concrete pads receiving first layer of synthetic track surfacing



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John Muir HS

Concrete forming Retaining wall #3



Feb 22- March 9, 2018



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John Muir HS

Rebar preparation for Retaining wall #3



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John Muir HS

Concrete forming Retaining wall #3



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John Muir HS

Drywall installation at Mustang Cafe



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John Muir HS

Drywall installation at
Mustang Cafe

Feb 22- March 9, 2018



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John Muir HS

Drywall installation at
Mustang Cafe

Feb 22- March 9, 2018



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John Muir HS

Wall framing at
Mustang Cafe

Feb 22- March 9, 2018



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John Muir HS

Footing slab for Food
Services lift

Feb 22- March 9, 2018



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John Muir HS

Track Field Upgrades

Feb 22- March 9, 2018



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John Muir HS

Track Field Upgrades

Feb 22- March 9, 2018



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John Muir HS

Track Field Upgrades

Feb 22- March 9, 2018


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Washington ES

Elevator door at
ground floor

Feb 22- March 9, 2018


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Washington ES

Courtyard N of
Classroom Building
with light poles and
landscaping

Feb 22- March 9, 2018


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Washington ES

Courtyard N of
Classroom Building
with light poles and
landscaping

Feb 22- March 9, 2018


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Washington ES

Courtyard N of
Classroom Building

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Washington ES

MPR with hand rails
and furniture

Feb 22- March 9, 2018


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Washington ES

MPR final touches to the trophy exhibit

Feb 22- March 9, 2018

 WASHINGTON ELEMENTARY STEM MAGNET
Science. Technology. Engineering. and Mathematics.



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Washington ES

Fence Poles along N side

Feb 22- March 9, 2018

 WASHINGTON ELEMENTARY STEM MAGNET
Science. Technology. Engineering. and Mathematics.



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Washington ES

Side walk and fence along S facade

Feb 22- March 9, 2018

 WASHINGTON ELEMENTARY STEM MAGNET
Science. Technology. Engineering. and Mathematics.



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Washington ES

On going concrete work at NW courtyard

Feb 22- March 9, 2018

 WASHINGTON ELEMENTARY STEM MAGNET
Science. Technology. Engineering. and Mathematics.



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Pasadena HS Modernization

Boy's Gym ceiling and wall tectum panel installation

Feb 22- March 9, 2018

 PASADENA HIGH SCHOOL
Home of the Bulldogs



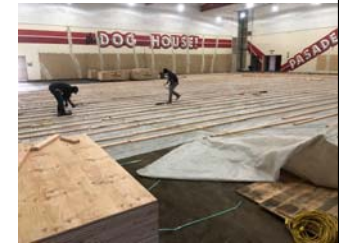
[Return to projects list](#)

Pasadena HS Modernization

Boy's Gym new flooring. prep work for plywood installation

Feb 22- March 9, 2018

 PASADENA HIGH SCHOOL
Home of the Bulldogs



[Return to projects list](#)

Pasadena HS
Modernization

Boy's Gym new
flooring, plywood
installation in
progress

Feb 22- March 9, 2018



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Pasadena HS
Modernization

Boy's Gym new
maple flooring in
progress

Feb 22- March 9, 2018



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Pasadena HS
Modernization

Boy's Gym new
maple flooring in
progress

Feb 22- March 9, 2018



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Pasadena HS
Modernization

Boy's Gym exterior
backfill for future
concrete ramp

Feb 22- March 9, 2018



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Pasadena HS
Modernization

Boy's Gym foyer,
metal structure in
progress

Feb 22- March 9, 2018



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Pasadena HS
Modernization

New PVC storm
drain E of Boy's
Gym, in progress

Feb 22- March 9, 2018

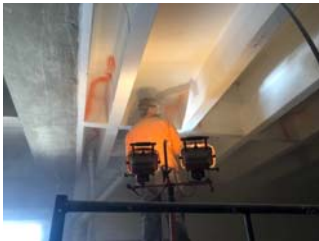


[Return to projects list](#)

Pasadena HS Modernization

Grinding to remove
paint prior to epoxy
crack injection at
Boy's Locker Room

Feb 22- March 9, 2018



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Pasadena HS Modernization

Epoxy crack
injection at Boy's
Locker Room

Feb 22- March 9, 2018



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N Coombs ES Modernization

Classroom Building
South Side.

Exterior plaster scratch coat
installation, in progress

Feb 22- March 9, 2018



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N Coombs ES Modernization

Classroom Building
East Side.

Exterior plaster scratch coat
installation, in progress

Feb 22- March 9, 2018



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N Coombs ES Modernization

Classroom Building
East Side.

Exterior plaster scratch
coat installation, in progress

Feb 22- March 9, 2018



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N Coombs ES Modernization

Classroom Building
East Side.

Exterior plaster scratch coat
installation, in progress

Feb 22- March 9, 2018



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N Coombs ES Modernization

Classroom Building
West Side.

Exterior plaster scratch
coat installation, in
progress

Feb 22- March 9, 2018



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N Coombs ES Modernization

Classroom Building
Drywall Installation in
progress

Feb 22- March 9, 2018



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N Coombs ES Modernization

Drywall Installation

Feb 22- March 9, 2018



Return to projects list




Eliot MS


Lighting upgrades

Interior lamps
Exterior wall packs and
light poles

Feb 22- March 9, 2018



Return to projects list




Eliot MS


Lighting upgrades

Interior lamps
Exterior wall packs and
light poles

Feb 22- March 9, 2018



Return to projects list




Eliot MS


Lighting upgrades

Interior lamps
Exterior wall packs and
light poles

Feb 22- March 9, 2018



Return to projects list



Eliot MS

Lighting upgrades

Interior lamps
Exterior wall packs and
light poles

Feb 22- March 9, 2018



[Return to projects list](#)




Eliot MS


Lighting upgrades

New Switch Board
and Light Controls

Feb 22- March 9, 2018



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Eliot MS

Central Plant Upgrade

Pouring concrete
foundation for new
Chiller

Feb 22- March 9, 2018



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Eliot MS

Central Plant Upgrade

Concrete foundation for
new Chiller already
poured

Feb 22- March 9, 2018



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Marshall HS


Lighting upgrades
completed

Interior lamps
Exterior wall packs and light
poles

Feb 22- March 9, 2018



[Return to projects list](#)



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

Topic: APPROVAL TO INCREASE CONTRACT PAA 79-4 WITH FLEWELLING & MOODY ARCHITECTS FOR THE NORMA COOMBS ELEMENTARY SCHOOL NEW CLASSROOM AND ADMINISTRATION BUILDINGS PROJECT

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approves the amendment to increase contract PAA 79-4 with Flewelling & Moody Architects in the amount not to exceed \$193,292.00

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

I. BACKGROUND

At the regular board meeting on May 8, 2012 The Governing Board of the Pasadena Unified School District approved Board Report 488-F, Project Assignment Agreement 79-4 for Norma Coombs Elementary School Classroom and Administration Buildings project with Flewelling & Moody in the amount of \$197,370. Additionally, a total of four amendments totaling \$342,173.00 (for additional services for District directed design changes and additional design scope) were subsequently approved by the Board. The project has since been bid and awarded with a contract for construction (awarded to Shenk Developers – BR#1194-F) in amount of \$6,593,000.00. Flewelling and Moody is requesting to adjust their fee, which was based originally in 2011 on an estimated construction cost of \$2,300,000.00, to reflect the now known actual cost of construction.

II. STAFF ANALYSIS

Since the time of the original estimate of the construction cost of the project in 2011, school construction costs have risen significantly. A&E design and construction administration fees are typically based on a percentage of the actual construction cost of the project and District staff recommends approving the amendment, in the amount of \$193,292, to the PAA 79-4 agreement with Flewelling & Moody Architects.

The Facilities Committee vetted this Board Report on March 15, 2018.

Attachment: Flewelling & Moody Fee Proposal

III. FISCAL IMPACT

Funds in an amount not to exceed \$193,292.00 are available in the Measure TT Norma Coombs Elementary School account.

Pasadena Unified School District
Board of Education Agenda: March 29, 2018
Prepared by: Nelson Cayabyab, Chief Facilities Officer

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

Originator: Nelson Cayabyab, Chief Facilities Officer

815 Colorado Blvd.
Suite 200
Los Angeles, CA 90041
323 . 543 . 8300
flewelling-moody.com



March 5, 2018

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

**RE: Amendment to PAA 79-4
Norma Coombs Elementary School
New Classroom and Administration Buildings
Additional Services Request**

Dear Mr. Cayabyab,

The following additional services request is based on the original PAA assignment and agreement with Pasadena Unified School District for Architectural and Engineering services for Norma Coombs Elementary School Project.

On March 22, 2011 Flewelling & Moody was awarded the design of new administration and classroom buildings for Norma Coombs Elementary School by Pasadena Unified School District. The fee for the contract signed by Flewelling & Moody was based on percentage of an assumed construction cost of \$2,300,000.00. Please reference attached signed PAA 79-4 agreement dated March 22, 2011.

Since the award of this work; however, this project has gone through several design renditions and has been subject to multiple revisions. Over the past 7 years, multiple design meetings were performed with different groups in charge of making decisions that impacted project time and delivery. The project also went through a code revision cycle. To date Flewelling & Moody have accumulated over 4,000 hours of labor in the period of 7 years working on this project. Project cost estimates that were performed at the inception of this project were close to the established construction budget amount; however, over the course of past 7 years the project cost has been drastically increased with the lowest successful bid amount of \$6,593,000.00 awarded to Shenk Developers. This represents a net increase of \$4,293,000.00 from the original budgeted amount.

Flewelling & Moody's profitability on this project has been adversely impacted based on the original signed agreement terms, the amount of design revisions performed, and the added project duration encompassing building code revision cycle. We are therefore requesting an adjustment to the original fee to help compensate for the time spent on this project due to reasons beyond our control. Per our new construction sliding scale approach the net fee increase would amount to \$243,292.00. Please note that we have based this on a net increase of \$2,966,976.00 rather than the actual \$4,293,000.00 taking into account the cost increase in the project due to the added and revised scope for which Flewelling & Moody has already been compensated for. Support calculation for this proposed amount is attached for your review.

As a follow up to our meeting of February 9, 2018; it was requested that we reduce our additional service fee request if possible. Upon reviewing our contractual obligation to our consultants and in recognition of the long standing relationship with the District, we propose that the additional services fee be reduced to \$193,292.00. This represents a saving of \$50,000.00 to the District.

Thank you for your consideration. Please see below support calculation documentation for the requested amount.

Sincerely,
Flewelling & Moody, Inc.



Sam Sahand, Architect
Project Manager

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

Topic: APPROVAL OF PROPOSAL WITH L. BARRIOS ASSOCIATES, INC. FOR ADDITIONAL SITE DRAINAGE SYSTEM IMPROVEMENTS FOR THE BLAIR HS TRACK RESURFACING PROJECT

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approves the lowest bid proposal for additional site drainage system improvement for the Blair HS Athletic Track Resurfacing project.

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

I. BACKGROUND

On September 28, 2017 the Board of Education approved the Bid Award for the Blair HS Athletic Track Resurfacing Project (Bid No. 04-17/18) to Byrom-Davey Inc. and on November 14, 2018 the construction commenced. During the construction phase unforeseen conditions revealed that additional drainage system improvements would be required for the proper drainage of the athletic track / field facility. A change order proposal was received from Byrom-Davey in the amount of \$86,592.00 which is in excess of 10% of the original contract amount (\$637,027.00). Subsequently, competing proposals were sought and one additional proposal of \$42,185.00. was received from L. Barrios & Associates, a District pre-qualified landscape contractor.

II. STAFF ANALYSIS

Staff recommends awarding a contract for the extra drainage work for the Blair HS Athletic Track Resurfacing project to L. Barrios & Associates in the amount not to exceed \$42,185.00

The Facilities Committee vetted this Board Report on March 15, 2018.

Attachments: Proposal from L. Barrios & Associates
Proposal from Byrom-Davey, Inc.

III. FISCAL IMPACT

The total amount for this contract will be funded out of the Developers fees account.

Pasadena Unified School District
Board of Education Agenda: March xx, 2018
Prepared by: Nelson M. Cayabyab, Chief Facilities Officer

Funding code: 25.0-95005.0-00000-85000-6275-0800000

Originator: Nelson M. Cayabyab, Chief Facilities Officer

PROPOSAL
L. BARRIOS & ASSOCIATES, INC.
302 E. FOOTHILL BLVD.
SAN DIMAS, CA. 91773
(909) 592-5893 FAX (909) 592 8809
ST. LIC. #640672

PROPOSAL SUBMITTED TO: March 2, 2018

Pasadena Unified School District
Shirly Barrett
Facilities Supervisor, MTT & CCP
740 West Woodbury Road
Pasadena, CA 91103
Ph: (626) 396.5850 ext. 89189
Fax: (626) 808.9742
barrett.shirly@pusd.us

RE: Blair High School Track Replacement Project

Construction Change Directive No: 004

Install French Drain

- Install French Drain as specified per Construction Notes: Storm Water: Sheet No. CSK-4.0 Line No. 15
Install French Drain Per Detail 1 [French Drain Detail] on Sheet Titled: Utility Plan; and Field Grading as
specified per Sheet No.CSK-3.0 in area as identified per PJHM Architects.
- Export excavated native soil and dispose of in a legal manner.
- Import all infill material as specified.

Vendors DIR Registration #1000009882

Forty Two Thousand One Hundred Eighty Five Dollars and No Cents.

Total \$42,185.00

Payment due upon completion

Attorney's fee: In the event of any arbitration or litigation between the parties concerning the work hereunder or any event related thereto, the party prevailing in such dispute will be entitled to reasonable attorney's fees.

The party executing proposal involving work done or to be done guarantees payment in full.

Any disputes and any lawsuits or arbitration's regarding this proposal shall be filed and handled in the east district of the Superior Court in Pomona, California.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance

Note: This proposal may be withdrawn by us if not accepted within (30) days.

Authorized signature: _____
John Barrios

ACCEPTANCE OF PROPOSAL- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature_____

Date of Acceptance: _____



*We put our team to work
so your team can play*

Byrom-Davey, Inc.

13220 Evening Creek Drive South

Suite #103

San Diego, CA 92128

(858) 513-7199 (858) 513-7198 Fax

www.byrom-davey.com

February 16, 2018

Days Requested: 10

To:

Anson Rane
Pasadena Unified School District
740 W. Woodbury Road
Pasadena, CA 91109

Project:

Blair High School
Track Replacement

PCO 08- GRADING AND DRAINAGE REVISIONS NORTH END

Revise grading and drainage at north end of field, including construction of a french drain between the high jump pad and track, and a french drain along the long jump runway per CCD-04.

See attached for breakdown

Total Cost \$86,592.00

Submitted By:

Marian Scholle

Byrom-Davey, Inc.
Project Manager

Approved By:

Date:

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

Topic: APPROVAL OF CHANGE ORDER NO. 4 WITH THE NAZERIAN GROUP FOR THE JOHN MUIR HIGH SCHOOL AUDITORIUM MODERNIZATION, KITCHEN RENOVATION AND BLEACHER REPLACEMENT PROJECT

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approves the Change Order No.4 with the Nazerian Group for the John Muir High School Auditorium & Kitchen Renovation and Bleacher Replacement in the amount not to exceed \$126,393.58

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

I. BACKGROUND

Muir High School features a great and large auditorium that holds a lot of history. A renovation of the Auditorium will revive all of its features and will bring all the technology up to date in order to support the Academic and Performing Arts Program. On July 28, 2016, the Governing Board of the Pasadena Unified School District approved the Award of PUSD Bid# 11-15/16 for the Muir HS-Auditorium & Kitchen Renovation and Bleacher replacement Project to The Nazerian Group in the amount of \$23,777,123. The previous change orders decreased the contract amount to 22,001,174.58. This Change Order No. 4 will bring the new contract value to 22,127,567.88, approximately 7% lower than the original bid amount.

II. STAFF ANALYSIS

Change Order 4 includes items that were discovered as unforeseen conditions such as the lead and asbestos uncovered during demolition and condition of fire sprinkler piping behind the stage. This change order also includes the partial resurfacing and repair on the Muir track (exhibit 3.3A).

The Facilities Committee vetted this Board Report on March 15, 2018.

Attachment: Change Order No. 4

III. FISCAL IMPACT

Funds in an amount not to exceed \$126,393.58 are available in the Measure TT- John Muir Modernization Project account.

**Pasadena Unified School District
Board of Education Agenda:** March 29, 2018
Prepared by: Nelson Cayabyab, Chief Facilities Officer

Report No. 1281-F

Meeting Date: March 29, 2018

Funding code: 21.1-95051.0-00000-85000-6270-0820000

Originator: Nelson Cayabyab, Chief Facilities Officer

CHANGE ORDER

OWNER	<input checked="" type="checkbox"/>	N. Cayabyab, Pasadena Unified School District
ARCHITECT	<input checked="" type="checkbox"/>	R. Hensley, WLC Architects, Inc.
CONTRACTOR	<input checked="" type="checkbox"/>	V. Nazerian, The Nazerian Group
DSA FIELD ENGINEER	<input checked="" type="checkbox"/>	A. Tran, Division of the State Architect
IOR	<input checked="" type="checkbox"/>	G. Hankins, Knowland Construction Services
OTHER	<input checked="" type="checkbox"/>	N. Piccini, WLC Architects, Inc.
OTHER	<input checked="" type="checkbox"/>	DSA Coordinator, WLC Architects, Inc.

Page 1 of 2

PROJECT: Muir High School Modernization
(name, address) 1905 Lincoln Avenue
Pasadena, CA 91103

PROJECT CHANGE ORDER NUMBER: 4

DATE: March 2, 2018

ARCHITECT'S PROJECT NO: 0913900.54

TO CONTRACTOR: The Nazerian Group
(name, address) 16218 Ventura Boulevard, Suite 7
Encino, CA 91436

CONTRACT DATE: August 15, 2017

CONTRACT FOR: Modernization

DSA APPLICATION NO.: 03-115534

DSA FILE NO.: 19-H19

The Contract is changed as follows:

		Days	Cost
4.1	Description: Remove and dispose of remnants of the existing plaster ceiling in Theater foyer at Building B. Refer to attached COP 33, Exhibits 4.1A and 4.1B. Requested By: District Reason: Unforeseen condition discovered during demolition.	0	\$ 31,706.19
4.2	Description: Remove suspected lead-based paint at the existing ten steel beams above the stage in Building B to allow welding per plan. Refer to attached COP 36, Exhibits 4.2A and 4.2B. Requested By: District Reason: Unforeseen condition discovered during demolition.		\$ 17,005.05
4.3	Description: Install synthetic track surfacing to repair the existing track surface. Refer to attached COP 37, Exhibits 4.3A, 4.3B, 4.3C, 4.3D, and 4.3E. Requested By: District Reason: Per District's direction.		\$ 63,816.90
4.4	Description: Install new fire sprinkler piping due to existing unforeseen conditions at the back of the stage in Building B. Refer to attached COP 36, Exhibits 4.4A, 4.4B, 4.4C, 4.4D, 4.4E, and 4.4F. Requested By: District Reason: Per District's direction.		\$ 13,865.44

Total Cost of This Change Order:**\$ 126,393.58**

PROJECT: Muir High School Modernization
(name, address) 1905 Lincoln Avenue
Pasadena, CA 91103

PROJECT CHANGE ORDER NUMBER: 4

DATE: March 2, 2018

ARCHITECT'S PROJECT NO: 0913900.54

Not valid until signed by the Owner, Architect and Contractor.

The original Contract Sum was	\$ 23,777,123.00
Net change by previously authorized Change Orders	\$ (1,775,948.70)
The Contract Sum prior to this Change Order was	22,001,174.30
The Contract Sum will be increased by this Change Order in the amount of	126,393.58
The new Contract Sum including this Change Order will be	22,127,567.88

The Contract Time will be unchanged by zero days.

The date of Substantial Completion as of the date of this Change Order therefore is April 2018.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Architect:



ROBERT J. HENSLEY
WLC Architects, Inc.
8163 Rochester Avenue, Suite 100
Rancho Cucamonga, CA 91730



Date: March 2, 2018

Contractor:

VARTAN NAZERIAN
The Nazerian Group
16218 Ventura Boulevard, Suite 7
Encino, CA 91436

Date: _____

Owner:

NELSON CAYABYAB
Pasadena Unified School District
740 West Woodbury Road
Pasadena, CA 91103

Date: _____



THE NAZERIAN GROUP
16218 Ventura Blvd suite #7
Encino, CA 91436
Lic# 787-198

Change Order Proposal

Client: Pasadena Unified school district

Project: Muir HS - Auditorium & Kitchen Renovation and Bleacher Replacement

☒ 03-115534 M

☐ 03-115819 K

☐ 03-116700 B

Proposal No: 033

Date: 12/18/2017

To: WLC Architects	Date Response Is Required:
From: The Nazerian Group	Purchase Order No.:

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

Scope: Removal and disposal of plaster ceiling in auditorium foyer

Contractor Costs:

(Provide Detailed Backup)

Item	Material	Labor	Equipment	Misc.	TOTALS
Sub: Karcher Environmental					\$28,900.00
Sub:					\$0.00
Sub:					\$0.00

A.	TOTAL SUBCONTRACTOR COSTS:	\$28,900.00
B.	MARK-UP OF SUBCONTRACTOR COSTS (15% max.):	Included
	GENERAL CONTRACTOR MARK-UP OF SUBCONTRACTOR COSTS (6% max.):	\$1,734.00
C.	General Contractor's Material:	\$0.00
D.	General Contractor's Sales Tax:	\$0.00
E.	General Contractor's Labor:	\$0.00
F.	General Contractor's Equipment:	\$0.00
G.	General Contractor's Direct Expenses (C+D+E+F):	\$0.00
H.	Overhead & Profit:	\$0.00
I.	GENERAL CONTRACTOR TOTAL (G+H):	\$0.00
J.	SUB-TOTAL (A+B+I):	\$30,634.00
K.	Insurance Rate:	2.00% \$612.68
L.	Bond Rate:	1.50% \$459.51

TOTAL PROPOSED CHANGE TO THE CONTRACT (J+K+L): \$31,706.19

Total Added Days Duration Anticipated: 0

Issued by Contractor:	<u>Greg Torosyan</u>	Greg Torosyan, PM	12/18/2017
	Signature	Name and Title (Printed)	Date
Approved by:			
	Signature	Name and Title (Printed)	Date

Exhibit 4.1 A



Date: December 18, 2017

Sent via email - greg@nazerian.net

Attn: Greg Torosyan
Nazerian Group
16218 Ventura Blvd, Suite 7
Encino, CA 91436

Re: Change Order Request #9
Muir HS

Please make the following change to our contract:

Price Adjustment: \$28,900.00

Schedule Adjustment: 4 days

Scope: Removal and disposal of plaster ceiling in auditorium foyer.

Exclusions/Assumptions: All applicable terms, conditions, exclusions, and assumptions from our original contract for this project are assumed to apply to this change order request. Also, hazardous materials are excluded.

Exhibit 4.1B

Sincerely,

Joe DeLosSantos



THE NAZERIAN GROUP
16218 Ventura Blvd suite #7
Encino, CA 91436
Lic# 787-198

Change Order Proposal

Client: Pasadena Unified school district

Project: Muir HS - Auditorium & Kitchen Renovation and Bleacher Replacement

☒ 03-115534 M

☐ 03-115819 K

☐ 03-116700 B

Proposal No: 036

Date: 1/18/2018

To: WLC Architects	Date Response Is Required:
From: The Nazerian Group	Purchase Order No.:

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

Scope: Removal of lead on ten structure beam supports at backstage area

Contractor Costs:

(Provide Detailed Backup)

Item	Material	Labor	Equipment	Misc.
Sub: Mariscal Painting				
Sub:				
Sub:				

TOTALS
\$15,500.00
\$0.00
\$0.00

A.	TOTAL SUBCONTRACTOR COSTS:	\$15,500.00
B.	MARK-UP OF SUBCONTRACTOR COSTS (15% max.):	Included
	GENERAL CONTRACTOR MARK-UP OF SUBCONTRACTOR COSTS (6% max.):	\$930.00
C.	General Contractor's Material:	\$0.00
D.	General Contractor's Sales Tax:	\$0.00
E.	General Contractor's Labor:	\$0.00
F.	General Contractor's Equipment:	\$0.00
G.	General Contractor's Direct Expenses (C+D+E+F):	\$0.00
H.	Overhead & Profit:	\$0.00
I.	GENERAL CONTRACTOR TOTAL (G+H):	\$0.00
J.	SUB-TOTAL (A+B+I):	\$16,430.00
K.	Insurance Rate:	2.00% \$328.60
L.	Bond Rate:	1.50% \$246.45

TOTAL PROPOSED CHANGE TO THE CONTRACT (J+K+L): \$17,005.05

Total Added Days Duration Anticipated: 0

Issued by Contractor:	<u>Greg Torosyan</u>	Greg Torosyan, PM	1/18/2018
	Signature	Name and Title (Printed)	Date
Approved by:			
	Signature	Name and Title (Printed)	Date

Exhibit 4.2A

Mariscal Painting, Inc.

9220 Klingerman St.
S El Monte, CA 91733

State License # 899391

PH: (626) 454-4761

F: (626) 454- 4291

Change Order # 4120

Submitted To: General Contractor

Date: 1/18/18

Via:Email

Time:9:00

PROJECT: MUIR HS Theater Back Stage
1905 N Lincoln, Pasadena, CA

Base Bid:\$15,500

Addenda Noted:

Spec Sections:

09900 PAINT AND COATING	
-------------------------	--

Inclusions: Remove Lead on (10) Structure Beam Supports at backstage Area

Supply Prevailing Wage Labor, Material and Equipment.

Exclusions: Any item not specifically listed above shall be considered excluded from this proposal.

Alternates:*Alternates are Not Included in Base Bid*

Exhibit 4.2B



THE NAZERIAN GROUP
16218 Ventura Blvd suite #7
Encino, CA 91436
Lic# 787-198

Change Order Proposal

Client: Pasadena Unified school district

Project: Muir HS - Auditorium & Kitchen Renovation and
Bleacher Replacement

☒ 03-115534 M

☐ 03-115819 K

☐ 03-116700 B

Proposal No: 037

Date: 2/7/2018

To: **WLC Architects**

Date Response Is Required:

From: **The Nazerian Group**

Purchase Order No.:

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

Scope: Synthetic Track Resurfacing per Districts Direction

Contractor Costs:

(Provide Detailed Backup)

Item	Material	Labor	Equipment	Misc.
Sub: Beynon Sports Surfaces Inc.				
Sub:				
Sub:				

TOTALS
\$54,914.00
\$0.00
\$0.00

A.	TOTAL SUBCONTRACTOR COSTS:	\$54,914.00
B.	MARK-UP OF SUBCONTRACTOR COSTS (15% max.):	Included
	GENERAL CONTRACTOR MARK-UP OF SUBCONTRACTOR COSTS (6% max.):	\$3,294.84
C.	General Contractor's Material:	\$0.00
D.	General Contractor's Sales Tax:	\$0.00
E.	General Contractor's Labor:	\$0.00
F.	General Contractor's Equipment:	\$0.00
G.	General Contractor's Direct Expenses (C+D+E+F):	\$3,000.00
H.	Overhead & Profit:	\$450.00
I.	GENERAL CONTRACTOR TOTAL (G+H):	\$3,450.00
J.	SUB-TOTAL (A+B+I):	\$61,658.84
K.	Insurance Rate:	2.00% \$1,233.18
L.	Bond Rate:	1.50% \$924.88

TOTAL PROPOSED CHANGE TO THE CONTRACT (J+K+L): \$63,816.90

Total Added Days Duration Anticipated: **0**

Issued by Contractor:	<u>Greg Torosyan</u>	Greg Torosyan, PM	2/7/2018
	Signature	Name and Title (Printed)	Date
Approved by:			
	Signature	Name and Title (Printed)	Date

Exhibit 4.3A



The Nazerian Group
16218 Ventura Boulevard, Suite 7
Tel: (818) 990-5115 Fax: (818) 986-1448
E-mail: cynthia@nazerian.net

PROPOSAL

PROPOSAL NO. 2718
DATE February 7, 2018
Re:

Muir HS AK&B

TO: Pasadena Unified School District

ATTN: Konni Wong, WLC Arch.
PROJECT:

Muir HS AK&B

JOB DESCRIPTION					
We propose to furnish all labor, material, and equipment to do the following.					
Synthetic Track Resurfacing per Districts direction					
ITEM	QTY	UNIT	DESCRIPTION	LINE ITEM	LINE TOTAL
1.00	40.00	hrs	Supervision	\$75.00	\$3,000.00

TOTAL: **\$3,000.00**

Exhibit 4.3B

1/26/2018

TO: The Nazerian Group
 Attn. Greg Torosyan, Project Manager, Coordinator & Contracts
 16218 Ventura Blvd., Suite 7, Encino, CA 91436
PHONE: (818) 990-5115 ext. 3
MOBILE: (818) 298-9204
FAX: (818) 986-1448
EMAIL: greg@nazerian.net

FROM: Jeb Burgess & Matt Flores
 Beynon Sports
PHONE: (559) 237-2590
EMAIL: jburgess@beynonsports.com mflores@beynonsports.com

John Muir HS - Track Repair Proposal (Option #1 – Beynon Removal)

Beynon Sports is pleased to present this proposal to supply and install new synthetic track surfacing to repair the existing track surface at John Muir High School in Pasadena, CA per Matt Flores' site visit with Robert Abolian on 1/24/18.

SYNTHETIC TRACK SURFACING	
Description:	New Synthetic Track Surfacing
Scope:	Beynon Sports proposes to supply and install new synthetic track surfacing to repair the existing track surface. <ul style="list-style-type: none"> Demo existing surfacing and apply new surfacing (BSS 300) to the entire runway area at E end of the track. Repair two (2) asphalt humps <ul style="list-style-type: none"> Lane 6 – N straight E end at 6 yd. line Lane 6 – N straight at exchange zone triangle Repair torn area in lane 6 on S straight W end at 14 yd. line Repair missing surfacing approx.. 1'x1' on comm. box at N end of runway area underneath track arm and also on comm. box at N end of W D area. <p>*Please note that repair areas will not match initially due to weatherization but tend to blend over time.</p>
Size:	507 Total Square Yards
Product:	BSS 300, BSS 1000/Pea Rock & Urethane
Color:	Red
Thickness:	13mm
Warranty:	5 Years
Cost:	\$41,414.00
Duration of Work:	5 Days (Track Surfacing Crew)

APPROVED - GREG TOROSYAN, PM
1/29/2018

- Beynon Sports is a licensed contractor in the State of California # 883198 A, C-15
- Beynon Sports CMAS #: 4-12-78-0063A
- Beynon Sports DIR Registration Number: 1000004698
- Beynon Sports acknowledges all Prevailing Wages, Per Diem and Travel Time
- Beynon Sports is a member of the American Sports Builders Association and maintains Certified Builders on staff
- Cure time on new asphalt and concrete is 28 days prior to receiving new track surface
- While surfacing and striping are being done, water systems must be curtailed, shut off or controlled so that no water falls on the track or event area surfaces.

Exhibit 4.3C

This quotation excludes any bond costs, design costs, base work or repair of base, union or labor law levies, site security, agency approval or associated fees, fencing, protection of sports surface after completion, supply and installation of any equipment, logos, multiple mobilizations or other unforeseen costs.



- If Bonding is required, please add 1.0% to the price above
- Pricing is valid for 90 days

If you have any questions regarding this proposal, please do not hesitate to contact me at the above-mentioned number or email.

Best Regards,

Jeb Burgess, *Southern CA Regional Sales Manager*
Matt Flores, *Southern CA Project Manager*

Exhibit 4.3D



DATE: 1/26/2018

TO: The Nazerian Group
Attn: Greg Torosyan, Project Manager, Coordinator & Contracts
16218 Ventura Blvd., Suite 7, Encino, CA 91436
Encino, CA 91436

PHONE: (818) 990-1515 ext. 3

MOBILE: (818) 298-9204

FAX: (818) 986-1448

EMAIL: greg@nazerian.net

FROM: Jeb Burgess, Beynon Sports

PHONE: (559) 349-8924

EMAIL: jburgess@beynonsports.com

RE: John Muir High School – FastTrack Proposal

Beynon Sports is pleased to present this FastTrack proposal to clean and restripe the existing track surface at John Muir High School in Pasadena, CA.

FASTTRACK (CLEAN & RESTRIPE)	
Scope:	Beynon Sports proposes to clean the existing track of dirt and debris and restripe all existing line striping.
Striping:	Match all existing lane lanes, event markings and lettering.
Cost:	<u>\$13,500.00</u>
Duration of Work:	1-2 Working Days (Specialized Cleaning Crew) 2-3 Working Days (Separate Licensed Track Striping Crew)

APPROVED - GREG TOROSYAN, PM
1/29/2018

The FastTrack scope of work will clean your track of dirt and debris and aesthetically enhance your synthetic running track by applying new paint to the lane lines, event markings and lettering. This scope of work will "tune-up" the track before a resurfacing is needed/ recommended in 2-3 years.

- Beynon Sports is a licensed contractor in the State of California # 883198 A, C-15
- Beynon Sports CMAS #: 4-12-78-0063A
- Beynon Sports DIR Registration Number: 1000004698
- Beynon Sports acknowledges all Prevailing Wages and Travel Time
- Beynon Sports is a member of the American Sports Builders Association and maintains Certified Builders on staff
- If Bonding is required, please add 1.0% to the price above
- Pricing is valid for 90 days
- Excluded: Track repairs are not included in the FastTrack scope of work. See repair quote will follow.

If you have any questions regarding this FastTrack proposal, please do not hesitate to contact me at the above-mentioned number or email.

Best Regards,

Jeb Burgess

Regional Sales Manager – Southern California

Exhibit 4.3E

This quotation excludes any repair costs, bond costs, design costs, base work or repair of base, union or labor law levies, site security, agency approval or associated fees, fencing, protection of sports surface after completion, supply and installation of any equipment, logos, multiple mobilizations or other unforeseen costs.



THE NAZERIAN GROUP
16218 Ventura Blvd suite #7
Encino, CA 91436
Lic# 787-198

Change Order Proposal

Client: Pasadena Unified school district

Project: Muir HS - Auditorium & Kitchen Renovation and
Bleacher Replacement

☒ 03-115534 M

☐ 03-115819 K

☐ 03-116700 B

Proposal No: 034

Date: 1/3/2018

To: **WLC Architects**

Date Response Is Required:

From: **The Nazerian Group**

Purchase Order No.:

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

Scope: Backstage New Piping

Contractor Costs:

(Provide Detailed Backup)

Item	Material	Labor	Equipment	Misc.
Sub: APEX Fire Protection				
Sub:				
Sub:				

TOTALS
\$12,638.26
\$0.00
\$0.00

A.	TOTAL SUBCONTRACTOR COSTS:	\$12,638.26
B.	MARK-UP OF SUBCONTRACTOR COSTS (15% max.):	Included
	GENERAL CONTRACTOR MARK-UP OF SUBCONTRACTOR COSTS (6% max.):	\$758.30
C.	General Contractor's Material:	\$0.00
D.	General Contractor's Sales Tax:	\$0.00
E.	General Contractor's Labor:	\$0.00
F.	General Contractor's Equipment:	\$0.00
G.	General Contractor's Direct Expenses (C+D+E+F):	\$0.00
H.	Overhead & Profit:	\$0.00
I.	GENERAL CONTRACTOR TOTAL (G+H):	\$0.00
J.	SUB-TOTAL (A+B+I):	\$13,396.56
K.	Insurance Rate:	2.00% \$267.93
L.	Bond Rate:	1.50% \$200.95

TOTAL PROPOSED CHANGE TO THE CONTRACT (J+K+L): \$13,865.44

Total Added Days Duration Anticipated: **0**

Issued by Contractor:	<u>Greg Torosyan</u>	Greg Torosyan, PM	1/3/2018
	Signature	Name and Title (Printed)	Date
Approved by:			
	Signature	Name and Title (Printed)	Date

Exhibit 4.4A

QTY	MATERIAL BREAKDOWN	UNIT	EXTENDED
	SEE ATTACHED		
	MATERIAL TOTAL @		\$ 4,011.22
	LABOR BREAKDOWN	RATE PER HOUR	EXTENDED
2	LABOR- GENERAL FORMAN	\$ 111.62	\$ 223.24
48	LABOR- FOREMAN	\$ 94.66	\$ 4,543.68
0	LABOR- JOURNEYMAN	\$ 88.88	\$ -
0	LABOR- APPRENTICE 1	\$ 39.23	\$ -
48	LABOR- APPRENTICE 2	\$ 40.95	\$ 1,965.60
2	PROGRAMMING	\$ 90.00	\$ 180.00
0	INSPECTION/TESTING	\$ 90.00	\$ -
0	SHOP FABRICATION	\$ 24.00	\$ -
	LABOR TOTAL @		\$ 6,912.52
	OTHER COSTS	RATE PER HOUR	EXTENDED
1	ESTIMATING HOURS	\$ 65.00	\$ 65.00
0	TRAVEL EXPENSE	\$ 35.00	\$ -
0	DESIGN EXPENSE	\$ 95.00	\$ -
0	PERMIT/PLAN CHECK	\$ 50.00	\$ -
0	BLUE PRINT/CAD DESIGN EXPENSE		\$ -
0	PERMIT/PLAN CHECK COST		\$ -
0	PROGRAMMING COST		\$ -
0	CAD DEPT.REVIEW	\$ 80.00	\$ -
1	ADMIN. FEE	\$ 95.00	\$ 95.00
0	FREIGHT	2% OF MAT'L	\$ -
0	WARRANTY ALLOWANCE	5% OF MAT'L	\$ -
1	EQUIPMENTS / TOOLS		\$ 245.00
	TOTAL OTHER EXPENSES@		\$ 405.00
	SUMMARY TOTALS		EXTENDED
	MATERIAL		\$ 4,011.22
	TAX 9%		\$ 381.05
	FIELD LABOR		\$ 6,192.52
	OTHER COSTS		\$ 405.00
	OVERHEAD & PROFIT @10%		\$ 1,648.47
	GRAND TOTAL		\$12,638.26

Price Quotation # B323515

FERGUSON FIRE & FAB #1743

235 NORTH JOY STREET
CORONA, CA 92879-1323

Phone : 951-272-8803
Fax : 951-272-4868

Bid No.....: B323515
Bid Date...: 12/04/17
Quoted By: DAG
Customer.: APEX FIRE PROTECTION
2155 VERDUGO BLVD #220
MONTROSE, CA 91020

Cust Phone: 818-968-5773
Terms.....: NET 10TH PROX
Ship To.....: APEX FIRE PROTECTION
2155 VERDUGO BLVD #220
MONTROSE, CA 91020

Cust PO#..: **QUOTE ONLY**

Job Name.: JOHN MUIR HIGH SCHOO

Item	Description	Quantity	Net Price	UM	Total
DBPPEA135S40L	2-1/2X21 BLK PE A135 S40 STL PIPE	42	850.000	C	357.00
DBPPEA135S40K	2X21 BLK A135 S40 STL PIPE	84	450.095	C	378.08
DBPPEA135S40J	1-1/2X21 BLK A135 S40 STL PIPE	21	340.571	C	71.52
DBPPEA135S40H	1-1/4X21 BLK A135 S40 STL PIPE	21	303.333	C	63.70
DBPPEA135S40G	1X21 BLK A135 S40 STL PIPE	210	248.019	C	520.84
VDOMCC0392NPE0	2-1/2X1-1/2 PTD FIP TEE 920	2	29.260	EA	58.52
VDOMCC0392NPE0	2-1/2X1-1/2 PTD FIP TEE 920	2	29.260	EA	58.52
VDOMF024001P00	2-1/2 PTD F/LOCK 90 ELL 001	2	19.235	EA	38.47
VDOML02409NPE0	2-1/2 PTD F/LOCK RIGID COUP E 009N	5	19.920	EA	99.60
B200L	2-1/2 GALV NFPA ADJ SWVL RNG HGR	14	1.260	EA	17.64
B200K	2 GALV NFPA ADJ SWVL RNG HGR	12	1.300	EA	15.60
B200H	1-1/4 GALV NFPA ADJ SWVL RNG HGR	4	1.200	EA	4.80
B200G	1 GALV NFPA ADJ SWVL RNG HGR	20	1.200	EA	24.00
BCITKKG	2X2X1 BLK CI TEE	8	19.040	EA	152.32
BCITKJG	2X1-1/2X1 BLK CI TEE	2	21.320	EA	42.64
BCITJHG	1-1/2X1-1/4X1 BLK CI TEE	2	13.200	EA	26.40
BCITHGG	1-1/4X1X1 BLK CI TEE	4	10.300	EA	41.20
BCITG	1 BLK CI TEE	4	8.693	EA	34.77
BCI9G	1 BLK CI 90 ELL	60	3.240	EA	194.40
BCICRGD	1X1/2 BLK CI CONC RED	30	3.800	EA	114.00
T773719155	TY323 1/2 CP TY-FRB 155 QR PEND	35	12.281	EA	429.84
T567159010	1/2 STYLE 15 ADJ REC 2PC ESC CP	35	5.200	EA	182.00
BY379010024	2-1/2X1 1001 SWAY ATTACH PLN	4	16.000	EA	64.00

Exhibit 4.4C

BY088024	2-1/2 4L IN-LINE SWAY ATTACH PLN	2	17.580	EA	35.16
BY3410004	980 1/2 UNIV SWAY ATTACH PLN	10	11.960	EA	119.60
P7422SD1PWR	1/2X3 3/4 CS PWR STUD ANCR SD1	50	194.200	C	97.10
PS000315	1/2 13 THRD ZN G2 HEX NUT 25PK	4	10.850	PK	43.40
PS000857	1/2 ZN STL FLT WSHR 25PK	4	11.100	PK	44.40
BY235003	3/8 GALV THRD SIDE BEAM BRKT	50	4.000	EA	200.00
GATRC10	3/8X10 Z/PLT ATR	250	0.450	FT	112.50
PSTTF520	3/4X520 PTFE PIPE THRD TAPE	70	1.041	EA	72.87
WPOW32	1 QT PTFE THRD SEAL CMPD TWST TOP	1	25.250	EA	25.25
R32808	1 GAL ENDURA CLR THRD CUT OIL	4	38.220	EA	152.88
DDS0914BF5	9 14/18TPI MTL CUT BLD 5 PK	4	19.188	PK	76.75
L3003232L	2 HOLE SAW 32L	2	20.725	EA	41.45
	DO NOT STOCK 3/8 BITS				

Subtotal: \$4011.22

Inbound Freight: \$0.00

Tax: \$381.05

Order Total: \$4392.27

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseley.com/terms_conditionsSale.html. Govt Buyers: All items quoted are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

WATER FLOW RATE NOTICE: Lavatory Faucets with flow rates over 0.5 GPM are not allowed for 'public use' in California.

Exhibit 4.4D

PROJECT NAME		PROJECT NO.	
CONTRACTOR		CONTRACT NO.	
SUBCONTRACTOR	Apex Fire Protection	DATE	9/20/2017

HOURLY LABOR RATE WORKSHEET

(Reference Contract General Conditions, 'Change Orders' section. Contractor shall enter data into all fields highlighted in yellow; for those fields highlighted in blue, data will automatically populate.)

TRADE: Fire Sprinkler	CLASSIFICATION: Foreman
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Item	% Rate	Prevailing Wage Rate			Notes
		Regular Time	Overtime	Double Time	
Base Labor Rate		\$ 47.01	\$ 70.52	\$ 94.02	Use verified certified payroll
Fringe Benefits:					
	Benefit Paid Benefit Provided				
	put X in appropriate box				
Pension ¹	6.20	6.20	6.20	6.20	
Health/Welfare ¹	9.22	9.22	9.22	9.22	
Training/Certification ¹	1.35	1.35	1.35	1.35	
Vacation/Holiday ¹	6.15	-	-	-	
Other	8.90	8.90	8.90	8.90	
Fringe Benefits Subtotal		\$ 25.67	\$ 25.67	\$ 25.67	
Total Hourly Rate		\$ 72.68	\$ 96.19	\$ 119.69	= Base Labor Rate + Benefits Paid + Benefits Provided
Total Paid Hourly Rate		\$ 72.68	\$ 96.19	\$ 119.69	= Base Labor Rate + Benefits Paid
Burden: Taxes & Insurance ²					
FICA	0.068	4.94	6.54	8.14	
Medicare	0.009	0.65	0.87	1.08	
Federal Unemployment	0	-	-	-	
California Unemployment	0.062	4.51	5.96	7.42	
Workers Compensation ¹		-	-	-	Usually less than 11%; can request
Liability Ins. Premium (for labor only) ¹		-	-	-	Allowable cost of labor; less than 5%.
Other ¹		-	-	-	
Burden Subtotal		\$ 10.10	\$ 13.37	\$ 16.64	
Contractor Liability Insurance		\$ 8.31	\$ 11.00	\$ 13.69	11.44 Rate
Contractor Workers Comp		\$ 3.56	\$ 4.71	\$ 5.86	4.90 Rate
Other (warranty, record drawings, payment bonds, performance bonds, etc.)		N/A	N/A	N/A	Included in OH&P per CGC
TOTAL HOURLY RATE (Total Hourly Rate + Burden)		\$ 94.66	\$ 125.27	\$ 155.88	= Amount Contractor paid to employee

Note: For change order work, mark-ups for overhead and profit shall be applied to the above rates (these rates are subject to audit) in accordance with the provisions of CGCs, under 'Change Orders'. Mark-up rates for utility repair work shall be adjusted in accordance with the CGCs, under 'Contractor's Responsibility for the Work', subsection 'e-

1 Costs for Overtime and Double Time are same as for Regular Time.

2 Taxes & Insurance apply to Total Paid Hourly Rate which includes Base Labor Rate plus benefits paid in cash.

By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Rates certified by: Terresa Lin Company Name: Apex Fire Protection
(print name)

Signature: _____

Exhibit 4.4E

PROJECT NAME	PROJECT NO.
CONTRACTOR	CONTRACT NO.
SUBCONTRACTOR Apex Fire Protection	DATE 9/20/2017

HOURLY LABOR RATE WORKSHEET

(Reference Contract General Conditions, 'Change Orders' section. Contractor shall enter data into all fields highlighted in yellow; for those fields highlighted in blue, data will automatically populate.)

TRADE: Fire Sprinkler **CLASSIFICATION:** Apprentice2after9/1/11

Item	% Rate	Prevailing Wage Rate			Notes
		Regular Time	Overtime	Double Time	
Base Labor Rate		\$ 19.22	\$ 28.83	\$ 38.44	Use verified certified payroll
Fringe Benefits:					
	Benefit Paid Benefit Provided				
	put X in appropriate box				
Pension ¹	0	-	-	-	
Health/Welfare ¹	7.56	7.56	7.56	7.56	
Training/Certification ¹	1.35	1.35	1.35	1.35	
Vacation/Holiday ¹	1.65	-	-	-	
Other	0.40	0.40	0.40	0.40	
Fringe Benefits Subtotal		\$ 9.31	\$ 9.31	\$ 9.31	
Total Hourly Rate		\$ 28.53	\$ 38.14	\$ 47.75	= Base Labor Rate + Benefits Paid + Benefits Provided
Total Paid Hourly Rate		\$ 28.53	\$ 38.14	\$ 47.75	= Base Labor Rate + Benefits Paid
Burden: Taxes & Insurance ²					
FICA	0.068	1.94	2.59	3.25	
Medicare	0.015	0.43	0.57	0.72	
Federal Unemployment	0	-	-	-	
California Unemployment	0.062	1.77	2.36	2.96	
Workers Compensation ¹		-	-	-	Usually less than 11%; can request
Liability Ins. Premium (for labor only) ¹		-	-	-	Allowable cost of labor; less than 5%.
Other ¹		-	-	-	
Burden Subtotal		\$ 4.14	\$ 5.53	\$ 6.92	
Contractor Liability Insurance		\$ 3.26	\$ 4.36	\$ 5.46	11.44 Rate
Contractor Workers Comp		5.02	\$ 7.35	\$ 9.20	19.26 Rate
Other (warranty, record drawings, payment bonds, performance bonds, etc.)		N/A	N/A	N/A	Included in OH&P per CGC
TOTAL HOURLY RATE (Total Hourly Rate + Burden)		\$ 40.95	\$ 55.38	\$ 69.33	= Amount Contractor paid to employee

Note: For change order work, mark-ups for overhead and profit shall be applied to the above rates (these rates are subject to audit) in accordance with the provisions of CGCs, under 'Change Orders'. Mark-up rates for utility repair work shall be adjusted in accordance with the CGCs, under 'Contractor's Responsibility for the Work', subsection 'e-

1 Costs for Overtime and Double Time are same as for Regular Time.

2 Taxes & Insurance apply to Total Paid Hourly Rate which includes Base Labor Rate plus benefits paid in cash.

By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Rates certified by: Terresa Lin Company Name: Apex Fire Protection
(print name)

Signature: _____

Exhibit 4.4F

Construction Mgmt.

703.33 - 10/10

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

Topic: APPROVAL OF THE SCHNEIDER ELECTRIC'S PROPOSAL TO PERFORM ENERGY SYSTEM UPGRADES FOR WILLARD ELEMENTARY SCHOOL MAXIMIZING PROP 39 FUNDING

RECOMMENDATION: The Governing Board of the Pasadena Unified School District approves the proposal with Schneider Electric to perform energy system upgrades at Willard Elementary School maximizing prop 39 funds.

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

I. BACKGROUND

On January 26, 2016, Pasadena Unified School District released a Request for Qualifications (RFQ) and selected Schneider Electric as one of two (initially there were three and only two remain) energy services partners to help the District enhance the learning environment, increase efficiencies, and upgrade antiquated equipment. Additionally, PUSD tasked Schneider Electric to maximize their Proposition 39 (Clean Energy Jobs Act) funding. Prop 39 funding is available for eligible projects that improve energy efficiency and expand clean energy generation in schools. In order to receive funding, school districts must submit an Energy Expenditure Plan (EEP) to the California Energy Commission (CEC) for approval.

Schneider Electric evaluated Willard Elementary School's energy-consuming systems in terms of age, condition, and performance. Based on this evaluation and direction from Pasadena USD, the following measures were developed:

- Rooftop HVAC Replacement
- Building Automation System Upgrade
- Interior LED Lamp Upgrades with Occupancy/Dimming Controls
- Exterior LED Fixture Upgrades
- Utility Meters with Energy Dashboard
- Bert Plug Load Management

II. STAFF ANALYSIS

District staff recommends approving the Schneider Electric to perform energy conservation measures. The total contract proposal is \$636,406 in the amount not to exceed \$250,725 will be paid through Measure TT funds and the remainder in the amount of \$385,681 from Prop 39 funding.

This Board Report was vetted at the Facilities Committee meeting on March 15, 2018.

Attachment: Willard Elementary School 39 Energy Service Contract.

III. FISCAL IMPACT

Funds in the total project amount not to exceed of \$250,725 are available in the Measure TT Account for Willard Elementary School project.

<p>Pasadena Unified School District Board of Education Agenda March 29, 2018 Prepared by: <u>Nelson M. Cayabyab, Chief Facilities Officer</u></p>
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<p>Funding Code: 21.1-950150-00000-85000-6285-0000058</p>
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Originator: Nelson M. Cayabyab, Chief Facilities Officer

ENERGY SERVICES CONTRACT

This is an energy services contract (Contract") by and between Schneider Electric Buildings Americas, Inc., a Delaware corporation ("ESCO") and Pasadena Unified School District, a public school district organized and existing under the laws of the State of California ("Customer"), dated March 29, 2018 (the "Date of Commencement") whereby ESCO agrees to provide and perform the energy conservation measures ("ECMs") set forth in the attached schedules and exhibit(s) which are listed below and incorporated fully herein, subject to the terms and conditions set forth herein. The initial contract, "Investment Grade Audit Agreement" was approved by the Customer's governing board on November 17, 2016.

Schedule A: Scope of Work

Schedule B: Projected Savings

Schedule C: Methodology and Baseline

Schedule D: Cost Breakout

Form 1: CERTIFICATION REGARDING CONTRACTOR REGISTRATION

**Pasadena Unified School
District**

**Schneider Electric Buildings
Americas, Inc.**

By _____ (Signature)	By _____ (Signature)
Print Name _____	Print Name _____
Title _____	Title _____

RECITALS

- A. Customer and ESCO entered into that Investment Grade Audit Agreement approved by the Customer's governing board on November 17, 2016, under which ESCO assessed the amount of energy Customer uses and identified ways to reduce energy use and costs in its facilities. The terms and conditions of the Investment Grade Audit Agreement are incorporated herein.
- B. ESCO and Customer desire to enter into this Contract under the terms and conditions contained herein, including compliance with Proposition 39 funding requirements, to carry out the energy efficiency projects contemplated in the Investment Grade Audit Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained in this Contract, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

DEFINITIONS

- 1. "Actual Savings" is defined as the sum of the total savings realized using the procedures defined in Schedule C plus all adjustments.

2. "Annual Projected Savings" is the amount of energy savings projected by ESCO for a twelve (12) month period beginning on the Projected Savings Commencement Date and any subsequent twelve (12) month anniversary thereafter.
3. "Audit Agreement" refers to Investment Grade Audit Agreement entered into on November 17, 2016 between the Customer and ESCO.
4. "Change Order" is defined as a written change in the Project executed by both parties.
5. "Contract Documents" consist of this Contract with the terms and conditions set forth herein, the Schedules identified above, other documents listed in the Contract and any mutually agreed upon written modification issued after execution of this Contract. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by ESCO. The Contract Documents are correlative and complementary, and ESCO'S performance shall be required only to the extent consistent with the Contract Documents.
6. "Date of Commencement" is the date provided on the first page of this contract.
7. "Day" as used herein shall mean calendar day unless otherwise specifically designated.
8. "Energy Audit" refers to the Investment Grade Audit conducted by ESCO, which used a combination of methodology, including an energy survey and energy analysis to meet Proposition 39 guidelines.
9. "Excess Savings" is the amount of Actual Savings in excess of the Projected Savings to date, including any savings achieved during construction.
10. "Plan" refers to the Customer's energy efficiency **plan** submitted for approval by the California Energy Commission in order to secure funding under Proposition 39.
11. "Projected Savings" is the sum of the projected annual savings for each year of the term as set forth in Schedule B unless terminated earlier in accordance with the Contract Documents.
12. "Projected Savings Commencement Date" means the first day of the first utility billing period following the month in which ESCO delivers to Customer the project warranty letter, which designates when the project goes into the warranty period.
13. "Project" refers to Work, as set forth in Schedule A: Scope of Work, done on Customer's facilities.
14. "Proposition 39" means Proposition 39 (California Clean Energy Employment Act) and California Public Resource Code sections 26200 *et seq.*, including supporting Guidelines approved December, 2013, and most recently amended July 2016.
15. "Substantial Completion" refers to and shall mean the date the individual scopes of work are sufficiently implemented in accordance with the Contract Documents that Customer may utilize the Project for the use for which it is intended, and is fully complete except for minor items, adjustments and/or corrections.
16. "Warranty Period" is as defined in Article 4.3.
17. "Work" means the services required by the Contract Documents, and includes all labor, materials, equipment and services provided or to be provided by ESCO to fulfill ESCO'S obligations. The Work may constitute the whole or a part of the Project.

TERMS AND CONDITIONS OF CONTRACT

ARTICLE 1 – DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

1.1 ESCO projects it will achieve Substantial Completion of the Work within 365 days from Date of Commencement (the “Contract Time”), subject to adjustments of this Contract Time as provided in the Contract Documents.

ARTICLE 2 – CONTRACT SUM AND PAYMENTS

2.1 The total of all Contract payments for the Work shall be **\$636,406** (the “Contract Sum”), which is comprised of \$385,681 of Proposition 39 funding and \$250,725 of Measure TT funding. Construction progress payments (“Progress Payments”) shall be made to ESCO monthly based on the percentage completion of items delineated on a “Schedule of Values” completed during the prior month. The Schedule of Values will be developed by ESCO and provided to Customer subject to Customer’s approval at the beginning of Project implementation. The Schedule of Values will be based upon the Contract Sum less the project mobilization payment.

2.2 ESCO shall submit “Payment Request Forms” and supporting documentation to Customer and Progress Payments shall be made to ESCO on a monthly basis during construction. Customer shall promptly forward payment to ESCO in an amount equal to the value of services rendered since the last interim payment as shown on the Schedule of Values provided during installation. Customer’s Progress Payments shall be subject to retention withheld equal to ten percent (10%) of each Progress Payment (“Retention”). Retention withheld by the Customer shall be disbursed to ESCO as part of the Final Payment due to ESCO.

2.3 If any payment to ESCO is late due to late funding from Proposition 39 funds, Customer shall not be subject to a late penalty. If any payment is over sixty (60) days late from the date the District receives the invoice and the delay is not attributable to the delay in availability of Proposition 39 funds, Customer shall pay to ESCO a 1% late penalty per month and ESCO reserves the right to terminate this Contract due to non-payment upon seven (7) days prior written notice to Customer. Customer shall not be subject to any late payment penalty for an invoice if the District has a good faith dispute about the invoice, including amount charged, or the services rendered.

2.4 Within ten (10) days of Commencement, Customer shall make a 10% Project Mobilization payment to ESCO. Remaining Project costs and invoicing will be in accordance with Article 2.

2.5 Payments may be withheld or reduced on account of (1) Defective Work (as defined in Article 3.2) not remedied, (2) claims filed by third parties, (3) failure of ESCO to make payments properly to the “Subcontractor(s)” or for labor, materials or equipment, (4) repeated failure to carry out the Work in accordance with the Contract Documents, or (5) rejection of all or a portion of the Plan by the California Energy Commission (“CEC”).

2.6 Final Payment shall not become due until: (1) 30 days after acceptance by the Board and filing of the Notice of Completion with the County Recorder’s Office; and (2) ESCO has delivered to Customer a complete release of all liens arising out of this Contract covering all labor, materials, and equipment for which a lien could be filed, or a bond satisfactory to Customer to indemnify Customer against such lien.

2.7 The making of Final Payment shall constitute a waiver of claims by Customer except those arising from (1) liens, claims, security interests or encumbrances arising out of the Contract and which are unsettled, (2) failure of the Work to comply with the requirements of the Contract Documents, or (3) terms of special warranties required by the Contract Documents.

ARTICLE 3 – CUSTOMER

3.1 Except for permits and fees, which are the responsibility of ESCO under the Contract Documents, Customer shall secure and pay for necessary approvals, easements, assessments and charges required for the use or occupancy of permanent structures or permanent changes in facilities. In the event that any of the Work requires DSA approval, ESCO will be responsible for submission of applications.

3.2 If within the Warranty Period, ESCO fails to correct Work that is not in material accordance with the requirements of the Contract Documents ("Defective Work") or repeatedly fails to carry out the Work in accordance with the Contract Documents, and if ESCO does not correct or diligently commence to correct such failure within the notice period provided in this section 3.2, Customer, upon seven (7) days prior written notice to ESCO, may order ESCO to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the right of Customer to stop the Work shall not give rise to a duty on the part of Customer to exercise this right for the benefit of ESCO or any other person or entity.

3.3 Customer agrees to repair or replace as necessary any defective existing equipment that is intended to be reused.

3.4 Information under Customer's control shall be furnished by Customer with reasonable promptness as requested by ESCO.

3.5 Customer shall notify ESCO in writing of any or all uses or restrictions in usage of all areas of Customer's facility.

3.6 The foregoing are in addition to any other duties and responsibilities of Customer set forth herein or in any other Contract Documents.

3.7 Contractor acknowledges that this Contract, once fully executed and approved by the Customer's Board of Trustees, is public information, subject to release in response to public information requests under California Government Code § 6250 et seq. (Public Records Act), excluding material that is marked as "proprietary." Customer shall use reasonable efforts to prevent or limit disclosure of proprietary or confidential information.

ARTICLE 4 – ESCO

4.1 ESCO shall supervise and direct the Work, using ESCO's skill and attention. ESCO shall be solely responsible for and have control over means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters. ESCO shall comply with the submission and reporting requirements of Proposition 39 and Proposition 39 Guidelines. ESCO shall maintain accurate records of the Project and shall make those records available for inspection by Customer and other appropriate agencies, during regular business hours and upon reasonable notice to ESCO.

4.2 Unless otherwise provided in the Contract Documents, ESCO shall provide and pay for labor, materials, tools, equipment and machinery necessary for the proper execution and completion of the Work.

4.3 ESCO warrants to Customer for a period of one (1) year from the date of Substantial Completion that the materials and equipment manufactured by ESCO will be of good quality and new unless the Contract Documents require or permit otherwise, and further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. ESCO'S warranty excludes remedy for

damage or defect caused by abuse, alterations to the Work not executed by or for ESCO, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. ESCO shall repair or replace defective material or equipment and re-perform Work to correct any defect within the Warranty Period. ESCO does not warrant products not manufactured by ESCO, but it will pass on to Customer any manufacturer's warranty to the extent permitted. THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE), AND ESCO WILL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF CUSTOMER. ESCO'S RESPONSIBILITY IN WARRANTY OR CONTRACT SHALL NOT EXCEED THE CONTRACT PRICE PAID FOR THE SPECIFIC PRODUCT OR SERVICE THAT GIVES RISE TO THE CLAIM EXCLUDING THIRD PARTY CLAIMS FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE OR AS MAY BE REQUIRED BY LAW.

4.4 Unless otherwise provided in the Contract Documents, ESCO shall pay sales, consumer, use, and other similar taxes which are legally enacted when bids are received or negotiations concluded, whether or not effective or merely scheduled to go into effect, and shall secure and pay for the building permit and other permits, licenses and inspections necessary for proper execution and completion of the Work.

4.5 ESCO shall comply with and give notices, required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work, including but not limited to data and reports to CEC required under Proposition 39.

4.6 ESCO shall keep the premises and surrounding areas free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, ESCO shall remove from and about Project waste materials, rubbish, ESCO'S tools, equipment, machinery and surplus material.

4.7 ESCO shall provide Customer access to the Work in preparation and progress wherever located.

4.8 ESCO shall pay all royalties and license fees, shall defend suits or claims for infringement or patent rights, and shall hold Customer harmless from loss on account thereof.

4.9 Except to the extent of the negligence or willful misconduct of Customer, or its agents, representatives, employees, officers, directors or assigns, ESCO shall indemnify and hold harmless Customer, and agents and employees thereof from and against all third party claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees, arising out of or resulting from performance of the Work provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused in whole or in part by negligent acts or omissions of ESCO, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

4.10 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, ESCO SHALL NOT BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER. The remedies of Customer set forth herein are exclusive where so stated and the total cumulative liability of ESCO with respect to this Contract or anything done in connection therewith, such as the use of any product covered by or furnished under the Contract, whether in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed the contract price for the specific product, equipment, material or service work performed that gives rise to the claim, excluding third party claims for personal injury, death or property damage or as may be required by law.

ARTICLE 5 – DISPUTE RESOLUTION

5.1 To the extent allowed by applicable law, any controversy or claim arising out of or relating to this

Contract, or Contract Documents, or any breach thereof, shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

5.2 The arbitration proceeding location shall be in the county in which the Project is located.

ARTICLE 6 – SUBCONTRACTS

6.1 A Subcontractor is a person or entity who has been hired by ESCO to perform a portion of the Work at the site.

6.2 Unless otherwise stated in the Contract Documents or the bidding requirements, ESCO shall, prior to the start of Work, furnish in writing to Customer the names, licenses, addresses and contact information of the Subcontractors to whom ESCO plans to award Work. Contracts between ESCO and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to ESCO by the terms of the Contract Documents, and to assume all the obligations and responsibilities which ESCO, by the Contract Documents, assumes toward Customer, and (2) to allow the Subcontractor the benefit of all rights, remedies and redress afforded to ESCO by these Contract Documents.

6.3 ESCO shall select its Subcontractors by a competitive process of its own choosing, which may include evaluation by the "best value" criteria defined in the Public Contract Code Section 20133(c)(1) as a value determined by objective criteria related to price, features, functions, and life-cycles costs.

ARTICLE 7 – CHANGES IN THE WORK

7.1 Customer may request changes in Work consisting of additions, deletions or modifications, whereby, the Contract Sum and Contract Time shall be adjusted accordingly. Such changes in the Work shall be authorized by written Change Order that shall be mutually agreed to and signed by Customer and ESCO. The parties shall negotiate in good faith and use their best efforts to execute any Change Order, and any Change Order must be fully executed in writing by Customer and ESCO prior to any actual changes being implemented.

7.2 Notwithstanding anything to the contrary contained in the Contract Documents, changes to the Contract Sum and Contract Time shall be changed only by Change Order.

7.3 The cost or credit to Customer from a change in the Work shall be determined by mutual agreement and, in the absence of a mutual agreement being reached within a reasonable amount of time after the request for such Change Order was made, the cost or credit to Customer shall be decided by the dispute resolution process as provided in the Contract Documents.

7.4 In the event of any suspension or delay due to the acts or omissions of Customer or Customer directives to stop Work for any reason other than suspension or delay due to the acts and/or omissions of ESCO, the Contract Time for Substantial Completion shall be extended to reflect such period of interruption and the Contract Sum shall be equitably adjusted to recover ESCO'S costs of demobilization, delay and remobilization related to such suspension or delay. ESCO agrees it will cooperate with Customer and mitigate such costs to the extent and efforts commercially reasonable. If such suspension or delay continues for more than ninety (90) consecutive days, through no act or fault of ESCO, ESCO may terminate this Contract and recover from Customer payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination and damages.

ARTICLE 8 – TIME

8.1 The date of Substantial Completion is the date certified by ESCO in accordance with Article 9.3.

8.2 If ESCO is delayed at any time in progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, which are beyond the control of ESCO, then the parties hereto agree to execute a Change Order allowing for a mutually agreeable extension of time for performance of ESCO'S Work to cover such delay.

ARTICLE 9 – PAYMENTS AND COMPLETION

9.1 Payments shall be made as provided in Article 2 of the Contract.

9.2 Payments may be withheld on account of (1) Defective Work not remedied, (2) claims filed by third parties, (3) failure of ESCO to make payments properly to the Subcontractors or for labor, materials or equipment, (4) repeated failure to carry out the Work in accordance with the Contract Documents, or (5) rejection of all or a portion of the Plan by the Energy Commission.

9.3 Upon Substantial Completion, ESCO will issue a certificate of Substantial Completion to Customer.

9.4 Final payment shall not become due until (1) 30 days after acceptance by the Board and filing of the Notice of Completion with the County Recorder's Office; and (2) ESCO has delivered to Customer a complete release of all liens arising out of this Contract covering all labor, materials, and equipment for which a lien could be filed, or a bond satisfactory to Customer to indemnify Customer against such lien.

9.5 The making of final payment shall constitute a waiver of claims by Customer except those arising from (1) liens, claims, security interests or encumbrances arising out of the Contract and which are unsettled, (2) failure of the Work to comply with the requirements of the Contract Documents, or (3) terms of special warranties required by the Contract Documents.

ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

10.1 ESCO shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. ESCO shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (1) employees on the Work and other persons who may be affected thereby, (2) the Work and materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto.

10.2 ESCO shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss.

10.3 The scope of work or service to be performed by ESCO pursuant to this Contract, and the compensation to be paid to ESCO hereunder for Work or services performed, expressly exclude any Work or service of any nature associated or connected with the identification, abatement, cleanup, control or removal of environmentally hazardous materials beyond what is specifically defined and identified in Schedule A of this Contract. "Hazardous Materials" includes, but is not limited to, asbestos and PCBs discovered in or on the premises. Customer agrees that all duties and obligations in connection with any Hazardous Materials already located in or on the premises, other than those defined in Schedule A, are strictly the responsibility of Customer. Customer warrants and represents Customer has not received notice of any violation of the Hazardous Materials laws in or on the premises which will affect, be affected by, come in contact with, or otherwise impact upon or interfere with the Work to be performed by ESCO pursuant to this Contract.

10.4 Should ESCO become aware of or suspect the presence of Hazardous Materials beyond those to be addressed in Schedule A during performance of its Work under this Contract, ESCO will be authorized to cease Work in the affected area immediately, and will promptly notify Customer of the conditions discovered. Should ESCO stop Work because of the discovery or suspicion of hazardous materials, the time for performance of ESCO'S Work or service will be extended to cover the period required for

abatement, cleanup, or removal of the Hazardous Materials. ESCO will not be held responsible for any claims, damages, costs, or expenses of any kind associated with the period during which ESCO has stopped Work as a result of Hazardous Materials. If appropriate, ESCO will be entitled to an equitable adjustment of the Contract Sum for any increased costs or other charges incurred by ESCO in connection with the existence of its rights under this paragraph.

10.5 Customer will be responsible for taking all necessary steps to correct, abate, clean up, or control Hazardous Materials not addressed by ESCO in Schedule A in accordance with all applicable statutes and regulations. Customer specifically agrees, to the extent allowed by state law, to indemnify and to hold ESCO, its officers, agents and employees harmless from and against any and all claims, demands, damages, or causes of action in any way arising out of the release of Hazardous Materials into the air, soil, or any water system or water course, or any actions taken in connection with same, or any failure to act.

ARTICLE 11 – INSURANCE AND BONDS

11.1 ESCO shall maintain adequate levels and types of insurance coverage appropriate to its business and profession and as may be required by applicable law and the Contract Documents. Such insurance shall be in companies authorized to do business in the jurisdiction in which the Project is located with an A.M. Best's rating of at least A- VII and as a minimum shall include Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles and Commercial General Liability covering public liability, property damage and completed operations with limits not less than \$2,000,000 per occurrence. Certificates of such insurance shall be provided to Customer prior to commencement of the Work.

11.2 Within ten (10) days following approval of the Contract, ESCO shall provide payment and performance bonds for 100% of the Contract Sum to secure the faithful performance of the Work, compliance with the terms of this Contract and to insure ESCO'S payment obligations to its Subcontractors and suppliers related to the Work. Notwithstanding any provision to the contrary herein, any payment and performance bonds associated with this Contract guarantee only the performance of the installation portion of the Contract, and shall not be construed to guarantee the performance of: (1) any efficiency or energy savings guarantees, (2) any support or maintenance service agreement, or (3) any other guarantees or warranties with terms beyond one (1) year in duration from the completion of the installation portion of the Contract.

ARTICLE 12 – TERMINATION OF THE CONTRACT

12.1 If Customer (1) fails to make payments to ESCO for the Work as required in this Contract, through no fault of ESCO, or (2) fails to fulfill any of its other obligations or responsibilities under the Contract Documents, ESCO may, after delivery of written notice and providing Customer fourteen (14) business days to cure , terminate the Contract and recover from Customer payment for (i) all Work up to and including the date of termination completed in accordance with the Construction Documents and free from defects and (ii) for proven loss with respect to materials, equipment, tools, and machinery, including reasonable overhead and profit and the costs ESCO actually incurs in cancelling subcontracts or supply contracts entered into up to and including the date of termination.

12.2 If ESCO breaches a material provision of this Contract, Customer, after delivery of written notice and providing ESCO fourteen (14) days to cure such breach, may make good such deficiencies or repairs or replacements itself at the expense of ESCO, who will either (i) have the cost of such deficiencies or repairs or replacements deducted from payment then or thereafter due ESCO or (ii) , if no payments are due to ESCO, will pay the cost of such deficiencies or repairs or replacements to Customer upon demand. If Customer chooses not to make such repairs or replacements, it may terminate the Contract.

12.3 Any remedies provided for in this Article 12, shall not be exclusive of any additional remedies available to a party pursuant to this Contract, in equity or in the law.

12.4 If State funding of Proposition 39 projects for the Work is insufficient or is not appropriated for reasons not due to errors by ESCO, Customer may terminate this Contract upon seven (7) days' written notice to ESCO and pay ESCO for all Work completed in accordance with the Construction Documents and free from defects up to the date of termination, together with the costs ESCO actually incurs in cancelling subcontracts or supply contracts entered into with respect to the Work. ESCO shall make reasonable efforts to mitigate its costs.

ARTICLE 13 – OTHER CONDITIONS OR PROVISIONS

13.1 If any provision of this Contract shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

13.2 Nothing herein shall be deemed to establish a relationship of principal and agent between ESCO and Customer, or any of their respective agents or employees, and this Contract and the Contract Documents may not be construed as creating any form of legal association or arrangement that would impose liability upon one party for the act or failure to act of the other party.

13.3 This Contract shall be governed by the laws of the state where the Project is located.

13.4 As between Customer and ESCO, any applicable statute of limitation shall commence to run and any alleged cause of action shall be deemed to have accrued (1) not later than the date of Substantial Completion for acts or failures to act occurring prior to the relevant date of Substantial Completion, or (2) not later than the date of the relevant act or failure to act by either party for acts or failures to act occurring after the date of Substantial Completion.

13.5 ESCO agrees to complete and submit the following documents, as required by Customer upon receipt of a NOTICE TO PROCEED: Prevailing Wage Certification, Workers' Compensation Certification, Fingerprinting/Criminal Background Investigation Certification, Drug-Free Workplace / Tobacco-Free Environment Certification, Insurance Certificates and Endorsements.

13.6 This Contract, along with the Master Contract and Contract Documents, sets forth the entire understanding between the parties and supersedes all prior oral or written understandings relating to the subject matter herein. This Contract may not be altered or modified except by a written instrument signed by a duly authorized representative of each party.

13.7 On and after April 1, 2015, no contractor or subcontractor may be awarded a contract for work on a public works project, or may perform any work on a public works project, unless the contractor or subcontractor is currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1725.5 for an unregistered contractor to submit a bid authorized by Business and Professions Code Section 7029.1 or Public Contract Code Section 20103.5, if the contractor is registered at the time the contract is awarded.

13.8 To the extent Labor Code Section 1725.5 is applicable to the Contract, ESCO shall be responsible for ensuring that it and all subcontractors are currently and properly registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. Prior to commencing the Work, ESCO must complete, execute, and submit to the District the "Certification Regarding Contractor Registration" form included in the Required Contract Forms. Notwithstanding anything to the contrary, if at any time during the performance of the Work, ESCO or any of its subcontractors is not duly registered pursuant to Labor Code Section 1725.5 (including, without limitation, if the registration expires or the DIR revokes the registration), the District in its sole discretion may cancel the Contract and/or replace the ESCO or subcontractor with an ESCO or subcontractor that is duly registered pursuant to Labor Code Section 1725.5.

SCHEDULE A: SCOPE OF WORK

ESCO acknowledges that all Work must qualify as an eligible project under Proposition 39; and that the Scope of Work may be amended to reflect changes in funding allocation and Customer's energy expenditure plan, upon mutual agreement of the Parties and a written amendment to this Contract related to any changes in scope, payment and duration. Prior to commencement of any Work, Customer shall review and approve the Project.

Customer hereby acknowledges and agrees that the scope of work shall be limited to, and ESCO shall only perform the following:

Scope of Work

ECM 1 – REPLACE INTERIOR LIGHTING WITH LEDS

This scope will replace the following lamps at Willard Elementary School with LED. Existing ballasts will be left in place due to Title 24 requirements for updating ballasts.

Existing Lighting Type	Qty	Proposed Replacement	Qty
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	13	Sylvania LED Dimmable Lamp Replacement (1 for 1)	18
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	14	Sylvania LED Dimmable Lamp Replacement (1 for 1)	14
1X4 STRIP W/ (2) 25W T8 FLUORESCENT LAMPS	1	Sylvania LED Dimmable Lamp Replacement (1 for 1)	1
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	21	Sylvania LED Dimmable Lamp Replacement (1 for 1)	21
1X4 STRIP W/ (2) 25W T8 FLUORESCENT LAMPS	2	Sylvania LED Dimmable Lamp Replacement (1 for 1)	2
1X4 STRIP W/ (2) 25W T8 FLUORESCENT LAMPS	3	Sylvania LED Dimmable Lamp Replacement (1 for 1)	3
1X4 STRIP W/ (2) 25W T8 FLUORESCENT LAMPS	1	Sylvania LED Dimmable Lamp Replacement (1 for 1)	1
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	14	Sylvania LED Dimmable Lamp Replacement (1 for 1)	14
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	5	Sylvania LED Dimmable Lamp Replacement (1 for 1)	5
Existing Already LED	36	No Replacement	36
INTERIOR CANOPY W/ (2) 26W 4 Pin CFL's	3	ALUMEN8 - E-CF 11 L40-LC-AC-U	18
A-BASE W/ 150W INCANDESCENT LAMP	2	Sylvania LED13PAR30LN/DIM/830/NFL25 13Watt 3000K	2
SMALL WALL PACK W/ (1) 42W SCREW-IN CFL	4	TCP LED7A19D41K	4

1X4 STRIP W/ (2) 25W T8 FLUORESCENT LAMPS	1	Sylvania LED Dimmable Lamp Replacement (1 for 1)	1
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	6	Sylvania LED Dimmable Lamp Replacement (1 for 1)	6
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	26	Sylvania LED Dimmable Lamp Replacement (1 for 1)	26
EXISTING EXIT SIGN WITH NO EGRESS LIGHTING	7	Lithonia Lighting 2-Light LED White with Green Stencil Exit Sign/Emergency Light Combo	7
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	14	Sylvania LED Dimmable Lamp Replacement (1 for 1)	14
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	8	Sylvania LED Dimmable Lamp Replacement (1 for 1)	8
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	14	Sylvania LED Dimmable Lamp Replacement (1 for 1)	14
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	5	Sylvania LED Dimmable Lamp Replacement (1 for 1)	5
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	2	Sylvania LED Dimmable Lamp Replacement (1 for 1)	2
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	14	Sylvania LED Dimmable Lamp Replacement (1 for 1)	14
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	6	Sylvania LED Dimmable Lamp Replacement (1 for 1)	6
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	2	Sylvania LED Dimmable Lamp Replacement (1 for 1)	2
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	9	Sylvania LED Dimmable Lamp Replacement (1 for 1)	9
INTERIOR CANOPY W/ (2) 26W 4 Pin CFL's	1	ALUMEN8 - E-CF 11 L40-LC-AC-U	1
1X4 STRIP W/ (2) 25W T8 FLUORESCENT LAMPS	1	Sylvania LED Dimmable Lamp Replacement (1 for 1)	1
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	4	Sylvania LED Dimmable Lamp Replacement (1 for 1)	4
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	4	Sylvania LED Dimmable Lamp Replacement (1 for 1)	53
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	23	Sylvania LED Dimmable Lamp Replacement (1 for 1)	23
EXISTING EXIT SIGN WITH NO EGRESS LIGHTING	7	Lithonia Lighting 2-Light LED White with Green Stencil Exit Sign/Emergency Light Combo	7

1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	3	Sylvania LED Dimmable Lamp Replacement (1 for 1)	3
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	14	Sylvania LED Dimmable Lamp Replacement (1 for 1)	14
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	14	Sylvania LED Dimmable Lamp Replacement (1 for 1)	14
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	14	Sylvania LED Dimmable Lamp Replacement (1 for 1)	14
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	14	Sylvania LED Dimmable Lamp Replacement (1 for 1)	14
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	13	Sylvania LED Dimmable Lamp Replacement (1 for 1)	13
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	14	Sylvania LED Dimmable Lamp Replacement (1 for 1)	14
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	14	Sylvania LED Dimmable Lamp Replacement (1 for 1)	14
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	14	Sylvania LED Dimmable Lamp Replacement (1 for 1)	14
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	14	Sylvania LED Dimmable Lamp Replacement (1 for 1)	14
1X4 SURFACE WRAP W/ (3) 32W T8 FLUORESCENT LAMP	16	Sylvania LED Dimmable Lamp Replacement (1 for 1)	16
SMALL WALL PACK W/ (1) 42W SCREW-IN CFL	2	TCP LED7A19D41K	2
A-BASE W/ 42W CFL LAMP	1	TCP LED7A19D41K	1
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	14	Sylvania LED Dimmable Lamp Replacement (1 for 1)	14
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	14	Sylvania LED Dimmable Lamp Replacement (1 for 1)	14
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	16	Sylvania LED Dimmable Lamp Replacement (1 for 1)	16
1X4 STRIP W/ (2) 25W T8 FLUORESCENT LAMPS	5	Sylvania LED Dimmable Lamp Replacement (1 for 1)	5
A-BASE W/ 42W CFL LAMP	8	TCP LED7A19D41K	8
2X4 RECESSED TROFFER W/ (2) 28W T5 FLUORESCENT LAMPS	17	Sylvania LED Dimmable Lamp Replacement (1 for 1)	17
1X4 SURFACE WRAP W/ (3) 32W T8 FLUORESCENT LAMP	5	Sylvania LED Dimmable Lamp Replacement (1 for 1)	5
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	4	Sylvania LED Dimmable Lamp Replacement (1 for 1)	4

2X4 RECESSED TROFFER W/ (2) 28W T5 FLUORESCENT LAMPS	14	Sylvania LED Dimmable Lamp Replacement (1 for 1)	14
1X4 SURFACE WRAP W/ (3) 32W T8 FLUORESCENT LAMP	5	Sylvania LED Dimmable Lamp Replacement (1 for 1)	5
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	2	Sylvania LED Dimmable Lamp Replacement (1 for 1)	2
2X4 RECESSED TROFFER W/ (2) 28W T5 FLUORESCENT LAMPS	17	Sylvania LED Dimmable Lamp Replacement (1 for 1)	17
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	4	Sylvania LED Dimmable Lamp Replacement (1 for 1)	4
2X4 RECESSED TROFFER W/ (2) 28W T5 FLUORESCENT LAMPS	17	Sylvania LED Dimmable Lamp Replacement (1 for 1)	17
2X4 RECESSED TROFFER W/ (4) 25W T8 FLUORESCENT LAMPS	15	Sylvania LED Dimmable Lamp Replacement (1 for 1)	15
2X4 RECESSED TROFFER W/ (2) 25W T8 FLUORESCENT LAMPS	12	Sylvania LED Dimmable Lamp Replacement (1 for 1)	12
2X4 RECESSED TROFFER W/ (2) 25W T8 FLUORESCENT LAMPS	18	Sylvania LED Dimmable Lamp Replacement (1 for 1)	18
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	16	Sylvania LED Dimmable Lamp Replacement (1 for 1)	16
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	16	Sylvania LED Dimmable Lamp Replacement (1 for 1)	16
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	16	Sylvania LED Dimmable Lamp Replacement (1 for 1)	16
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	16	Sylvania LED Dimmable Lamp Replacement (1 for 1)	16
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	16	Sylvania LED Dimmable Lamp Replacement (1 for 1)	16
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	16	Sylvania LED Dimmable Lamp Replacement (1 for 1)	16
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	16	Sylvania LED Dimmable Lamp Replacement (1 for 1)	16
1X4 STRIP W/ (2) 25W T8 FLUORESCENT LAMPS	5	Sylvania LED Dimmable Lamp Replacement (1 for 1)	5
2X4 RECESSED TROFFER W/ (2) 25W T8 FLUORESCENT LAMPS	22	Sylvania LED Dimmable Lamp Replacement (1 for 1)	22
1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	4	Sylvania LED Dimmable Lamp Replacement (1 for 1)	4
2X4 RECESSED TROFFER W/ (2) 25W T8 FLUORESCENT LAMPS	22	Sylvania LED Dimmable Lamp Replacement (1 for 1)	22

1X4 SURFACE WRAP W/ (2) 25W T8 FLUORESCENT LAMPS	4	Sylvania LED Dimmable Lamp Replacement (1 for 1)	4
2X2 SURFACE MOUNT W/ (2) 25W T8 FLUORESCENT LAMPS	1	Sylvania LED Dimmable Lamp Replacement (1 for 1)	1
INTERIOR CANOPY W/ (2) 26W 4 Pin CFL's	2	ALUMEN8 - E-CF 11 L40-LC-AC-U	2
	779		848

ECM 2 – REPLACE EXTERIOR LIGHTING WITH LEDS

Perform the following exterior lighting replacements as indicated in the table below at Willard Elementary School with LED.

Existing Lighting Type	Qty	Proposed Replacement	Qty
MEDIUM WALL PACK W/ (1) 70w Metal Halide	3	RAB WP2LED24 WALLPACK	3
SMALL WALL PACK W/ (1) 42W SCREW-IN CFL	6	RAB ENTRA12	6
LARGE "U" BRACKET FLOOD W/ (1) 250W MH	8	FXLED150T	8
LARGE "U" BRACKET FLOOD W/ (1) 250W MH	2	FFLED80T	2
A-BASE W/ 42W CFL LAMP	1	FFLED18	1
Canopy w/ (2) 26w 4 Pin CFL's	3	ALUMEN8 - E-CF 11 L40-LC-AC-U	3
8" EXTERIOR RECESSED CAN W/ (1) 42W 4-PIN CFL	8	Gren Creative 27CDLA8/840/277V	8
FULL CUTOFF WALL PACK W/ (1) 42W 4-PIN CFL	10	RAB WPLED18N	10
MEDIUM WALL PACK W/ (1) 70w Metal Halide	3	RAB WP2LED24 WALLPACK	3
SMALL WALL PACK W/ (1) 42W SCREW-IN CFL	3	RAB ENTRA12	3
ROUND 15" WALL PACK W/ (2) 32W 4-PIN CFL'S	5	Deco D407-LED-25-50-UNV-W-O-BZ	5
LARGE "U" BRACKET FLOOD W/ (1) 250W MH	1	FXLED150T	1
ROUND 15" WALL PACK W/ (2) 32W 4-PIN CFL'S	5	Deco D407-LED-25-50-UNV-W-O-BZ	5
A-BASE W/ 42W CFL LAMP	2	FFLED18	2

SMALL KNUCKLE FLOOD W/ (1) 100W MH	3	FFLED18	3
LARGE "U" BRACKET FLOOD W/ (1) 250W MH	4	FFLED80T	4
MEDIUM WALL PACK W/ (1) 70w Metal Halide	2	RAB WP2LED24 WALLPACK	2
SMALL WALL PACK W/ (1) 23W SCREW-IN CFL	1	RAB ENTRA12	1
SMALL KNUCKLE FLOOD W/ (1) 100W MH	1	FFLED18	1
Existing Already LED	7	No Replacement	7
	78		78

Lighting Exclusions and Clarifications:

- Painting and patching
- As a 'replace-in-kind' project, DSA submission and approval are not required and no DSA related fees are included
- Scope assumes that the existing electrical wiring conductors, conduit, raceways, electrical grounding, circuit breakers, lighting luminaires, and controls, are in operable condition and in compliance with existing codes
- All circuitry is capable of being de-energized: no work will be performed on energized circuits
- ESCO will document and submit to the Customer any major components or wiring discovered to be in need of repair during installation. Any such repairs will be the responsibility of the Customer to remedy in a timely manner
- ESCO is not responsible for existing damage to affected areas. Both pre and post conditions will be documented
- All existing ballast will remain in place
- Identification, testing, and abatement of hazardous material is not included

ECM 3 – HVAC ROOFTOP REPLACEMENT

The following units will be installed at Willard Elementary School.

- Roof Top Units
 - 5 - 4ton RTU's
 - 1 – 5ton RTU
 - 1 – 6ton RTU
 - 1 – 7.5ton RTU
 - 1 – 8.5ton RTU
- Wall Mount Units
 - 2 – 2ton wall mounts
 - 1 – 3.5ton wall mounts
- Controller Replacement
 - 9 RTU controllers will be replaced with i2804 controllers
 - 3 wall mount units will be disconnected from T-Stats and reconnected to new units

HVAC Exclusions and Clarifications:

- Testing, adjusting, and balancing of existing systems not identified in these documents as included in the Scope of Work.
- Commissioning of existing systems not identified in these documents as included in the Scope of

Work.

- Upgrading existing mechanical systems to provide ventilation rates in compliance with current Codes and Standards unless indicated herein to be included.
- Replacement of ductwork and diffusers not specified in the Scope of Work.
- Replacement of piping not specified in the Scope of Work.
- Ductwork and piping insulation not specified in the Scope of Work.

ECM 4 – RESOURCE ADVISOR

Resource Advisor will be provided as a service as part of this project. Utility provider data from 210 meters consisting of electric, gas, and water will be made available through the online portal. The utility data will be gathered monthly and automatically uploaded to Resource Advisor. Reports and dashboards will be made available for the Customer to tailor to their needs and preferences. Six (6) years of prior data will also be uploaded upon activation of the system. These services renew annually with Customer's acceptance for the amount of \$15,425 plus 3% annual escalation.

GENERAL SCOPE EXCLUSIONS:

- Night/holiday work unless otherwise specified in the Scope of Work.
- Additional labor cost due to restriction of allowable work hours.
- Costs incurred due to lack of access to required areas or due to access to storage areas to which materials are to be delivered.
- Costs of providing access, access control, or security escorts not specified in the Scope of Work.
- Hazardous materials testing and abatement not specified in the Scope of Work.
- Materials and labor associated with modifications to existing systems and equipment not identified in these documents as included in the Scope of Work.
- Repair or replacement of ceiling beyond that required to accomplish the Scope of Work.
- Painting of floors, walls or ceilings beyond that required to match existing surfaces in the immediate work area.
- Waste disposal other than that required to accomplish the Scope of Work.
- Demolition of equipment, piping and accessories indicated herein to be abandoned in-place unless indicated herein to be included.
- The cost for utilities including natural or propane gas, fuel oil, electricity, potable or nonpotable water during the construction period.
- The cost for equipment and/or utilities to provide temporary heating or cooling of facilities during the construction period.
- Cost escalation of materials as a result of a delay in the construction schedule caused by Customer action or inaction.
- Fees for third party engineers acting as Customer's agent.
- Water treatment equipment not specified in the Scope of Work.
- Structural modifications not specified in the Scope of Work.
- Building envelope modifications not specified in the Scope of Work.
- Electrical systems not specified in the Scope of Work.
- Equipment replacement and their components not specified in the Scope of Work.

SCHEDULE B: PROJECTED SAVINGS

The Projected Savings provided by ESCO will be as follows:

	Measured Savings	Non-Measured Savings	Annual Projected Savings	Cumulative Projected Savings
0	\$0	\$0	\$0	
1	\$0	\$15,673	\$15,673	\$15,673
2	\$0	\$15,673	\$15,673	\$31,345
3	\$0	\$15,673	\$15,673	\$47,018
4	\$0	\$15,673	\$15,673	\$62,690
5	\$0	\$15,673	\$15,673	\$78,363
6	\$0	\$15,673	\$15,673	\$94,035
7	\$0	\$15,673	\$15,673	\$109,708
8	\$0	\$15,673	\$15,673	\$125,380
9	\$0	\$15,673	\$15,673	\$141,053
10	\$0	\$15,673	\$15,673	\$156,725
11	\$0	\$15,673	\$15,673	\$172,398
12	\$0	\$15,673	\$15,673	\$188,070
13	\$0	\$15,673	\$15,673	\$203,743
14	\$0	\$15,673	\$15,673	\$219,415
15	\$0	\$15,673	\$15,673	\$235,088
Total	\$0	\$235,088	\$235,088	

The procedure used to calculate savings is described in Schedule C.

SCHEDULE C: METHODOLOGY AND BASELINE

NON-MEASURED SAVINGS

- A. Overview of M&V Plan, and Savings Calculation
- B. Annual Non-Measured Savings
- C. Performance Period Validation Activities

A. Overview of M&V Plan, and Savings Calculation

The Actual Savings associated with this methodology will be agreed upon as outlined herein and will not be verified by measurements after implementation has occurred. Customer and ESCO agree to accept the annual savings values included in Section B with no additional verification. In the event that verification steps are performed by Customer or ESCO, the annual savings values included in Section B will still be the reported savings and values used for reconciling the guarantee in Schedule B. Section B details the agreed upon savings by measure and by category.

B. Annual Non-Measured Savings

Utility Cost Savings

Once the construction of each of the measures below has reached Substantial Completion, the annual savings in the table below will be prorated monthly for each measure until the Projected Savings Commencement Date. The annual savings in the table below for each measure will be claimed for each Year after the Projected Savings Commencement Date.

School	Description	Annual Cost Savings
Willard Elementary School	Replace Interior Lighting with LEDs	\$5,605.09
Willard Elementary School	Replace Exterior Lighting with LEDs	\$3,673.03
Willard Elementary School	HVAC Rooftop Replacement	\$6,394.40

Any savings accrued prior to the Projected Savings Commencement Date will be considered Excess Savings.

C. Performance Period Validation Activities

Although no measurements will be performed to determine the magnitude of the achieved savings, ESCO will perform the validation exercises required by the Proposition 39 guidelines and will notify Customer of the effectiveness of Customer's utilization of the Utility Cost Savings measures in Paragraph B.

SCHEDULE D: COST BREAKOUT

The following chart breaks down the total cost of the turnkey project at Willard Elementary School.

Scope of Work		
1 for 1 RTU Replacement	\$153,082	24%
Interior LED Upgrade	\$166,831	26%
Exterior LED Upgrade - Willard	\$44,509	7%
Resource Advisor (1 Year)	\$15,425	2%
Subtotal Contracts	\$379,846	60%
Engineering / Pre-Construction Services	\$38,612	6%
Final Design Engineering/RA Setup	\$12,323	2%
Contract Management	\$6,601	1%
Site Supervision	\$30,320	5%
Safety	\$5,543	1%
Warranty	\$6,875	1%
Bonds & Insurance	\$5,003	1%
Prop 39 M&V / Energy Expenditure Plan (EEP)	\$16,666	3%
Subtotal Direct Expense	\$121,942	19%
G&A Overhead	\$89,578	14%
Profit	\$45,039	7%
Total Project Cost	\$636,406	100%

FORM 1: CERTIFICATION REGARDING CONTRACTOR REGISTRATION

District: Pasadena Unified School District
Contractor: Schneider Electric Buildings Americas, Inc.
Contract: Energy Services Contract dated March 29, 2018

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

- (i) I am a duly-authorized representative of the Contractor and, in that capacity, I have executed this certification on behalf of the Contractor.
- (ii) The Contractor is aware and acknowledges that, on and after March 1, 2015, and except as authorized by Business and Professions Code Section 7029.1 and Public Contract Code Section 20103.5, no contractor may bid on a public works project unless the contractor is, and no subcontractor may be listed in any bid for a public works project unless the subcontractor is, currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5.
- (iii) The Contractor is aware and acknowledges that, on and after April 1, 2015, no contractor or subcontractor may be awarded a contract for work on a public works project, or may perform any work on a public works project, unless the contractor or subcontractor is currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5.
- (iv) The Contractor is aware and acknowledges that, notwithstanding anything to the contrary, if at any time during the performance of the Work, the Contractor or any of its Subcontractors is not duly registered pursuant to Labor Code Section 1725.5 (including, without limitation, if the registration expires or the DIR revokes the registration), the District may cancel the Contract and/or replace the Contractor or Subcontractor with a contractor or subcontractor that is duly registered pursuant to Labor Code Section 1725.5, and the Contractor and/or its surety shall be responsible for any and all associated costs incurred by the District.
- (v) The Contractor and each Subcontractor who will perform any of the Work are duly registered with the DIR pursuant to Labor Code Section 1725.5.
- (vi) Evidence (in the form described in the note below) that the Contractor and each Subcontractor are duly registered with the DIR pursuant to Labor Code Section 1725.5 is attached to this certification.

Representative Name: _____
Representative Title: _____
Representative Signature: _____
Date Signed: _____

Note: This certification must be accompanied by print-outs of the applicable screens on the DIR website evidencing that the Contractor and all Subcontractors are currently registered pursuant to Labor Code Section 1725.5.

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

Topic: APPROVAL OF THE SCHNEIDER ELECTRIC'S PROPOSAL TO PERFORM ENERGY SYSTEM UPGRADES FOR WILSON MIDDLE SCHOOL MAXIMIZING PROP 39 FUNDING

RECOMMENDATION: The Board of Education Approve Schneider Electric to perform energy system upgrades at Wilson Middle School maximizing prop 39 funds.

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

I. BACKGROUND

On January 26, 2016, Pasadena Unified School District released a Request for Qualifications (RFQ) and selected Schneider Electric as one of two (initially there were three and only two remain) energy services partners to help the District enhance the learning environment, increase efficiencies, and upgrade antiquated equipment. Additionally, PUSD tasked Schneider Electric to maximize their Proposition 39 (Clean Energy Jobs Act) funding. Prop 39 funding is available for eligible projects that improve energy efficiency and expand clean energy generation in schools. In order to receive funding, school districts must submit an Energy Expenditure Plan (EEP) to the California Energy Commission (CEC) for approval.

Schneider Electric evaluated Wilson Middle School's energy-consuming systems in terms of age, condition, and performance. Based on this evaluation and direction from Pasadena USD, the following measures were developed:

- Rooftop HVAC Replacement
- Building Automation System Upgrade
- Interior LED Lamp Upgrades with Occupancy/Dimming Controls
- Exterior LED Fixture Upgrades
- Utility Meters with Energy Dashboard
- Bert Plug Load Management

II. STAFF ANALYSIS

District staff recommends approving the Schneider Electric to perform energy conservation measures. The total contract proposal is \$101,778 will be paid with Prop 39 funding.

This Board Report was vetted at the Facilities Committee meeting on March 15, 2018.

Attachment: Elliot Middle School Prop 39 Energy Service Contract

III. FISCAL IMPACT

Funds in the amount not to exceed \$101,778.00 are available in the Prop 39 fund allocation for Wilson Middle School.

Pasadena Unified School District
Board of Education Agenda March 29, 2018
Prepared by: Nelson M. Cayabyab, Chief Facilities Officer

Funding Code: 01.0-62300.0-00000-85000-6275-0780000



ENERGY SERVICES CONTRACT

This is an energy services contract (Contract") by and between Schneider Electric Buildings Americas, Inc., a Delaware corporation ("ESCO") and Pasadena Unified School District, a public school district organized and existing under the laws of the State of California ("Customer"), dated March 29, 2018 (the "Date of Commencement") whereby ESCO agrees to provide and perform the energy conservation measures ("ECMs") set forth in the attached schedules and exhibit(s) which are listed below and incorporated fully herein, subject to the terms and conditions set forth herein. The initial contract, "Investment Grade Audit Agreement" was approved by the Customer's governing board on November 17, 2016.

Schedule A: Scope of Work

Schedule B: Projected Savings

Schedule C: Methodology and Baseline

Schedule D: Cost Breakout

Form 1: CERTIFICATION REGARDING CONTRACTOR REGISTRATION

**Pasadena Unified School
District**

**Schneider Electric Buildings
Americas, Inc.**

By _____ (Signature)	By _____ (Signature)
Print Name _____	Print Name _____
Title _____	Title _____

RECITALS

- A. Customer and ESCO entered into that Investment Grade Audit Agreement approved by the Customer's governing board on November 17, 2016, under which ESCO assessed the amount of energy Customer uses and identified ways to reduce energy use and costs in its facilities. The terms and conditions of the Investment Grade Audit Agreement are incorporated herein.
- B. ESCO and Customer desire to enter into this Contract under the terms and conditions contained herein, including compliance with Proposition 39 funding requirements, to carry out the energy efficiency projects contemplated in the Investment Grade Audit Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained in this Contract, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

DEFINITIONS

- 1. "Actual Savings" is defined as the sum of the total savings realized using the procedures defined in Schedule C plus all adjustments.

2. "Annual Projected Savings" is the amount of energy savings projected by ESCO for a twelve (12) month period beginning on the Projected Savings Commencement Date and any subsequent twelve (12) month anniversary thereafter.
3. "Audit Agreement" refers to Investment Grade Audit Agreement entered into on November 17, 2016 between the Customer and ESCO.
4. "Change Order" is defined as a written change in the Project executed by both parties.
5. "Contract Documents" consist of this Contract with the terms and conditions set forth herein, the Schedules identified above, other documents listed in the Contract and any mutually agreed upon written modification issued after execution of this Contract. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by ESCO. The Contract Documents are correlative and complementary, and ESCO'S performance shall be required only to the extent consistent with the Contract Documents.
6. "Date of Commencement" is the date provided on the first page of this contract.
7. "Day" as used herein shall mean calendar day unless otherwise specifically designated.
8. "Energy Audit" refers to the Investment Grade Audit conducted by ESCO, which used a combination of methodology, including an energy survey and energy analysis to meet Proposition 39 guidelines.
9. "Excess Savings" is the amount of Actual Savings in excess of the Projected Savings to date, including any savings achieved during construction.
10. "Plan" refers to the Customer's energy efficiency **plan** submitted for approval by the California Energy Commission in order to secure funding under Proposition 39.
11. "Projected Savings" is the sum of the projected annual savings for each year of the term as set forth in Schedule B unless terminated earlier in accordance with the Contract Documents.
12. "Projected Savings Commencement Date" means the first day of the first utility billing period following the month in which ESCO delivers to Customer the project warranty letter, which designates when the project goes into the warranty period.
13. "Project" refers to Work, as set forth in Schedule A: Scope of Work, done on Customer's facilities.
14. "Proposition 39" means Proposition 39 (California Clean Energy Employment Act) and California Public Resource Code sections 26200 *et seq.*, including supporting Guidelines approved December, 2013, and most recently amended July 2016.
15. "Substantial Completion" refers to and shall mean the date the individual scopes of work are sufficiently implemented in accordance with the Contract Documents that Customer may utilize the Project for the use for which it is intended, and is fully complete except for minor items, adjustments and/or corrections.
16. "Warranty Period" is as defined in Article 4.3.
17. "Work" means the services required by the Contract Documents, and includes all labor, materials, equipment and services provided or to be provided by ESCO to fulfill ESCO'S obligations. The Work may constitute the whole or a part of the Project.

TERMS AND CONDITIONS OF CONTRACT

ARTICLE 1 – DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

1.1 ESCO projects it will achieve Substantial Completion of the Work within 180 days from Date of Commencement (the “Contract Time”), subject to adjustments of this Contract Time as provided in the Contract Documents.

ARTICLE 2 – CONTRACT SUM AND PAYMENTS

2.1 The total of all Contract payments for the Work shall be **\$101,778** (the “Contract Sum”), which is comprised of \$101,778 of Proposition 39 funding. Construction progress payments (“Progress Payments”) shall be made to ESCO monthly based on the percentage completion of items delineated on a “Schedule of Values” completed during the prior month. The Schedule of Values will be developed by ESCO and provided to Customer subject to Customer’s approval at the beginning of Project implementation. The Schedule of Values will be based upon the Contract Sum less the project mobilization payment.

2.2 ESCO shall submit “Payment Request Forms” and supporting documentation to Customer and Progress Payments shall be made to ESCO on a monthly basis during construction. Customer shall promptly forward payment to ESCO in an amount equal to the value of services rendered since the last interim payment as shown on the Schedule of Values provided during installation. Customer’s Progress Payments shall be subject to retention withheld equal to ten percent (10%) of each Progress Payment (“Retention”). Retention withheld by the Customer shall be disbursed to ESCO as part of the Final Payment due to ESCO.

2.3 If any payment to ESCO is late due to late funding from Proposition 39 funds, Customer shall not be subject to a late penalty. If any payment is over sixty (60) days late from the date the District receives the invoice and the delay is not attributable to the delay in availability of Proposition 39 funds, Customer shall pay to ESCO a 1% late penalty per month and ESCO reserves the right to terminate this Contract due to non-payment upon seven (7) days prior written notice to Customer. Customer shall not be subject to any late payment penalty for an invoice if the District has a good faith dispute about the invoice, including amount charged, or the services rendered.

2.4 Within ten (10) days of Commencement, Customer shall make a 10% Project Mobilization payment to ESCO. Remaining Project costs and invoicing will be in accordance with Article 2.

2.5 Payments may be withheld or reduced on account of (1) Defective Work (as defined in Article 3.2) not remedied, (2) claims filed by third parties, (3) failure of ESCO to make payments properly to the “Subcontractor(s)” or for labor, materials or equipment, (4) repeated failure to carry out the Work in accordance with the Contract Documents, or (5) rejection of all or a portion of the Plan by the California Energy Commission (“CEC”).

2.6 Final Payment shall not become due until: (1) 30 days after acceptance by the Board and filing of the Notice of Completion with the County Recorder’s Office; and (2) ESCO has delivered to Customer a complete release of all liens arising out of this Contract covering all labor, materials, and equipment for which a lien could be filed, or a bond satisfactory to Customer to indemnify Customer against such lien.

2.7 The making of Final Payment shall constitute a waiver of claims by Customer except those arising from (1) liens, claims, security interests or encumbrances arising out of the Contract and which are unsettled, (2) failure of the Work to comply with the requirements of the Contract Documents, or (3) terms of special warranties required by the Contract Documents.

ARTICLE 3 – CUSTOMER

3.1 Except for permits and fees, which are the responsibility of ESCO under the Contract Documents, Customer shall secure and pay for necessary approvals, easements, assessments and charges required for the use or occupancy of permanent structures or permanent changes in facilities. In the event that any of the Work requires DSA approval, ESCO will be responsible for submission of applications.

3.2 If within the Warranty Period, ESCO fails to correct Work that is not in material accordance with the requirements of the Contract Documents ("Defective Work") or repeatedly fails to carry out the Work in accordance with the Contract Documents, and if ESCO does not correct or diligently commence to correct such failure within the notice period provided in this section 3.2, Customer, upon seven (7) days prior written notice to ESCO, may order ESCO to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the right of Customer to stop the Work shall not give rise to a duty on the part of Customer to exercise this right for the benefit of ESCO or any other person or entity.

3.3 Customer agrees to repair or replace as necessary any defective existing equipment that is intended to be reused.

3.4 Information under Customer's control shall be furnished by Customer with reasonable promptness as requested by ESCO.

3.5 Customer shall notify ESCO in writing of any or all uses or restrictions in usage of all areas of Customer's facility.

3.6 The foregoing are in addition to any other duties and responsibilities of Customer set forth herein or in any other Contract Documents.

3.7 Contractor acknowledges that this Contract, once fully executed and approved by the Customer's Board of Trustees, is public information, subject to release in response to public information requests under California Government Code § 6250 et seq. (Public Records Act), excluding material that is marked as "proprietary." Customer shall use reasonable efforts to prevent or limit disclosure of proprietary or confidential information.

ARTICLE 4 – ESCO

4.1 ESCO shall supervise and direct the Work, using ESCO's skill and attention. ESCO shall be solely responsible for and have control over means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters. ESCO shall comply with the submission and reporting requirements of Proposition 39 and Proposition 39 Guidelines. ESCO shall maintain accurate records of the Project and shall make those records available for inspection by Customer and other appropriate agencies, during regular business hours and upon reasonable notice to ESCO.

4.2 Unless otherwise provided in the Contract Documents, ESCO shall provide and pay for labor, materials, tools, equipment and machinery necessary for the proper execution and completion of the Work.

4.3 ESCO warrants to Customer for a period of one (1) year from the date of Substantial Completion that the materials and equipment manufactured by ESCO will be of good quality and new unless the Contract Documents require or permit otherwise, and further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. ESCO'S warranty excludes remedy for

damage or defect caused by abuse, alterations to the Work not executed by or for ESCO, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. ESCO shall repair or replace defective material or equipment and re-perform Work to correct any defect within the Warranty Period. ESCO does not warrant products not manufactured by ESCO, but it will pass on to Customer any manufacturer's warranty to the extent permitted. THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE), AND ESCO WILL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF CUSTOMER. ESCO'S RESPONSIBILITY IN WARRANTY OR CONTRACT SHALL NOT EXCEED THE CONTRACT PRICE PAID FOR THE SPECIFIC PRODUCT OR SERVICE THAT GIVES RISE TO THE CLAIM EXCLUDING THIRD PARTY CLAIMS FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE OR AS MAY BE REQUIRED BY LAW.

4.4 Unless otherwise provided in the Contract Documents, ESCO shall pay sales, consumer, use, and other similar taxes which are legally enacted when bids are received or negotiations concluded, whether or not effective or merely scheduled to go into effect, and shall secure and pay for the building permit and other permits, licenses and inspections necessary for proper execution and completion of the Work.

4.5 ESCO shall comply with and give notices, required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work, including but not limited to data and reports to CEC required under Proposition 39.

4.6 ESCO shall keep the premises and surrounding areas free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, ESCO shall remove from and about Project waste materials, rubbish, ESCO'S tools, equipment, machinery and surplus material.

4.7 ESCO shall provide Customer access to the Work in preparation and progress wherever located.

4.8 ESCO shall pay all royalties and license fees, shall defend suits or claims for infringement or patent rights, and shall hold Customer harmless from loss on account thereof.

4.9 Except to the extent of the negligence or willful misconduct of Customer, or its agents, representatives, employees, officers, directors or assigns, ESCO shall indemnify and hold harmless Customer, and agents and employees thereof from and against all third party claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees, arising out of or resulting from performance of the Work provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused in whole or in part by negligent acts or omissions of ESCO, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

4.10 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, ESCO SHALL NOT BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER. The remedies of Customer set forth herein are exclusive where so stated and the total cumulative liability of ESCO with respect to this Contract or anything done in connection therewith, such as the use of any product covered by or furnished under the Contract, whether in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed the contract price for the specific product, equipment, material or service work performed that gives rise to the claim, excluding third party claims for personal injury, death or property damage or as may be required by law.

ARTICLE 5 – DISPUTE RESOLUTION

5.1 To the extent allowed by applicable law, any controversy or claim arising out of or relating to this

Contract, or Contract Documents, or any breach thereof, shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

5.2 The arbitration proceeding location shall be in the county in which the Project is located.

ARTICLE 6 – SUBCONTRACTS

6.1 A Subcontractor is a person or entity who has been hired by ESCO to perform a portion of the Work at the site.

6.2 Unless otherwise stated in the Contract Documents or the bidding requirements, ESCO shall, prior to the start of Work, furnish in writing to Customer the names, licenses, addresses and contact information of the Subcontractors to whom ESCO plans to award Work. Contracts between ESCO and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to ESCO by the terms of the Contract Documents, and to assume all the obligations and responsibilities which ESCO, by the Contract Documents, assumes toward Customer, and (2) to allow the Subcontractor the benefit of all rights, remedies and redress afforded to ESCO by these Contract Documents.

6.3 ESCO shall select its Subcontractors by a competitive process of its own choosing, which may include evaluation by the "best value" criteria defined in the Public Contract Code Section 20133(c)(1) as a value determined by objective criteria related to price, features, functions, and life-cycles costs.

ARTICLE 7 – CHANGES IN THE WORK

7.1 Customer may request changes in Work consisting of additions, deletions or modifications, whereby, the Contract Sum and Contract Time shall be adjusted accordingly. Such changes in the Work shall be authorized by written Change Order that shall be mutually agreed to and signed by Customer and ESCO. The parties shall negotiate in good faith and use their best efforts to execute any Change Order, and any Change Order must be fully executed in writing by Customer and ESCO prior to any actual changes being implemented.

7.2 Notwithstanding anything to the contrary contained in the Contract Documents, changes to the Contract Sum and Contract Time shall be changed only by Change Order.

7.3 The cost or credit to Customer from a change in the Work shall be determined by mutual agreement and, in the absence of a mutual agreement being reached within a reasonable amount of time after the request for such Change Order was made, the cost or credit to Customer shall be decided by the dispute resolution process as provided in the Contract Documents.

7.4 In the event of any suspension or delay due to the acts or omissions of Customer or Customer directives to stop Work for any reason other than suspension or delay due to the acts and/or omissions of ESCO, the Contract Time for Substantial Completion shall be extended to reflect such period of interruption and the Contract Sum shall be equitably adjusted to recover ESCO'S costs of demobilization, delay and remobilization related to such suspension or delay. ESCO agrees it will cooperate with Customer and mitigate such costs to the extent and efforts commercially reasonable. If such suspension or delay continues for more than ninety (90) consecutive days, through no act or fault of ESCO, ESCO may terminate this Contract and recover from Customer payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination and damages.

ARTICLE 8 – TIME

8.1 The date of Substantial Completion is the date certified by ESCO in accordance with Article 9.3.

8.2 If ESCO is delayed at any time in progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, which are beyond the control of ESCO, then the parties hereto agree to execute a Change Order allowing for a mutually agreeable extension of time for performance of ESCO'S Work to cover such delay.

ARTICLE 9 – PAYMENTS AND COMPLETION

9.1 Payments shall be made as provided in Article 2 of the Contract.

9.2 Payments may be withheld on account of (1) Defective Work not remedied, (2) claims filed by third parties, (3) failure of ESCO to make payments properly to the Subcontractors or for labor, materials or equipment, (4) repeated failure to carry out the Work in accordance with the Contract Documents, or (5) rejection of all or a portion of the Plan by the Energy Commission.

9.3 Upon Substantial Completion, ESCO will issue a certificate of Substantial Completion to Customer.

9.4 Final payment shall not become due until (1) 30 days after acceptance by the Board and filing of the Notice of Completion with the County Recorder's Office; and (2) ESCO has delivered to Customer a complete release of all liens arising out of this Contract covering all labor, materials, and equipment for which a lien could be filed, or a bond satisfactory to Customer to indemnify Customer against such lien.

9.5 The making of final payment shall constitute a waiver of claims by Customer except those arising from (1) liens, claims, security interests or encumbrances arising out of the Contract and which are unsettled, (2) failure of the Work to comply with the requirements of the Contract Documents, or (3) terms of special warranties required by the Contract Documents.

ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

10.1 ESCO shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. ESCO shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (1) employees on the Work and other persons who may be affected thereby, (2) the Work and materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto.

10.2 ESCO shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss.

10.3 The scope of work or service to be performed by ESCO pursuant to this Contract, and the compensation to be paid to ESCO hereunder for Work or services performed, expressly exclude any Work or service of any nature associated or connected with the identification, abatement, cleanup, control or removal of environmentally hazardous materials beyond what is specifically defined and identified in Schedule A of this Contract. "Hazardous Materials" includes, but is not limited to, asbestos and PCBs discovered in or on the premises. Customer agrees that all duties and obligations in connection with any Hazardous Materials already located in or on the premises, other than those defined in Schedule A, are strictly the responsibility of Customer. Customer warrants and represents Customer has not received notice of any violation of the Hazardous Materials laws in or on the premises which will affect, be affected by, come in contact with, or otherwise impact upon or interfere with the Work to be performed by ESCO pursuant to this Contract.

10.4 Should ESCO become aware of or suspect the presence of Hazardous Materials beyond those to be addressed in Schedule A during performance of its Work under this Contract, ESCO will be authorized to cease Work in the affected area immediately, and will promptly notify Customer of the conditions discovered. Should ESCO stop Work because of the discovery or suspicion of hazardous materials, the time for performance of ESCO'S Work or service will be extended to cover the period required for

abatement, cleanup, or removal of the Hazardous Materials. ESCO will not be held responsible for any claims, damages, costs, or expenses of any kind associated with the period during which ESCO has stopped Work as a result of Hazardous Materials. If appropriate, ESCO will be entitled to an equitable adjustment of the Contract Sum for any increased costs or other charges incurred by ESCO in connection with the existence of its rights under this paragraph.

10.5 Customer will be responsible for taking all necessary steps to correct, abate, clean up, or control Hazardous Materials not addressed by ESCO in Schedule A in accordance with all applicable statutes and regulations. Customer specifically agrees, to the extent allowed by state law, to indemnify and to hold ESCO, its officers, agents and employees harmless from and against any and all claims, demands, damages, or causes of action in any way arising out of the release of Hazardous Materials into the air, soil, or any water system or water course, or any actions taken in connection with same, or any failure to act.

ARTICLE 11 – INSURANCE AND BONDS

11.1 ESCO shall maintain adequate levels and types of insurance coverage appropriate to its business and profession and as may be required by applicable law and the Contract Documents. Such insurance shall be in companies authorized to do business in the jurisdiction in which the Project is located with an A.M. Best's rating of at least A- VII and as a minimum shall include Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles and Commercial General Liability covering public liability, property damage and completed operations with limits not less than \$2,000,000 per occurrence. Certificates of such insurance shall be provided to Customer prior to commencement of the Work.

11.2 Within ten (10) days following approval of the Contract, ESCO shall provide payment and performance bonds for 100% of the Contract Sum to secure the faithful performance of the Work, compliance with the terms of this Contract and to insure ESCO'S payment obligations to its Subcontractors and suppliers related to the Work. Notwithstanding any provision to the contrary herein, any payment and performance bonds associated with this Contract guarantee only the performance of the installation portion of the Contract, and shall not be construed to guarantee the performance of: (1) any efficiency or energy savings guarantees, (2) any support or maintenance service agreement, or (3) any other guarantees or warranties with terms beyond one (1) year in duration from the completion of the installation portion of the Contract.

ARTICLE 12 – TERMINATION OF THE CONTRACT

12.1 If Customer (1) fails to make payments to ESCO for the Work as required in this Contract, through no fault of ESCO, or (2) fails to fulfill any of its other obligations or responsibilities under the Contract Documents, ESCO may, after delivery of written notice and providing Customer fourteen (14) business days to cure , terminate the Contract and recover from Customer payment for (i) all Work up to and including the date of termination completed in accordance with the Construction Documents and free from defects and (ii) for proven loss with respect to materials, equipment, tools, and machinery, including reasonable overhead and profit and the costs ESCO actually incurs in cancelling subcontracts or supply contracts entered into up to and including the date of termination.

12.2 If ESCO breaches a material provision of this Contract, Customer, after delivery of written notice and providing ESCO fourteen (14) days to cure such breach, may make good such deficiencies or repairs or replacements itself at the expense of ESCO, who will either (i) have the cost of such deficiencies or repairs or replacements deducted from payment then or thereafter due ESCO or (ii) , if no payments are due to ESCO, will pay the cost of such deficiencies or repairs or replacements to Customer upon demand. If Customer chooses not to make such repairs or replacements, it may terminate the Contract.

12.3 Any remedies provided for in this Article 12, shall not be exclusive of any additional remedies available to a party pursuant to this Contract, in equity or in the law.

12.4 If State funding of Proposition 39 projects for the Work is insufficient or is not appropriated for reasons not due to errors by ESCO, Customer may terminate this Contract upon seven (7) days' written notice to ESCO and pay ESCO for all Work completed in accordance with the Construction Documents and free from defects up to the date of termination, together with the costs ESCO actually incurs in cancelling subcontracts or supply contracts entered into with respect to the Work. ESCO shall make reasonable efforts to mitigate its costs.

ARTICLE 13 – OTHER CONDITIONS OR PROVISIONS

13.1 If any provision of this Contract shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

13.2 Nothing herein shall be deemed to establish a relationship of principal and agent between ESCO and Customer, or any of their respective agents or employees, and this Contract and the Contract Documents may not be construed as creating any form of legal association or arrangement that would impose liability upon one party for the act or failure to act of the other party.

13.3 This Contract shall be governed by the laws of the state where the Project is located.

13.4 As between Customer and ESCO, any applicable statute of limitation shall commence to run and any alleged cause of action shall be deemed to have accrued (1) not later than the date of Substantial Completion for acts or failures to act occurring prior to the relevant date of Substantial Completion, or (2) not later than the date of the relevant act or failure to act by either party for acts or failures to act occurring after the date of Substantial Completion.

13.5 ESCO agrees to complete and submit the following documents, as required by Customer upon receipt of a NOTICE TO PROCEED: Prevailing Wage Certification, Workers' Compensation Certification, Fingerprinting/Criminal Background Investigation Certification, Drug-Free Workplace / Tobacco-Free Environment Certification, Insurance Certificates and Endorsements.

13.6 This Contract, along with the Master Contract and Contract Documents, sets forth the entire understanding between the parties and supersedes all prior oral or written understandings relating to the subject matter herein. This Contract may not be altered or modified except by a written instrument signed by a duly authorized representative of each party.

13.7 On and after April 1, 2015, no contractor or subcontractor may be awarded a contract for work on a public works project, or may perform any work on a public works project, unless the contractor or subcontractor is currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1725.5 for an unregistered contractor to submit a bid authorized by Business and Professions Code Section 7029.1 or Public Contract Code Section 20103.5, if the contractor is registered at the time the contract is awarded.

13.8 To the extent Labor Code Section 1725.5 is applicable to the Contract, ESCO shall be responsible for ensuring that it and all subcontractors are currently and properly registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. Prior to commencing the Work, ESCO must complete, execute, and submit to the District the "Certification Regarding Contractor Registration" form included in the Required Contract Forms. Notwithstanding anything to the contrary, if at any time during the performance of the Work, ESCO or any of its subcontractors is not duly registered pursuant to Labor Code Section 1725.5 (including, without limitation, if the registration expires or the DIR revokes the registration), the District in its sole discretion may cancel the Contract and/or replace the ESCO or subcontractor with an ESCO or subcontractor that is duly registered pursuant to Labor Code Section 1725.5.

SCHEDULE A: SCOPE OF WORK

ESCO acknowledges that all Work must qualify as an eligible project under Proposition 39; and that the Scope of Work may be amended to reflect changes in funding allocation and Customer's energy expenditure plan, upon mutual agreement of the Parties and a written amendment to this Contract related to any changes in scope, payment and duration. Prior to commencement of any Work, Customer shall review and approve the Project.

Customer hereby acknowledges and agrees that the scope of work shall be limited to, and ESCO shall only perform the following:

Scope of Work

REPLACE EXTERIOR LIGHTING WITH LEDS

Perform the following exterior lighting replacements as indicated in the table below at Wilson Middle School with LED.

Existing Lighting Type	Qty	Proposed Replacement	Qty
Architectural Wall Mount - Could Not Verify	3	Green Creative - 57938 - 45HID/830/277V/EX39	3
Canopy w/ (2) 32w 4 Pin CFL's	3	ALUMEN8 - E-CF 11 L40-LC-AC-U	3
MEDIUM WALL PACK W/ (1) 70w Metal Halide	13	RAB WP2LED24 WALLPACK	13
EXTERIOR A-BASE W/ (2) 100W SCREW-IN INCADESCENT LAMPS	1	FFLED18 (2 heads)	1
MEDIUM WALL PACK W/ (1) 100W MH	1	Bracket Mount Wall Pack - Should Be A RAB Flood FFLED80T	1
SMALL WALL PACK W/ (1) 23W SCREW-IN CFL	1	RAB ENTRA12	1
MEDIUM WALL PACK W/ (1) 175w Metal Halide	2	RAB WP2LED24 WALLPACK	2
MEDIUM WALL PACK W/ (1) 70w Metal Halide	2	RAB WP2LED24 WALLPACK	2
EXTERIOR A-BASE W/ (2) 100W SCREW-IN INCADESCENT LAMPS	7	FFLED18 (2 heads)	7
SMALL WALL PACK W/ (2) 13W 2-PIN CFL'S	1	RAB ENTRA12	1
CANOPY W/ (1) 42w CFL LAMP	4	ALUMEN8 - E-CF 11 L40-LC-AC-U	4
Canopy w/ (2) 32w 4 Pin CFL's	4	ALUMEN8 - E-CF 11 L40-LC-AC-U	4
MEDIUM WALL PACK W/ (1) 70w Metal Halide	16	RAB WP2LED24 WALLPACK	16
MEDIUM WALL PACK W/ (1) 70w Metal Halide	3	RAB WP2LED24 WALLPACK	3
Canopy w/ (2) 26w 4 Pin CFL's	1	ALUMEN8 - E-CF 11 L40-LC-AC-U	1
SMALL WALL PACK W/ (1) 42W SCREW-	6	TCP LED7A19D41K	6

IN CFL			
Existing Already LED	2	No Replacement	2
MEDIUM WALL PACK W/ (1) 70w Metal Halide	7	RAB WP2LED24 WALLPACK	7
Canopy w/ (2) 26w 4 Pin CFL's	6	ALUMEN8 - E-CF 11 L40-LC-AC-U	6
Canopy w/ (1) 20w CFL	6	ALUMEN8 - E-CF 11 L40-LC-AC-U	6
CANOPY W/ (1) 42w CFL LAMP	4	ALUMEN8 - E-CF 11 L40-LC-AC-U	4
MEDIUM WALL PACK W/ (1) 70w Metal Halide	1	RAB WP2LED24 WALLPACK	1
CANOPY W/ (1) 42w CFL LAMP	4	ALUMEN8 - E-CF 11 L40-LC-AC-U	4
MEDIUM WALL PACK W/ (1) 70w Metal Halide	1	RAB WP2LED24 WALLPACK	1
CANOPY W/ (1) 42w CFL LAMP	2	ALUMEN8 - E-CF 11 L40-LC-AC-U	2
MEDIUM WALL PACK W/ (1) 70w Metal Halide	2	RAB WP2LED24 WALLPACK	2
CANOPY W/ (1) 42w CFL LAMP	3	ALUMEN8 - E-CF 11 L40-LC-AC-U	3
MEDIUM WALL PACK W/ (1) 70w Metal Halide	3	RAB WP2LED24 WALLPACK	3
Existing Already LED	1	No Replacement	1
SMALL WALL PACK W/ (1) 42W SCREW-IN CFL	2	RAB ENTRA12	2
MEDIUM WALL PACK W/ (1) 70w Metal Halide	3	RAB WP2LED24 WALLPACK	3
MEDIUM WALL PACK W/ (1) 70w Metal Halide	4	RAB WP2LED24 WALLPACK	4
SMALL WALL PACK W/ (1) 42W SCREW-IN CFL	5	RAB ENTRA12	5
Canopy w/ (2) 26w 4 Pin CFL's	8	ALUMEN8 - E-CF 11 L40-LC-AC-U	8
A-BASE W/ 42W CFL LAMP	1	FFLED18	1
	133		133

Lighting Exclusions and Clarifications:

- Painting and patching
- As a 'replace-in-kind' project, DSA submission and approval are not required and no DSA related fees are included
- Scope assumes that the existing electrical wiring conductors, conduit, raceways, electrical grounding, circuit breakers, lighting luminaires, and controls, are in operable condition and in compliance with existing codes
- All circuitry is capable of being de-energized: no work will be performed on energized circuits
- ESCO will document and submit to the Customer any major components or wiring discovered to be in need of repair during installation. Any such repairs will be the responsibility of the Customer to remedy in a timely manner
- ESCO is not responsible for existing damage to affected areas. Both pre and post conditions will be documented
- All existing ballast will remain in place

- Identification, testing, and abatement of hazardous material is not included

GENERAL SCOPE EXCLUSIONS:

- Night/holiday work unless otherwise specified in the Scope of Work.
- Additional labor cost due to restriction of allowable work hours.
- Costs incurred due to lack of access to required areas or due to access to storage areas to which materials are to be delivered.
- Costs of providing access, access control, or security escorts not specified in the Scope of Work.
- Hazardous materials testing and abatement not specified in the Scope of Work.
- Materials and labor associated with modifications to existing systems and equipment not identified in these documents as included in the Scope of Work.
- Repair or replacement of ceiling beyond that required to accomplish the Scope of Work.
- Painting of floors, walls or ceilings beyond that required to match existing surfaces in the immediate work area.
- Waste disposal other than that required to accomplish the Scope of Work.
- Demolition of equipment, piping and accessories indicated herein to be abandoned in-place unless indicated herein to be included.
- The cost for utilities including natural or propane gas, fuel oil, electricity, potable or nonpotable water during the construction period.
- The cost for equipment and/or utilities to provide temporary heating or cooling of facilities during the construction period.
- Cost escalation of materials as a result of a delay in the construction schedule caused by Customer action or inaction.
- Fees for third party engineers acting as Customer's agent.
- Water treatment equipment not specified in the Scope of Work.
- Structural modifications not specified in the Scope of Work.
- Building envelope modifications not specified in the Scope of Work.
- Electrical systems not specified in the Scope of Work.
- Equipment replacement and their components not specified in the Scope of Work.

SCHEDULE B: PROJECTED SAVINGS

The Projected Savings provided by ESCO will be as follows:

	Measured Savings	Non-Measured Savings	Annual Projected Savings	Cumulative Projected Savings
0	\$0	\$0	\$0	
1	\$0	\$5,882	\$5,882	\$5,882
2	\$0	\$5,882	\$5,882	\$11,764
3	\$0	\$5,882	\$5,882	\$17,646
4	\$0	\$5,882	\$5,882	\$23,529
5	\$0	\$5,882	\$5,882	\$29,411
6	\$0	\$5,882	\$5,882	\$35,293
7	\$0	\$5,882	\$5,882	\$41,175
8	\$0	\$5,882	\$5,882	\$47,057
9	\$0	\$5,882	\$5,882	\$52,939
10	\$0	\$5,882	\$5,882	\$58,821
11	\$0	\$5,882	\$5,882	\$64,704
12	\$0	\$5,882	\$5,882	\$70,586
13	\$0	\$5,882	\$5,882	\$76,468
14	\$0	\$5,882	\$5,882	\$82,350
15	\$0	\$5,882	\$5,882	\$88,232
Total	\$0	\$88,232	\$88,232	

The procedure used to calculate savings is described in Schedule C.

SCHEDULE C: METHODOLOGY AND BASELINE

NON-MEASURED SAVINGS

- A. Overview of M&V Plan, and Savings Calculation
- B. Annual Non-Measured Savings
- C. Performance Period Validation Activities

A. Overview of M&V Plan, and Savings Calculation

The Actual Savings associated with this methodology will be agreed upon as outlined herein and will not be verified by measurements after implementation has occurred. Customer and ESCO agree to accept the annual savings values included in Section B with no additional verification. In the event that verification steps are performed by Customer or ESCO, the annual savings values included in Section B will still be the reported savings and values used for reconciling the guarantee in Schedule B. Section B details the agreed upon savings by measure and by category.

B. Annual Non-Measured Savings

Utility Cost Savings

Once the construction of each of the measures below has reached Substantial Completion, the annual savings in the table below will be prorated monthly for each measure until the Projected Savings Commencement Date. The annual savings in the table below for each measure will be claimed for each Year after the Projected Savings Commencement Date.

School	Description	Annual Cost Savings
Wilson Middle School	Replace Exterior Lighting with LEDs	\$5,882.14

Any savings accrued prior to the Projected Savings Commencement Date will be considered Excess Savings.

C. Performance Period Validation Activities

Although no measurements will be performed to determine the magnitude of the achieved savings, ESCO will perform the validation exercises required by the Proposition 39 guidelines and will notify Customer of the effectiveness of Customer's utilization of the Utility Cost Savings measures in Paragraph B.

SCHEDULE D: COST BREAKOUT

The following chart breaks down the total cost of the turnkey project at Wilson Middle School.

Scope of Work		
Exterior LED Upgrade - Wilson	\$62,077	61%
Subtotal Contracts	\$62,077	61%
Engineering / Pre-Construction Services	\$6,618	7%
Final Design Engineering	\$6,506	6%
Contract Management	\$574	1%
Site Supervision	\$2,637	3%
Safety	\$482	0%
Warranty	\$598	1%
Bonds & Insurance	\$435	0%
Prop 39 M&V / Energy Expenditure Plan (EEP)	\$1,449	1%
Subtotal Direct Expense	\$19,299	19%
G&A Overhead	\$13,768	14%
Profit	\$6,634	7%
Total Project Cost	\$101,778	100%

FORM 1: CERTIFICATION REGARDING CONTRACTOR REGISTRATION

District: Pasadena Unified School District
Contractor: Schneider Electric Buildings Americas, Inc.
Contract: Energy Services Contract dated March 29, 2018

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

- (i) I am a duly-authorized representative of the Contractor and, in that capacity, I have executed this certification on behalf of the Contractor.
- (ii) The Contractor is aware and acknowledges that, on and after March 1, 2015, and except as authorized by Business and Professions Code Section 7029.1 and Public Contract Code Section 20103.5, no contractor may bid on a public works project unless the contractor is, and no subcontractor may be listed in any bid for a public works project unless the subcontractor is, currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5.
- (iii) The Contractor is aware and acknowledges that, on and after April 1, 2015, no contractor or subcontractor may be awarded a contract for work on a public works project, or may perform any work on a public works project, unless the contractor or subcontractor is currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5.
- (iv) The Contractor is aware and acknowledges that, notwithstanding anything to the contrary, if at any time during the performance of the Work, the Contractor or any of its Subcontractors is not duly registered pursuant to Labor Code Section 1725.5 (including, without limitation, if the registration expires or the DIR revokes the registration), the District may cancel the Contract and/or replace the Contractor or Subcontractor with a contractor or subcontractor that is duly registered pursuant to Labor Code Section 1725.5, and the Contractor and/or its surety shall be responsible for any and all associated costs incurred by the District.
- (v) The Contractor and each Subcontractor who will perform any of the Work are duly registered with the DIR pursuant to Labor Code Section 1725.5.
- (vi) Evidence (in the form described in the note below) that the Contractor and each Subcontractor are duly registered with the DIR pursuant to Labor Code Section 1725.5 is attached to this certification.

Representative Name: _____
Representative Title: _____
Representative Signature: _____
Date Signed: _____

Note: This certification must be accompanied by print-outs of the applicable screens on the DIR website evidencing that the Contractor and all Subcontractors are currently registered pursuant to Labor Code Section 1725.5.

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

Topic: Approval of Bid Awards for Norma Coombs Elementary School Replacement of Existing Central Plant Equipment Project (Bid No. #06-17/18) to TBD

RECOMMENDATION: The Governing Board of The Pasadena Unified School District approves the Bid Award for Norma Coombs Elementary School Replacement of Existing Central Plant Equipment Project (Bid No. # 06-17/18) to TBD in the amount of \$ XXX,XXX.XX

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

I. BACKGROUND

The existing cooling and heating central plant system on site is reaching the end of the shelf life and is in irreparable stage. On February 1 and February 8, 2018, legal advertisements were placed in the Pasadena Journal Newspaper. Six (6) contractors attended the Mandatory Pre-Bid Meeting on February 14, 2018. **(TBD X)** Bids were received by the 2:00 pm deadline on March 15, 2018. The apparent lowest responsive Bid was received from TBD. Staff recommends awarding the Contract for PUSD Bid No. #06-17/18 - Norma Coombs Elementary School Replacement of Existing Central Plant Equipment Project to TBD in the amount of \$ XXX,XXX.XX.

II. STAFF ANALYSIS

The scope of work includes replacement of existing cooling and heating central plant equipment. Staff recommends awarding the contract to the lowest responsive bidder.

The Facilities Committee vetted this Board Report on March 15, 2018.

Attachment: Bid Recap

III. FISCAL IMPACT

Funds in the amount not to exceed (will be determined after bids are received on March 15) are available in the Norma Coombs ES Measure TT account.

Pasadena Unified School District
Board of Education Agenda: March 29, 2018
Prepared by: Nelson Cayabyab, Chief Facilities Officer

Funding Code: 21.1-95146.0-00000-85000-6275-0600000

Originator: Nelson Cayabyab, Chief Facilities Officer

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

Topic: APPROVAL OF MEMBER REASSIGNMENT AND NEW MEMBER APPOINTMENTS TO THE CITIZEN'S OVERSIGHT COMMITTEE

RECOMMENDATION: The Governing Board of the Pasadena Unified School District accepts the reassignment of one member of the Citizens' Oversight committee and the appointment of six new members.

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

I. BACKGROUND

The voters of the District approved Measure TT, a Proposition 39 General Obligation bond on November 4, 2008. Proposition 39 requires a Citizens Oversight Committee to oversee bond activities. The COC Bylaws state that the Committee shall consist of between 9 and 15 members.

II. STAFF ANALYSIS

Measure TT Committee Member Jen Wang termed out on March 1, 2018 Ms. Wang was appointed on March 1, 2016. She is eligible to serve one more term. staff recommends the board to approve reassignment for one more term effective March 1, 2018 through March 1, 2020. Three other TT Committee members have termed out effective 3/1/2018 Two of these members are no longer eligible for reassignment and the other member does not wish to serve another term they are:

- Glen De Veer
- Gretchen Vance
- Clifton Cates

At the February 21, 2018 Citizens Oversight Committee meeting Mr. Quincy Hocutt was elected as the new Chair. He is eligible to serve two more terms. His current term will expire on March 1, 2019. During the months of late January and February 2018 the district solicited applications to fill the six vacancies in the committee. The applicants were interviewed by the committee's Chair and Board Liaison and staff recommends the appointment of the following six candidates for new membership effective March 1, 2018 their term will expire on March 1, 2020. The six new members are:

- Stephen Aquino
- Amelia Bradford
- Raphael Henderson
- Chip Ossman
- Robin Salzer
- Daniel Stuart

The Facilities Committee vetted this Board Report on March 15, 2018.

III. FISCAL IMPACT

N/A

Pasadena Unified School District
Board of Education Agenda: March 29, 2018
Prepared by: Nelson Cayabyab, Chief Facilities Officer

Funding code: N/A

Board Report No. 1285-F

Date: March 29, 2018

Originated by: Nelson Cayabyab, Chief Facilities Officer