Los Angeles Unified School District
Office of the Inspector General

Technical Evaluation

Pars Arvin Construction, Inc. and the ADA Improvement Project at Westchester Enriched Sciences Magnets High School

Contract No. 4400009903

25-0204-TE
July 28, 2025

Sue Stengel
Inspector General

Los Angeles Unified School District
Office of the Inspector General

July 28, 2025

VIA EMAIL
Ms. Krisztina Tokes, Chief Facilities Executive
Facilities Services Division
Los Angeles Unified School District
333 South Beaudry Avenue, 23rd Floor
Los Angeles, CA 90017

Subject: Technical Evaluation of Pars Arvin Construction, Inc. and the ADA Improvement Project at Westchester Enriched Sciences Magnets High School

Dear Ms. Tokes,

This is our final report on the technical evaluation of Pars Arvin Construction, Inc. and the ADA Improvement Project at Westchester Enriched Sciences Magnets High School (Contract No. 4400009903).

Please contact our office if you have any questions.

We appreciate your cooperation and continued support of our services.

Sincerely,

Amy Long
Digitally signed by Amy Long
DN: cn=Amy Long, o=LAUSD, ou=Office of the Inspector General, email=amy.long@lausd.net, c=US
Date: 2025.07.28 10:14:17 -07'00'

Amy Long, CPA, CFE, CIGI
Assistant Inspector General

Sue Stengel
Digitally signed by Sue Stengel
DN: cn=Sue Stengel, o=OIG, ou=OIG, email=susan.stengel1@lausd.net, c=US
Date: 2025.07.28 11:18:53 -07'00'

Sue Stengel, Esq., CIG
Inspector General

TABLE OF CONTENTS

INTRODUCTION

The Office of the Inspector General (OIG) conducted a technical evaluation of the ADA Improvement Project at Westchester Enriched Sciences Magnets High School (Westchester HS). On October 13, 2021, Pars Arvin Construction, Inc. (PACI) and the Los Angeles Unified School District (LAUSD or the District) entered a construction contract for the ADA Improvement Project at Westchester HS.

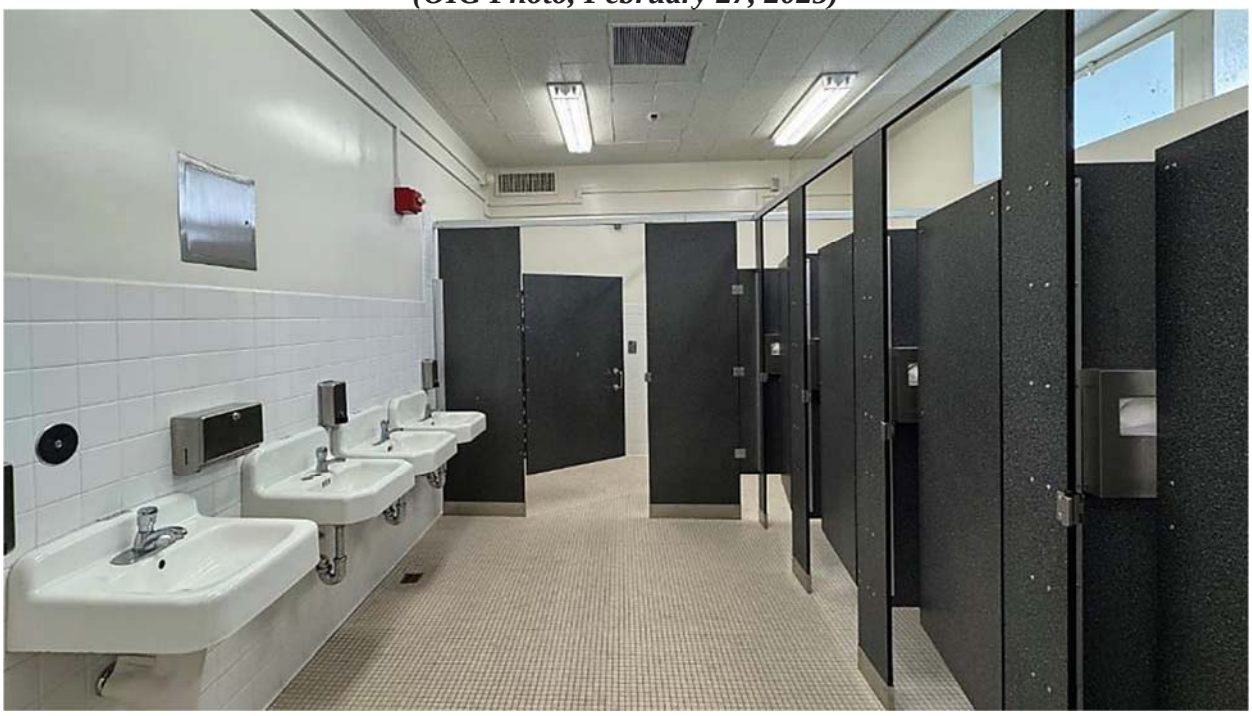
The project upgraded the school facilities to comply with the Americans with Disabilities Act (ADA) and improved program accessibility: doors, door hardware, door landings, thresholds, ADA parking stalls, accessible paths of travel, signs, restrooms, drinking fountains/sinks, assistive listening devices/intercoms/phones, concrete ramps, accessible furniture, countertops, assembly seating, arcades, railings, locker room modifications/lockers, changing room, stage lifts and associated upgrades to stages.

The original contract amount was $5,843,000.00. The Notice to Proceed (NTP)[1] for construction was issued on October 21, 2021, and the contract duration from the NTP to the completion date was 720 calendar days. The original Substantial Completion date was September 21, 2023.

Figure 1a. Before Photo – Westchester HS – Boy's Gym Building Women's Restroom (Source: FSD, March 5, 2021)

[1] See the Glossary for a definition of this and other terms.

Figure 1b. After Photo – Westchester HS – Boy's Gym Building Women's Restroom
(OIG Photo, February 27, 2025)



OBJECTIVES

The objectives of the technical evaluation were to evaluate:

(i) whether PACI completed the contracted work on time and complied with the scheduling requirements;
(ii) whether the project was completed within the budget, or if change orders were issued;
(iii) whether PACI completed the project scope of work (SOW) according to the contract documents comprised of the Division of the State Architect (DSA) approved drawings, specifications, and directives;
(iv) PACI's performance for job supervision, management of subcontractors, and health and safety requirements; and
(v) whether the District's project staff and its consultants complied with the policies and procedures, and requirements of the District.

METHODOLOGY

In conducting this technical evaluation, we interviewed the following individuals:

- Owner, Project Manager, Project Coordinator, and Office Manager of PACI.
- Project Manager and Project Architect of Bureau Veritas (Formerly Owen Group), Architect of Record (AOR).
- Senior Project Manager, Owner Authorized Representative (OAR), and Associate Project Engineer of Facilities Services Division (FSD) Project Execution (PEX).

- Inspector of Record (IOR) of the FSD Inspection Department.

We reviewed the following documents:

- The Contract between PACI and the District.
- The Architectural and Engineering Services Task Order Agreement between Owen Group and the District.
- District policies and procedures.
- Design and construction documents.
- District Design Guidelines.
- Construction Change Documents (CCD) and Change Orders (CO).
- Construction schedules: Baseline Schedule and Monthly Schedule updates, Four-Week Rolling Schedules
- Project records: Request for Clarifications (RFC), Construction Directives (CD), product data, and shop drawings.
- Final Record Drawings (As-Built Drawings).
- Relevant project correspondence.
- The District's Contractor/Consultant Performance Evaluation for PACI.
- FSD Construction Safety Project Site Safety Assessments.
- Inspection documents: Non-Conformance Items List (NCIL), Punch List, Inspection Requests.

We conducted three visits to the school to observe completed work. We conducted our evaluation from January 23, 2025, to April 2, 2025.

A technical evaluation is not an audit and is therefore not required to comply with Generally Accepted Government Auditing Standards.

EVALUATION TEAM

This evaluation was conducted by Jung Beum (JB) Kim, Facilities Project Manager II with the Office of the Inspector General.

EXECUTIVE SUMMARY

The OIG conducted a technical evaluation of the Westchester HS ADA Improvement Project under Contract No. 4400009903 between PACI and LAUSD.

Our evaluation determined that PACI complied with the contract requirements in most areas, maintaining good work quality. PACI's overall performance was satisfactory, with its project team persistently demonstrating competence and meeting the expected standards.

However, we identified an area where PACI did not comply with the contract's requirements. Additionally, we noted an area for improvement in FSD's and its consultants' management practices. The following is a summary of our two findings aligned with the five objectives of the technical evaluation:

Observation No. 1 – The Project Schedule Was Extended by 78 Days.
Initially set for substantial completion on September 21, 2023, the project was extended by 78 days due to unforeseen conditions requiring redesign, work interference from other projects, and owner-requested scope changes. Two non-compensable COs officially extended the substantial completion date to December 8, 2023.

Observation No. 2 – High CO Rate of 20.76% Mainly Due to Unforeseen Conditions.
The project incurred 70 COs totaling $1,213,290.28, or 20.76% of the original contract amount of $5,843,000. This rate exceeded the industry average CO rate of 8-14% and the District's overall CO rate of 14.25%, primarily due to unforeseen conditions accounting for 65.27% of the total COs.

Finding No. 1 – The Cross Slope of Concrete Ramp # 2 Is Not Compliant with the Americans with Disabilities Act Standards for Accessible Design (ADA Standards)[2] and the Contract Documents.
The cross-slope of Concrete Ramp #2, constructed by Fehoko Concrete Inc., the PACI's concrete subcontractor, exceeds the 2.08% limit required by the ADA Standards and the 1.8% specified in the contract documents, measuring between 2.4% and 2.5% in certain areas.

Observation No. 3 – PACI's Overall Performance was Satisfactory.
PACI received a satisfactory performance evaluation from the District, meeting or exceeding expectations across all categories. The FSD Project Management team affirmed PACI's competence, and the owner's active involvement contributed to the project's successful completion.

Finding No. 2 – Black Iron Walls Issue.
The contract amount increased by 9.14% due to eight COs totaling $533,971 caused by unforeseen black iron wall issues.

[2] The ADA Standards are a set of guidelines that outline the accessibility requirements for buildings, facilities, and other spaces to ensure that people with disabilities have equal access.

RESULTS OF TECHNICAL EVALUATION

OBJECTIVE 1
EVALUATE WHETHER PACI COMPLETED THE CONTRACTED WORK ON TIME AND COMPLIED WITH THE SCHEDULING REQUIREMENTS

Observation No. 1 – The Project Schedule Was Extended by 78 Days.

The project commenced on November 1, 2021, with a contract duration of 720 calendar days, setting the original substantial completion date for September 21, 2023. However, PACI achieved substantial completion on December 8, 2023, 78 days later than planned.

Our review of project documentation and staff interviews identified three primary causes of the schedule impact:

- Unforeseen conditions, such as the black iron wall, required redesign and DSA approval.
- Work was delayed due to concurrent activities by other parties in the affected areas.
- The owner requested changes to the project scope.

The District and PACI agreed to extend the 78 days through two non-compensable COs, CO T-557 and T-568, revising the substantial completion date from September 21, 2023, to December 8, 2023 (Figure 2).

Figure 2. Two Time Extension COs Issued for the Project

CO#	CO Description	Time Extension (Days)	Revised Substantial Completion Date
T-557	Changes in the Sequence of Scope Work to Areas in Section 01 1219 Appendix A	41	11/1/2023
T-568	Modify Doors and Door Hardware at Several Buildings	37	12/8/2023
	Total	78	

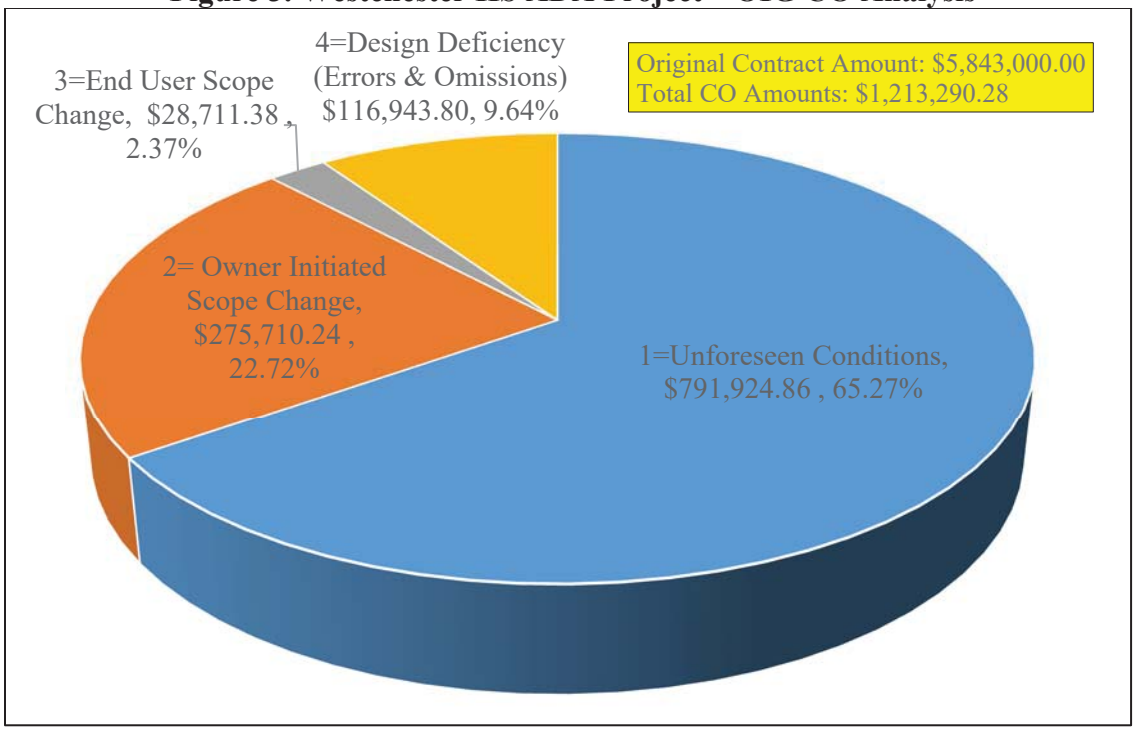
OBJECTIVE 2
EVALUATE WHETHER THE PROJECT WAS COMPLETED WITHIN BUDGET, OR IF CHANGE ORDERS WERE ISSUED

The original project budget[3] approved by the Board of Education on March 13, 2018, was $16,686,013. As of April 2, 2025, the final approved budget was $20,629,842. This total includes the $5,843,000 construction contract, along with other construction and professional services contracts, as well as the management costs incurred by FSD for planning, designing, and executing the project.

Observation No. 2 – High CO Rate of 20.76% Mainly Due to Unforeseen Conditions.

The project experienced cost increases through COs, primarily to address unforeseen conditions, owner-initiated scope changes, design deficiencies (errors and omissions), and end-user scope changes during construction. A total of 70 COs were issued, totaling $1,213,290.28 or 20.76% of the original construction contract amount of $ $5,843,000 (Figure 3).

Figure 3. Westchester HS ADA Project – OIG CO Analysis



[3] The project budget refers to the total amount of money allocated to complete a construction project. It includes all costs necessary for execution from start to finish, such as site/environmental, planning/design, construction, management, and other related expenses and reserves. The construction contract is a component of the overall project budget and typically includes an additional 10-15% for change order costs on top of the original contract amount.

The CO rate for this project is higher than the average CO rate of 8-14 % for all capital construction projects[4] and the District's overall CO rate of 14.25% for formal construction contracts.[5] Our review of the COs found that the primary reason was unforeseen conditions encountered during construction, which accounted for 65.27% of the total COs amount.

The total for errors and omissions (E&O) COs was $116,943.80, or about 2.00% of the original contract amount of $5,843,000. This E&O CO rate falls within the accepted standard of care for design professionals.

We reviewed the CO documents and conducted site visits, confirming that PACI completed the CO work in compliance with the approved CO documents. Refer to Section I of the Addendum for detailed explanations of COs.

[4] According to Gordian's "Reducing the Impact of Change Orders," on average, change orders account for approximately 8-14% of all capital construction dollars.

[5] Based on formal contract change order rates in the FSD Consolidated Monthly Program Status Report prepared for the Bond Oversight Committee in February 2025.

OBJECTIVE 3
EVALUATE WHETHER PACI COMPLETED THE PROJECT SCOPE OF WORK ACCORDING TO THE CONTRACT DOCUMENTS

We found that PACI completed most of the project SOW in accordance with the contract, except for one issue. Photos can be viewed in Section II of the Addendum.

Finding No. 1 – The Cross Slope of Concrete Ramp # 2 Is Not Compliant with the ADA Standards and the Contract Documents.

We found that the cross-slope of Concrete Ramp #2 exceeded the allowable limit in certain areas, measuring between 2.4% and 2.5%. According to ADA Standards, the maximum allowable cross slope is 2.08%, while the DSA-approved plan—part of the contract documents—specifies a stricter limit of 1.8%.

According to ADA Standards Section 405.3, ramp cross slopes should not exceed 2.08% (1:48) to ensure safe movement for wheelchair users and pedestrians.[6] However, measurements taken during our site visits showed that the cross slope of the ramp just above the intermediate landing ranged from 2.4% to 2.5% (Figure 4). Fehoko Concrete Inc., the concrete subcontractor for PACI, was responsible for constructing this ramp. During our site measurement, the owner of PACI, who was present with us, stated that they will have their concrete subcontractor correct the non-conforming cross slope by grinding the concrete surface at no additional cost.

Figure 4. OIG Measurement – Concrete Ramp #2 on February 19, 2025

Area of Non-Compliance: Cross Slope Ranged from 2.4% to 2.5%

[6] ADA Standards Section 405.3 Cross Slope states, "*Cross slope of ramp runs shall not be steeper than 1:48.*"

The ADA Standards specify a maximum cross slope of 2.08% (1:48) and a maximum running slope of 8.33% (1:12). While these requirements are clearly defined, the lack of standardized guidance on construction tolerances has led to varying interpretations.[7]

To clarify this issue, we consulted with the District's ADA Compliance Administrator. He referenced the U.S. Access Board[8]-supported study, *Dimensional Tolerances in Construction and for Surface Accessibility*,[9] which recommends a construction tolerance of +0.5% when measuring the cross slopes of accessible ramps in accordance with applicable standards. Meanwhile, he noted that the contractor's proposal to grind the concrete surface may not be appropriate, as it could cause other issues, such as a slippery surface.

To accommodate field variations, the ADA Standards recommend designing slopes below the maximum limits.[10] Our review of DSA-approved plan C-3.0 confirms that the ADA ramp was designed in accordance with this guidance, with cross slopes less than 2.0%. Specifically, the cross slope at the upper portion of the ramp is 0.9%, and the landing near the non-compliant area is 1.0%. The plan also notes: "*Ramp shall be designed with a maximum cross slope of 1.8% and 7.9% running slope."* (Figure 5)

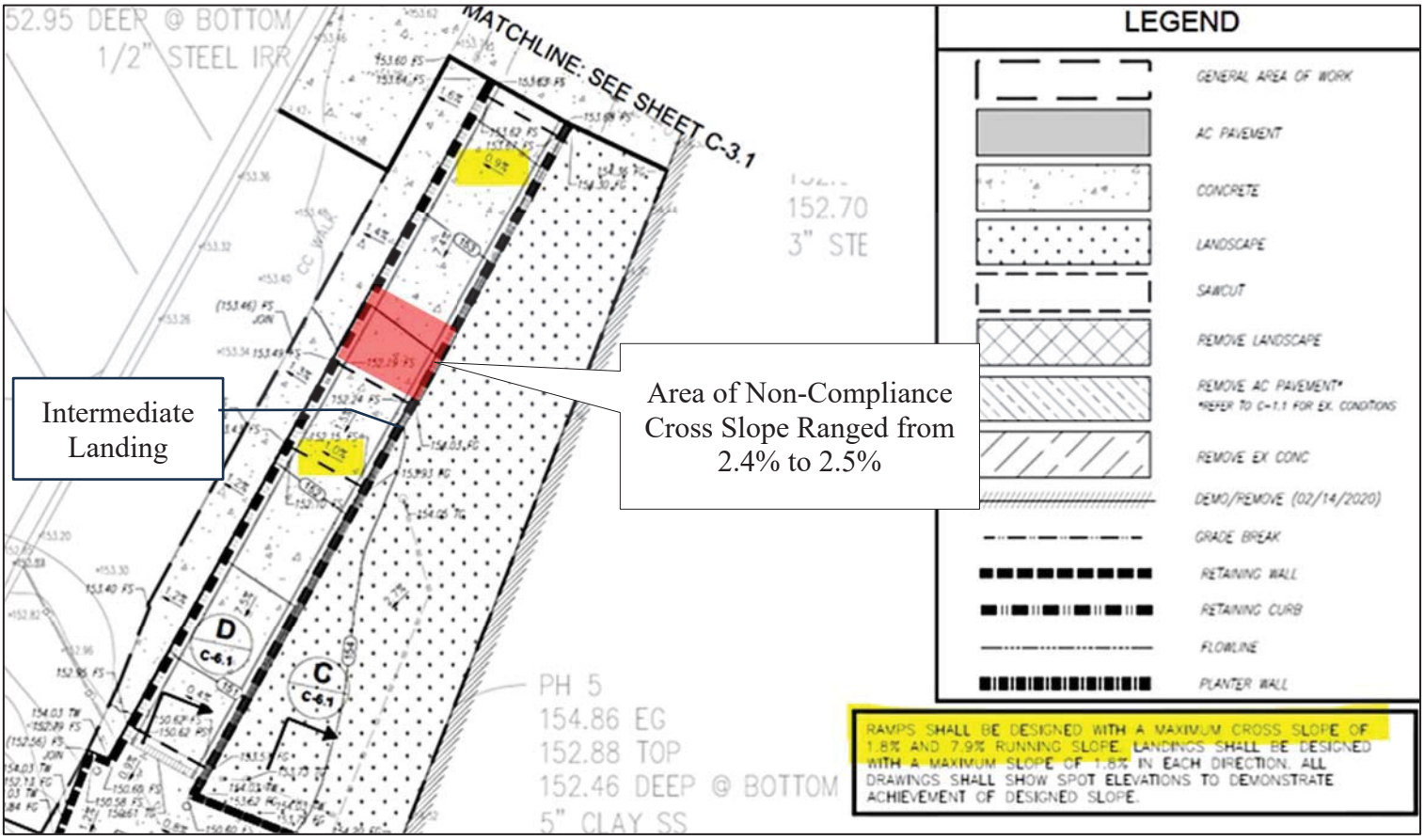
[7] The ADA Standards do not allow explicit tolerance beyond this maximum, but instead refer to "conventional industry tolerances" for minor, unintentional deviations due to construction or manufacturing limitations.

[8] The U.S. Access Board is an independent federal agency that advances accessibility through leadership in accessible design and the development of accessibility guidelines and standards.

[9] 'Suggested Accessibility Guidelines for Exterior Concrete Surfaces' Section 1.2.1 of Dimensional Tolerances in Construction and for Surface Accessibility outlines suggested tolerances for walks and other non-ramp surfaces. It states that *"When overall running slope for walks is measured according to Section 1.1.3 a recommended tolerance for running slope is +1%.When overall cross slope for sidewalks is measured according to 1.1.4 a recommended tolerance for cross slope is +0.5%."*

[10] The ADA Standards Advisory 104.1.1 states, "Where an element is to be installed at the minimum or maximum permitted dimension, such as "15 inches minimum" or "5 pounds maximum", it would not be good practice to specify "5 pounds (plus X pounds) or 15 inches (minus X inches)." Rather, it would be good practice to specify a dimension less than the required maximum (or more than the required minimum) by the amount of the expected field or manufacturing tolerance and not to state any tolerance in conjunction with the specified dimension."

Figure 5. DSA Approved Plan C-3.0 Partial Plan for Concrete Ramp #2



Even when considering the recommended 0.5% tolerance, the existing cross slope exceeds the allowable limit. Therefore, we determined that the slope does not align with the ADA Standards nor the contract documents, which were designed with tolerances in mind.

A ramp cross slope exceeding 2.08% can create safety concerns, hinder navigation, and potentially violate ADA standards, leading to legal implications and liability. If concrete grinding may result in a slippery surface or cause other issues, applying a slip-resistant coating after grinding could be a viable remedy. However, if this is not considered a sufficient long-term solution, the non-compliant section should be removed and replaced to ensure full compliance.

Recommendations for Finding No. 1

1. PACI should correct the non-compliant cross slope of Ramp #2 to comply with the ADA Standards. Please see OIG's Response below for additional information regarding this recommendation.

2. FSD should inspect and ensure the ramp's cross slope complies with the ADA Standards if/when PACI rectifies the issue. Furthermore, future design plans from FSD for ramp

construction should specify a maximum cross slope of 1.5%. This will ensure that, even with the recommended +0.5% tolerance, the ramp's cross slope will not exceed the 2.08% maximum allowed by ADA Standards.

PACI's Response

1. PACI indicated in their response that they are willing to repair the portion of the concrete ramp that is more than 2% and will need to coordinate with LAUSD to do the repair.

FSD's Response

FSD disagreed with the finding and recommendations. FSD claimed that the maximum permissible cross slope—when including the accepted 0.5% construction tolerance—is 2.5%. The measured cross slopes of the existing ramp and landing, at 2.4% and 2.5%, do not exceed this threshold and are deemed compliant. FSD conferred with the Office of the General Counsel (OGC) Office of ADA Compliance on this finding, and they also concluded that the work complied with the construction contract, the California Building Code, and applicable federal regulations/guidance. FSD's response included the following assertions.

a. FSD noted that the reference made to ADA Standards Section 405.3 in the second paragraph of Finding No. 1 is not an accurate reference to the cited code section as written.

b. FSD did not concur with the OIG statement specific to an isolated section of the ramp that 1/16 of an inch out of tolerance shall create a safety concern, hinder navigation, and potentially violate ADA standards, leading to legal implications and liability. FSD stated that the District made a significant investment in ADA improvements at this school, and it would be unreasonable to determine that 1/16 of an inch is placing the District at risk.

c. FSD referenced in addition to the maximum cross slope cited as 1.8% that the Title Sheet of the contract drawings have the following note: "*In cases where slope percentages and dimensions are identified on these plans for elements regulated by the American with Disabilities Act and Chapter 11B of the California Building Code, the slope percentages and dimensions shown may be more stringent than required by code. Dimensions and slope gradients allowed in Chapter 11B of the CBC shall be acceptable and deemed to be in compliance with the construction documents, provided that the dimension or slope gradient variation does not have negative impact on adjoining work.*" The current cross slope in this one isolated section measuring 2.50% falls within dimensional tolerances in construction.

d. FSD asserted that these minor exceedances are acceptable under federal agency guidance provided by the U.S. Access Board, the agency responsible for developing the 2010 ADA Standards as adopted by the Department of Justice (DOJ). In the U.S. Access Board's publication, *Dimensional Tolerances in Construction and for Surface Accessibility* (Exhibit A of FSD's response), Sections 1.2.5 Ramps and 1.2.3 Landings recommend that slope tolerance should not exceed a positive deviation of 0.5%. Accordingly, the maximum

cross slope for ramps and landings permitted by the California Building Code (Sections 11B-405.3 and 11B-405.7.1, respectively) is 2.08%. When the 0.5% tolerance is applied, the effective maximum slope is 2.58%. Therefore, measured cross slopes of 2.4% and 2.5% remain within this allowable threshold and are deemed compliant. Further, Section 1.2.7 of the same publication states that when assessing cross slope variations on ramps, at least 80% of measurements should not exceed 2%, and of the remaining 20%, no measurement should exceed 2.5%. The slopes in question conform to these criteria.

OIG's Response

We have determined that the disagreement between FSD and OIG regarding the ramp's cross slope issue stems from differing interpretations and applications of construction tolerances. FSD applied the 0.5% tolerance to the ADA maximum allowable cross slope of 2.08%, resulting in a permissible slope of 2.58%. In contrast, we applied the same tolerance to the 1.8% specified in the contract drawings, yielding a maximum allowable slope of 2.3%. The contractor was responsible for complying not only with the applicable codes and regulations but also with the specific contractual requirements for this project. Thus, the measured cross slopes of 2.4–2.5% exceeded the allowable limit and were not in compliance with the contract.

The ADA Standards do not specify exact tolerances beyond the maximum limits but defer to conventional industry tolerances for minor, unintentional deviations. This lack of standardized guidance has resulted in varying interpretations. The most effective way to avoid issues with construction tolerances for ADA elements is to design slopes and dimensions slightly below maximums and above minimums. The U.S. Access Board-supported study (publication), *Dimensional Tolerances in Construction and for Surface Accessibility* Section 1.1 Best Practices for Design recommends designing exterior accessible ramp running slopes at 7.5% and cross slopes at 1.5% to account for a 0.5% construction tolerance (Figure 5a).

Moreover, although the OIG recommended that PACI should correct the cross slope of Ramp #2, given FSD's response and differing interpretation and application of the cross slope tolerance, the OIG understands that a correction to Ramp #2 may not be deemed necessary by FSD.

Figure 5a. The U.S. Access Board-supported Study, Dimensional Tolerances in Construction and for Surface Accessibility, Section 1.1 Best Practices for Design

1.1 Best practices for design

1.1.1 When a maximum or minimum dimension is a regulatory requirement use a drawing dimension that is less than a maximum limit or more than a minimum limit. The dimension should be determined by the expected tolerance of the construction element.

The simplest way for design professionals to avoid problems with construction tolerances related to surface accessibility and other accessible elements is to design for slopes and dimensions that are slightly less than maximums and slightly more than minimums. For example, the 1:12 slope stated in ADAAG and ADA/ABAAG is a maximum slope for ramps, not a design requirement. ADAAG and accessibility experts recommend that ramps be built with the least slope possible but in no case should a ramp exceed a 1:12 slope (except for curb ramp flares, and other approved exceptions). Although ramps with a slope slightly less than 1:12 take up more floor space, the negligible loss in usable space will more than compensate for potential problems caused by rebuilding or litigation due to ramps exceeding the 1:12 slope.

1.1.2 When a dimension range is the regulatory requirement use the midpoint of the range as the drawing dimension.

1.1.3 A maximum overall design running slope for exterior accessible surfaces (other than ramps), such as sidewalks, of 4% (approximately 1:25) is recommended. In the ideal case, planning for a 4% running slope allows for construction inaccuracies while still not exceeding the maximum 1:20 slope for walking surfaces.

1.1.4 A maximum overall design running slope for exterior accessible ramps of 7.5% (1:13.3 or 1:13) is recommended. This allows for a potential plus tolerance of approximately 0.8% while not lengthening the ramp excessively. This also minimizes the effects of local variation while not lengthening the ramp excessively. Complying with a tolerance of +0.8% is generally possible with common methods of constructing ramps with concrete, asphalt, and pavers.

1.1.5 A maximum design cross slope for accessible exterior pedestrian paving and ramps of 1.5% (1:67 or about 3/16 in. per ft. [15 mm per m]) is recommended. This allows for a potential plus tolerance of +0.5% while still providing for drainage. ADA/ABAAG states a maximum cross slope requirement of 1:48 (1/4 in./ft. [20 mm/m] or about 2%). Pervious concrete may also be considered for surfaces that are designed to be nearly level.

In alignment with this, the District's ADA Compliance Administrator emphasized in our email correspondence that the District should be pushing its designers to design tolerances into these ramps, such as a 7.5% running slope or a 1.5% cross slope. He said if this were the case, even if the ramp did not achieve the design, it would still meet the code without having to argue about tolerances after the fact.

Accordingly, we recommend that FSD should adopt this design approach in future projects to avoid similar disputes and to ensure compliance despite construction tolerances, specifically by designing ADA ramps with a running slope of 7.5% and a cross slope of 1.5% (or 1.58%).

The following are our responses to the assertions made in FSD's response.

a. The reference we made to ADA Standards Section 405.3 is not incorrect. The maximum cross slope requirement of 2.08% specified in these standards aligns with the California Building Code Sections 11B-405.3 and 11B-405.7.1, as cited in FSD's response.

b. We acknowledge the District's efforts and investment in ADA improvements at this school; however, compliance is determined not by the amount spent, but by the conditions measured in the field. The 1:48 cross slope limit minimizes lateral forces acting on the user, reducing the chance of accidents or falls. A 1/16 inch deviation, though seemingly minor, may affect accessibility and safety for individuals with mobility impairments and pose potential legal risk.

c. The contract drawings specify a maximum cross slope of 1.8%, which is lower than the 2.08% limit required by the ADA Standards, to ensure that even with minor construction tolerances, the element remains code compliant. If the ramp's cross slope were between 1.8% and 2.08%, it would not meet the contract requirements but would still comply with the CBC and be considered acceptable. However, a cross slope of 2.4% to 2.5% exceeds this acceptable range.

d. The 0.5% tolerance recommended in the U.S. Access Board's publication should be applied to the 1.8% cross slope specified in the construction drawings—not to the 2.08% maximum cross slope allowed under the ADA standards, as claimed by FSD. Taking construction tolerances into account, the maximum allowable cross slope should be 2.3%. The contractor was responsible for complying with the applicable codes and regulations, as well as the contractual requirements for this project. Therefore, the ADA ramp, with portions measuring a cross slope of between 2.4% and 2.5%, does not meet these criteria.

OBJECTIVE 4
EVALUATE PACI'S PERFORMANCE FOR JOB SUPERVISION, MANAGEMENT OF SUBCONTRACTORS, AND HEALTH AND SAFETY REQUIREMENTS

Observation No. 3 – PACI's Overall Performance was Satisfactory.

PACI's performance was satisfactory in the District's performance evaluation[11] of the project, where they received a "Meets Expectations" or higher rating across all 31 evaluation categories. Our interviews with project management personnel affirmed overall satisfaction with PACI's performance.

PACI provided a competent part-time project manager and a full-time superintendent, as required by the contract. Additionally, the owner's active involvement in driving the project, coupled with the capable project management team, contributed to the successful completion of the work in line with the contract documents, except for the ramp's non-compliant cross slope, as noted in Finding No. 1.

PACI's performance in terms of health and safety requirements was good as well.

For further details, refer to Section III of the Addendum.

[11] The FSD conducts a Contractor/Consultant Performance Evaluation for LAUSD Projects to provide Facilities Contracts with information necessary to adequately assess a contractor's overall work performance. This evaluation is scored by the Project OAR, IOR, and the School Principal or their appointee to measure key performance criteria, including timeliness, quality of work, job-site safety, and client satisfaction.

OBJECTIVE 5
EVALUATE WHETHER THE LAUSD'S PROJECT STAFF AND ITS CONSULTANTS COMPLIED WITH THE POLICIES, PROCEDURES, AND REQUIREMENTS OF THE DISTRICT

Our evaluation determined that the FSD project management staff and its consultants met their contractual obligations, and their commitment and collaboration were crucial in achieving a successful outcome. However, we identified an opportunity for improvement in the management practices of FSD and its consultants.

Finding No. 2 – Black Iron Walls Issue.

We found that the contract amount increased by 9.14%, amounting to $533,971, due to eight COs resulting from unforeseen black iron wall issues. FSD and its design team could have mitigated these issues through more thorough initial field assessments and selective pre-construction demolition.

Project records indicated that PACI encountered a black iron wall while opening the walls for restroom upgrades in the Boy's Gym, Girl's Gym, and Assembly Building (Figure 6).

Figure 6. Black Iron Walls at the South Wall of the Girl's Gym Women's Restroom (CO T-523 Package Excerpt)

To address this issue, the District issued PACI eight COs totaling $533,971, which represents 9.14% of the original contract amount of $5,843,000 (Figure 7).

Figure 7. List of COs due to Black Iron Wall Issue

CO#	CO Title	CO Amount
523	Women's Restroom (RR) in Girl's Gym - Additional Framing Wall Finishes and Plumbing Due to Black Iron	$51,143.00
531	Framing at Girl's Gym Men's RR Due to Pencil Stud Issue	$47,807.00
532	Girl's RR in Girl's Gym - Additional Framing Wall Finishes and Plumbing Due to Black Iron	$38,349.00
533	Men's RR in Assembly Building (Bldg.) - Additional Framing Wall Finishes and Plumbing Due to Black Iron	$77,061.00
534	Women's RR in Assembly Bldg. - Additional Framing Wall Finishes and Plumbing Due to Black Iron	$66,961.00
538	Boy's RR in Boy's Gym - Additional Framing Wall Finishes and Plumbing Due to Black Iron	$101,841.00
539	Men's RR in Boy's Gym - Additional Framing Wall Finishes and Plumbing Due to Black Iron	$71,614.00
540	Women's RR in Boy's Gym - Additional Framing Wall Finishes and Plumbing Due to Black Iron	$79,195.00
	Total	$533,971.00
Contract Amount		$5,843,000.00
CO Rate Due to Black Iron Framing Walls		9.14%

We discussed this matter with the Project Architect from Bureau Veritas (Formerly Owen Group). During the meeting, they explained that difficulties accessing the ceiling and wall panels to inspect the internal structures during the initial field assessment hindered their ability to fully understand the existing system. Additionally, they noted that another challenge was the inaccuracy of the as-built drawings–some dating back to the 1960s or 1970s–which often did not accurately reflect current conditions.

We also found that this project's final record drawings (as-built drawings) did not include the revisions associated with the redesign to address the black iron issues. We reviewed the as-built drawings for the project, retrieved from the LAUSD Drawing Archives (Vault). During our review, we found that four Construction Change Document Category A[12] - CCD-As #007, 008, 010, and 012 – which revised the wall layout to address the black iron issue, were not reflected in the as-built drawings (Figures 8a and 8b). Of the 20 CCD-As issued for this project, only one—CCD-A #017—was incorporated into the as-built set. The as-built drawings should have included all CCDs

[12] The Construction Change Document (CCD) is the documentation of construction changes. Changes to or affecting the structural, access compliance, or fire & life safety portions of the project are classified as CCD Category A.

to accurately document field-directed changes. This ensures the final record reflects actual constructed conditions for future reference and maintenance.

Figure 8a. Boy's Gym Boy's Restroom Plan In CCD-A #007

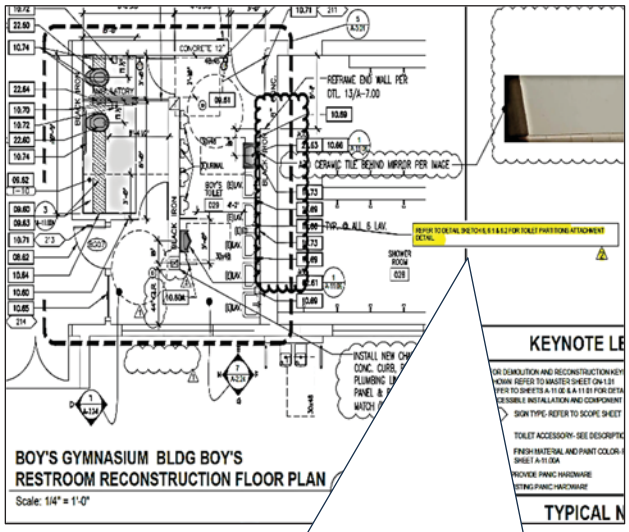
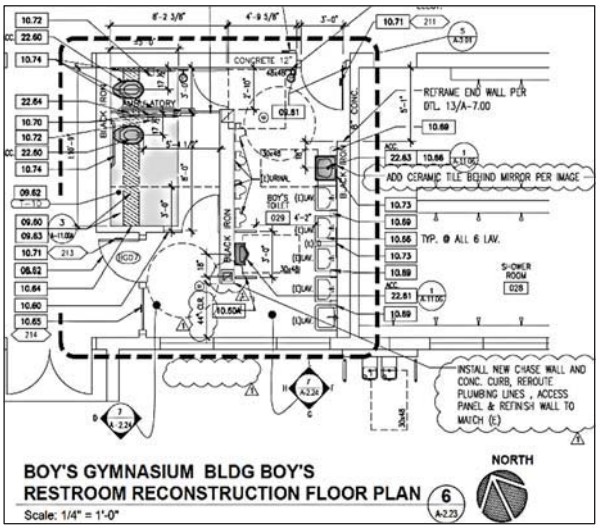


Figure 8b. Boy's Gym Boy's Restroom Plan in As-built Drawings



△2 indicates "*REFER TO DETAIL SKETCH 6, 6.1, 6.2 FOR TOILET PARTITIONS ATTACHMENT DETAIL.*"
These changes to the black iron wall were not reflected in the as-built drawings.

While we acknowledge that entirely preventing the black iron wall issue may have been challenging, FSD could have mitigated schedule delays and cost overruns by improving initial field assessments. This could involve ensuring full access to ceilings and wall panels, and also conducting limited selective demolition during the pre-construction phase to expose critical structural elements.

Recommendations for Finding No. 2

1. To mitigate "black iron wall" issues and improve project efficiency, FSD should enhance initial field assessments, conduct selective pre-construction demolition, and ensure accurate as-built drawing updates.

2. We recommend that FSD ensure the Project Architect updates the project's as-built drawings to incorporate all CCDs, including those related to the black iron issues, to ensure accurate documentation.

FSD's Response

1. FSD Asset Management agreed with the recommendation. They noted that the Westchester HS project was an early Group 6 project (they are currently undertaking Group 20 in 2025). Lessons regarding field conditions have resulted in their current practice of a selective destructive demolition testing approach when black iron is suspected in the walls. This is preferably conducted early in the project, prior to or during the design phase of the project, to improve the identification of unforeseen conditions ahead of construction.

2. FSD agreed with the recommendation. FSD stated that they would instruct the AOR to incorporate missing CCDs as part of the Vault record drawings.

ADDENDUM

Section I – Explanation of COs

In our review of the COs issued for the project (Figure 10), we noted that 70 COs, totaling $1,213,290.28, were issued, or 20.76% of the original contract amount of $5,843,000.00.

We identified a discrepancy between our classification of COs and that of the Project OAR, particularly regarding owner-initiated scope changes and other causes of COs. The main reason for this discrepancy is that the OAR included five “Owner-Initiated” COs under the "Other" category (Figure 9).

Figure 9. OAR CO Classification Vs. OIG CO Classification (as of April 2, 2025)

Reason Code	OAR Classification			OIG Classification		
	No. of COs	CO Amount	Percentile	No. of COs	CO Amount	Percentile
1=Unforeseen Conditions	45	$828,448.95	68.28%	45[13]	$791,924.86	65.27%
2= Owner Initiated Scope Change	5	$161,996.00	13.35%	11	$275,710.24	22.72%
3=End User Scope Change	0	$ -	0.00%	2	$28,711.38	2.37%
4=Design Deficiency (Errors & Omissions)	14	$118,846.33	9.80%	11	$116,943.80	9.64%
5=Outside Agency Required Change	1	$0.00	0.00%	1	$0.00	0.00%
6=Other	5	$103,999.00	8.57%	0	$0.00	0.00%
Subtotal	70	$ 1,213,290.28	100.00%	70	$1,213,290.28	100.00%

[13] The reason the number of COs is the same, but the amount differs is that the two COs classified as Unforeseen Conditions by OAR are listed as Design Deficiency (CO T-527) and End User Scope Change (CO T-541) in the OIG classification. Also, two COs (CO T-530 and CO T-547) marked as Design Deficiency by OAR are classified as Unforeseen Conditions by the OIG.

Figure 10. OIG CO Analysis for the Project (as of April 2, 2025)

			*Reason Code 1=Unforeseen Conditions 2= Owner Initiated Scope Change 3=End User Scope Change 4=Design Deficiency (Errors & Omissions) 5=Outside Agency Required Change 6=Other		
CO#	CO Title	CO Amount	Reason* for Change by OAR	Reason* for Change by OIG	Criteria for OIG Determination
501	Incorporate Construction Drawings from DSA-Addendum #1	$0.00	5	5	
502	Abate Asbestos Pipe Insulation and Vinyl Composition Tile Mastic at Health Office Rest Room (RR)	$5,746.12	1	1	
503	Replace Floor Tile and Floor Drain inside Faculty Women's RR Located at the West End of the Administration (Admin) Building (Bldg.)	$10,129.52	1	1	
504	Replace the Remaining Floor Tile inside the Faculty Men's RR Located at the West End of the Admin Bldg.	$5,628.11	6	2	Owner Initiated Scope Change
505	Polychlorinated Biphenyl (PCB) Abatement at the Interior Drinking Fountain (DF) adjacent to the Men's RR located in the Lobby of the Assembly Bldg.	$8,045.35	1	1	
506	Abate Asbestos Dash-coat Stucco Surrounding Exterior DFs Located South of the Boy's Gym and the Girl's Gym	$4,729.54	1	1	
507	Overnight Fee for Dump Truck with Cal-Hazmat Waste for Ramp #02 Contaminated Soil	$1,847.48	1	1	
508	Abate and Replace the Remaining Floor Tile inside the Health Office Area Located in the Admin Bldg.	$18,579.34	1	1	
509	Abate Asbestos-Wrapped Underground Pipes within Ramp #2 Footprint Cut and Cap in Place	$17,277.58	1	1	
510	Repair Damaged Electrical Conduit under Exterior Door Landing at Bldg. H South Entrance	$3,006.32	1	1	
511	Additional Furniture and Stationery Items for OAR and IOR Construction Trailer Offices	$1,876.80	1	1	

512	Drill into Asbestos Containing Material (ACM) Asphalt to Anchor Traffic Panel by Contractor Staging Area	$851.45	1	1	
513	Camera Footage and Troubleshoot Existing Clogged Underground (UG) Drain Lines at New DFs and Sink Areas	$2,062.16	1	1	
514	Polychlorinated Biphenyl Abatement at Lobby Doors and Door Frames of Men's and Women's RRs	$8,796.12	1	1	
515	Trench Asbestos Construction Containing Material (ACCM) Asphalt to Run Temporary Water Line Subsurface	$5,553.14	1	1	
516	Replace the Remaining Wall and Floor Tiles in Student RR inside Girl's Gym	$22,986.00	6	2	Owner Initiated Scope Change
517	Replace the Remaining Wall and Floor Tiles in Men and Women's RRs Inside Girl's Gym	$26,477.00	6	2	Owner Initiated Scope Change
518	Replace the Remaining Wall and Floor Tiles in Men's and Women's RRs inside the Assembly Bldg.	$42,273.00	6	2	Owner Initiated Scope Change
519	Abate Asbestos Pipe-insulation in Girl's Gym Women's RR Located in the Ceiling Area Above Entrance	$2,553.26	1	1	
520	Concrete Pour on Sunday, 04/24/2022, at Walkways under Arcade 3 and at North Door Landings to Bldgs. C, H, and K	$11,808.14	1	1	
521	Repair the Damaged Electrical Conduit under the Concrete Door Landing at the North Entrance to Bldg. H	$5,171.57	1	1	
522	Abate Additional Area of ACCM Asphalt North of Girl's Gym	$7,615.33	1	1	
523	Women's RR in Girl's Gym - Additional Framing Wall Finishes and Plumbing Due to Black Iron	$51,143.00	1	1	
524	Reinforced Concrete Footing and Reinstall the Gates outside the Assembly Bldg. (RFC 207)	$6,315.35	1	1	
525	Remove ACM Asphalt, Revise Elevations, and Add Redwood Headers at Two Bungalows West of the Girl's Gym	$6,436.77	4	4	
526	Clean and Paint the Remaining Walls inside the Health Office Area in the Admin Bldg.	$6,634.89	6	2	Owner Initiated Scope Change

527	Replace Additional Concrete Areas along the Path of Travel per RFC 186R1 & 187R2	$14,085.56	1	4	Design Deficiency: This work should have been included in the original contract.
528	Replace Five Corroded Posts for Chain-link Fences and Gates per RFC 212	$1,797.55	1	1	
530	Offset the Existing Storm Drainpipe in the South Planter on the East Side of Girl's Gym Per RFC 206	$4,145.49	4	1	Unforeseen Conditions: The storm drain pipe was corroded and had to be replaced.
531	Framing at Girl's Gym Men RR Due to Pencil Stud Issue	$47,807.00	1	1	
532	Girl's RR in Girl's Gym - Additional Framing Wall Finishes and Plumbing Due to Black Iron	$38,349.00	1	1	
533	Men RR in Assembly Bldg.- Additional Framing Wall Finishes and Plumbing Due to Black Iron	$77,061.00	1	1	
534	Women's RR in Assembly Bldg. - Additional Framing Wall Finishes and Plumbing Due to Black Iron	$66,961.00	1	1	
535	Replace Remaining Floor Tile in Boy's Gym RRs (Men, Women's, & Students)	$40,899.00	2	2	
536	Replace the Remaining Wall and Floor Ceramic Tiles in Bldg. H (Foreign Language) Boy's And Girl's RRs	$67,538.00	2	2	
537	Replace the Remaining Wall and Floor Ceramic Tiles in Bldg. K Girl's RR	$31,130.00	2	2	
538	Boy's RR in Boy's Gym - Additional Framing Wall Finishes and Plumbing Due to Black Iron	$101,841.00	1	1	
539	Men's RR In Boy's Gym - Additional Framing Wall Finishes and Plumbing Due to Black Iron	$71,614.00	1	1	
540	Women's RR in Boy's Gym - Additional Framing Wall Finishes and Plumbing Due to Black Iron	$79,195.00	1	1	
541	Changes to Display Case and Interior DF in Boy's Gym	$27,653.00	1	3	End User Scope Change: The new school administration did not allow for the removal of the trophy display to install a new DF.
542	Delete SOW at Double-doors AB07 for the Upper East Entrance to the Admin. Bldg.	($6,001.81)	1	1	

543	Demo and Expose Existing Points of Connection to Waste and Vent Pipes at Exterior DFs by Boy's Gym and Girl's Gym	$7,822.25	1	1	
544	Remove and Reinstall Surface Mounted Electrical Raceways in Men's and Women's RRs at Girl's Gym	$4,500.77	4	4	
545	Modifications to Concrete Footings of New Ramp around Existing Underground Utility Duct-bank	$20,148.86	1	1	
546	Replace Section of Walkway between Oral Music Bldg. and Instrumental Music Bldg. and Reverse Door Swing at Classroom M2	$6,797.81	4	4	
547	Expansion Joints between Walkways and Wall Areas outside Library Bldg. and Assembly Bldg.	$1,068.98	4	1	Unforeseen Conditions: Unforeseen underground electrical lines and extruded building foundations required expansion fillers.
548	Add Epoxy Dowels to the Grade Beams at the North Door Landing of Bldg. H	$2,108.27	1	1	
549	Additional Low Voltage and Electrical Work in Admin Bldg. Health Office and Staff RRs	$11,816.73	4	4	
550	Replace the Remaining Countertop Section in the Health Office inside the Admin Bldg.	$2,547.32	1	1	
551	Additional Changes in Bldg. H Boy's and Girl's RRs	$12,319.83	1	1	
552	Change Concrete Walkway Elevations and Slopes at the Northeast Corner of Girl's Gym	$2,299.16	4	4	
553	Added Posts to the Chain Link Gates at the Girl's Gym and the Tennis Court	$6,981.27	1	1	
554	Camera and Water-jet-blast Clogged UG Drainpipe in Front of Cafeteria Bldg.	$2,196.30	1	1	
555	Change Door Lockset for Staff RR #41 in Admin Bldg.	$1,058.38	4	3	End User Scope Change: The door lockset was replaced for the intended school program.
556	Changes along School Service Road during Winter Break 2022 and 2023	$27,282.00	4	4	
557	Changes in the Sequence of Scope Work to Areas in Section 01 1219 Appendix A (Milestones No. 14)	$0.00	1	1	
558	Add Back-panel Plates to Existing Lockers in Boy's Gym and Girl's Gym	$4,373.98	1	1	
559	HVAC Dome Floor Vents and ADA Seat and Seat Lighting in Assembly Bldg.	$9,715.24	4	2	Owner Initiated Scope Change: ADA seating was redesigned per LAUSD's direction for closer

					proximity to the stage, impacting seat locations, vents, landings, and lighting.
560	Clearances in Men's and Women's RRs inside Girl's Gym	$3,630.00	4	4	
561	Concrete Curb at North Driveway Leading to Utility Bldg.	$7,284.00	4	4	
562	Clogged Roof Drainpipes on the North Side of the Library Bldg. UG Water Line and Concrete Curb at the East Entrance to Admin Bldg.	$5,237.00	1	1	
563	Repair Broken Sewer Line Under Girl's RR in Bldg. C. Abate the Remaining ACM Irrigation Line at Ramp #2	$9,581.00	1	1	
564	Plumbing HVAC Vent and Framing in RRs, and Soffit in Bldg. K Cabinet Locks in the Health Office. Saturday Work Differential Shift	$19,597.00	1	1	
565	Roof Drainpipes along West Bldg. and North of Library Bldg. Dual-wall High-Density Polyethylene (HDPE) Drainpipe Plus Canopy Metal Flashing at Ramp	$14,243.00	1	1	
566	Water Valves in Boy's Gym, Men's and Women's RRs, and Light Switch and Curb in Men's RR.	$12,433.00	4	4	
567	Maple Cap over Curbs at Upper Chairlift Landings in Assembly Bldg. and Cafeteria Bldg.	$6,509.00	1	1	
568	Modify the Door and Door Hardware at Several Bldgs.	$20,378.00	4	4	
569	Replace Existing Sinks in Student RRs in Boy's and Girl's Gym. Intrusion System in Bldg. K Girl's RR. Exterior Gate Northeast Corner of Girl's Gym. Lockers Bench Pedestals in Girl's & Boy's Gyms	$21,314.00	1	1	
570	Replace the Additional Sidewalk Concrete adjacent to New Ramp #2	$19,244.00	2	2	
571	Changes per CDs 26 & 30, CCDs 06 & 19, RFPs 16 & 32, and RFCs 296, 297R1, 344, & 360	$3,185.00	2	2	
	Total	$1,213,290.28			

**Red letters indicate that the OIG's classification of the CO is different from the OAR's classification.

Contract Amount	$5,843,000.00
CO Rate	20.76%

We reviewed the CO documents and performed site visits to determine whether PACI completed CO work in accordance with the approved CO documents.

During our site visits, we confirmed that PACI completed the CO work, which included:

- CO T-526 – cleaning and painting the walls inside the Heath Office in the Administration Building (Figure 11)
- CO T-539 – installation of additional framing wall finishes and plumbing due to black iron in the Boy's Gym Men's Restroom (Figure 12)
- CO T-541 – modifications to the display case and the drinking fountain in the Boy's Gym (Figure 13)
- CO T-556 – installation of additional sections of existing walkways at the north side of the Boy's Gym (Figure 14)
- CO T-559 – installation of HVAC dome floor vents and ADA seats with seat lighting in the Assembly Building (Figure 15)
- CO T-567 – installation of the maple cap over curbs at the upper chairlift landings in the Assembly Building and Cafeteria Building (Figure 16)
- CO T-570 – replacement of sidewalk concrete adjacent to New Ramp #2 (Figure 17)

Figure 11. New Painted Walls Inside the Health Office in the Administration Building for CO T-526

Figure 12. New Framing Wall Finishes and Plumbing in Boy's Gym Men's Restroom for CO T-539

Figure 13. Modified Display Case and Drinking Fountain in the Boy's Gym for CO T-541

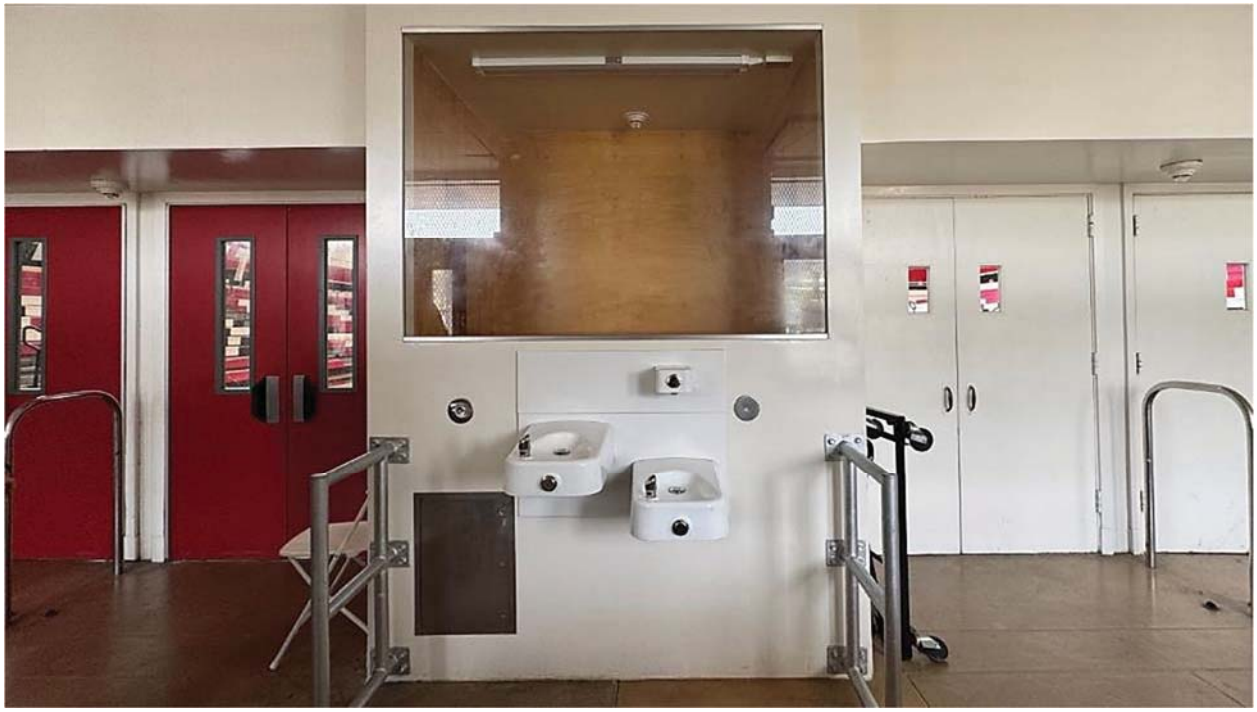


Figure 14. New Additional Sections of Concrete Sidewalks at the North Side of the Boy's Gym for CO T-556

Figure 15. New ADA Seats with Seat lighting in the Assembly Building for CO T-559

Figure 16. New Maple Cap over Curbs at the Upper Chairlift Landings in the Assembly Building for CO T-567

Figure 17. New Added Concrete Sidewalk Adjacent to New Ramp #2 for CO T-570

Section II – Completion of Contract Work

Our evaluation indicated that PACI completed most contractual work, including:

- Upgrades to doors, door hardware, and thresholds. (Figure 18)
- Installation of ADA parking stalls (Figure 19)
- Construction of accessible paths of travel (Figure 20)
- Restroom upgrades for ADA accessibility (Figure 21)
- Installation of accessible drinking fountains and sinks (Figure 22)
- Construction of accessible concrete ramps (Figure 23)
- Installation of accessible assembly seating (Figure 24)
- Provision of accessible furniture and countertops (Figure 25)
- Locker room and locker modifications (Figure 26)

Figure 18. Upgraded Entrance Door Hardware in the Foreign Language Building

Figure 19. New ADA Parking Stalls at the School Entrance

Figure 20. New Path of Travel on the Northeast Side of the Foreign Language Building

Figure 21. New Accessible Stall in the Women's Restroom of Girl's Gym

Figure 22. New Accessible Drinking Fountain Installed in the Administration Building

Figure 23. New ADA Concrete Ramp #2 at the Science Building

Figure 24. New ADA Seating in the Assembly Building

Figure 25. New Accessible Countertop in the Attendance Office

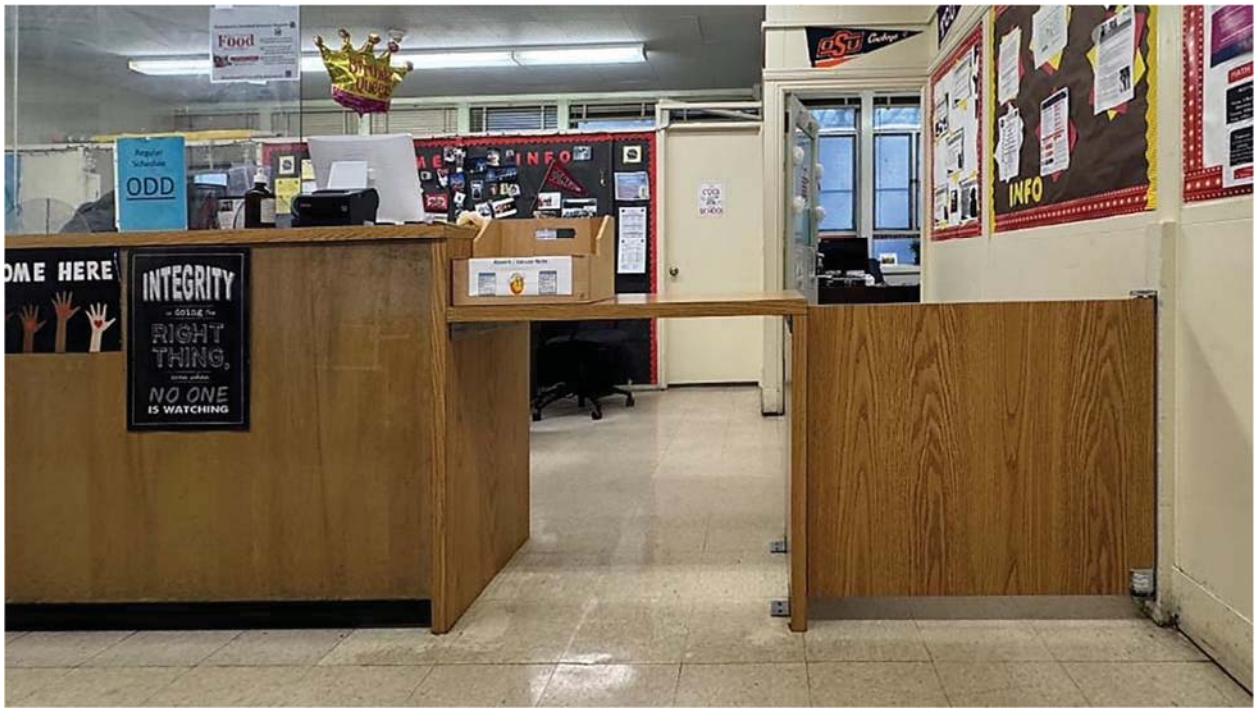


Figure 26. New Accessible Lockers Installed in the Boy's Gym

Section III – Contractor Evaluation

PACI's overall performance was satisfactory based on our technical evaluation, which included site visits, interviews with project staff, and a review of project records. PACI received a satisfactory performance evaluation from the District, meeting or exceeding expectations across all categories. During our interview, the FSD Project Management team affirmed PACI's competence and the owner's active involvement contributed to the project's successful completion.

In the District's Performance Evaluation for the project (Figure 30), PACI earned 170 points out of the 250 maximum points, achieving 68.00% of the applicable maximum points (Figure 27).

Figure 27. District's Performance Evaluation Summary for PACI by Categories

Categories	Maximum Score	PACI Score	Percentile (%)
1. Timeliness/Schedule	50	37	74.00%
2. Quality of Work, Punchlist, Corrections and Deviations	75	46	61.33%
3. COs, RFCs, RFPs, CDs	25	23	92.00%
4. Project Record Documentation	30	20	66.67%
5. Project Job-Site Safety	20	13	65.00%
6. Manpower, Subcontractor Coordination and Logistics	25	18	72.00%
7. Client Satisfaction	25	13	52.00%
Total Score	250	170	68.00%

PACI received a rating of "Meets Expectations" or higher in all 31 evaluation categories. Specifically, PACI was rated "Meets Expectations" in 15 categories, "Exceeds Expectations" in 15, and "Exceptional" in one out of the 31 evaluation categories (Figure 28).

Figure 28. District's Performance Evaluation for PACI by Rating Scales

Rating Scales	PACI Score	Percentile (%)
Unsatisfactory	0	0.00%
Improvement needed	0	0.00%
Meets Expectations	15	48.39%
Exceeds Expectations	15	48.39%
Exceptional	1	3.23%
Total	31	100.00%

We noted that the District's project management team was generally satisfied with PACI's performance on the project. During our interviews, we asked key project management personnel, including the Senior Project Manager, the OAR, and the IOR, to rate PACI's overall performance.

On a scale of 1 to 10, the Senior Project Manager rated PACI's performance an eight, the OAR rated it as a nine, and the IOR rated it a ten, resulting in an average rating of nine. (Figure 29). These ratings indicated that the project management team was generally satisfied with PACI's performance on the project.

Figure 29. PACI's Overall Performance Assessed by District Project Staff

Project Staff	PACI Overall Performance	Comments
Sr. Project Manager	8	He acknowledged that certain aspects of the contractor's work were excellent, with the owner actively driving the project and responding promptly. However, he noted that paperwork deadlines were sometimes relaxed.
OAR	9	He expressed satisfaction, stating that PACI met their expectations and fulfilled their contractual obligations.
IOR	10	He was satisfied with PACI's work and appreciated the superintendent organizing the project and ensuring timely inspections.
Average Performance Rating	9	

PACI's performance in terms of health and safety requirements was excellent. Our review of 34 safety audit reports[14] for the project showed that PACI received an average score of 99.49 out of 100, which is considered a good score.[15] Additionally, they achieved a perfect score in 29 of the 34 audit reports, demonstrating exceptional commitment to safety-related tasks (Figure 31). Regarding safety incidents, there was only a minor incident where a worker experienced pain from lifting a heavy jackhammer, but the worker returned to the site after two days.

[14] Pursuant to the FSD Policies & Procedures 14.9 Construction Safety Section 6.2.2, the District's Construction Safety Specialist conducts safety audits at construction projects and prepares audit reports to assess contractor compliance with safety standards.

[15] According to the Construction Safety Director of FSD, 90 points or above is considered a good score.

Figure 30. District's Performance Evaluation of PACI

Contractor/Consultant Performance Evaluation for LAUSD Projects

Project ID	10388783
Project Name	Westchester Enriched Sciences Magnets - ADA Improvements
School Name	Westchester Enriched Sciences Magnets
Contract Type	Formal
Contract Number	4400009903
Facilities Blanket	2110039
Construction NTP	11/01/2021
Substantial Completion	12/08/2023
Award Amount	$5,843,000
Vendor Number	1000005993
Vendor Name	PARS ARVIN CONSTRUCTION, INC.
Project Owner	[redacted]
Owner's Email	[redacted]
Score	170
Project Description	Voluntary ADA Barrier Removal

INTENT AND PURPOSE

The intent and purpose of this form is to provide Procurement Services Division, Facilities Contracts with information necessary to adequately assess a Contractor's overall work performance. Your input is vital and a required component of the Prequalification process.

INSTRUCTIONS

For each of the following questions, the designated rater shall score the contractor on a range of "Unsatisfactory" to "Exceptional", with the "Exceptional" being the highest score or shall represent no compliance deficiencies. A rating of "Unsatisfactory" or "Needs Improvement" shall require a written explanation or supporting documentation, such as meeting minutes, conversation records, photographs, emails, telephone records, written notices, incidence reports, letters, etc. A question that does not apply shall be scored as "Exceptional".

1. Timeliness/Schedule: (50)

a. Did the Contractor timely demonstrate capability to develop a detailed construction baseline schedule in compliance with the contract schedule specification?

○ Unsatisfactory (0) ○ Improvement needed (3) ○ Meets Expectations (5) ◉ Exceeds Expectations (8) ○ Exceptional (10)

Modified by [redacted] *on 05/13/2024*

b. Did the contractor consistently provide a detailed three-week rolling schedule at the weekly progress meetings and engage in strategic schedule decisions?

○ Unsatisfactory (0) ○ Improvement needed (3) ○ Meets Expectations (5) ◉ Exceeds Expectations (8) ○ Exceptional (10)

Modified by [redacted] *on 05/13/2024*

c. Did the contractor consistently and accurately update the schedule? This includes submitting the required reports with each monthly pay application. Were activities organized by early start, critical path, total float, cost loading by Construction Specifications Institute (CSI) section with a written narrative?

○ Unsatisfactory (0) ○ Improvement needed (3) ○ Meets Expectations (5) ◉ Exceeds Expectations (8) ○ Exceptional (10)

Modified by [redacted] *on 05/13/2024*

d. Were proper and timely notices of events for schedule impacts and pre-delay versus post-delay fragnets submitted with written narrative justifying the impact into a time settlement?

○ Unsatisfactory (0) ○ Improvement needed (3) ○ Meets Expectations (5) ◉ Exceeds Expectations (8) ○ Exceptional (10)

Modified by [redacted] *on 05/13/2024*

e. Were the substantial completion and interim/final completion milestones (including excusable time extension settlements) achieved within the contractual obligation?

○ Unsatisfactory (0) ○ Improvement needed (3) ◉ Meets Expectations (5) ○ Exceeds Expectations (8) ○ Exceptional (10)

Modified by [redacted] *on 05/13/2024*

2. Quality of Work, Punchlist, Corrections and Deviations: (Scored by Inspector of Record (IOR)): (75)

a. Did the contractor provide timely notice for inspection?

○ Unsatisfactory (0) ○ Improvement needed (4) ○ Meets Expectations (8) ◉ Exceeds Expectations (11) ○ Exceptional (15)

Modified by [redacted] *on 05/15/2024*

b. What is the IOR's overall assessment of the contractor's quality of work?

○ Unsatisfactory (0) ○ Improvement needed (4) ◉ Meets Expectations (8) ○ Exceeds Expectations (11) ○ Exceptional (15)

Modified by [redacted] *on 05/15/2024*

c. Did the contractor substitute materials or vary from the specification without approval?

Unsatisfactory (0) Improvement needed (4) **Meets Expectations (8)** Exceeds Expectations (11) Exceptional (15)
Modified by [redacted] *on 05/15/2024*

d. Did the contractor address correction and deviation notices timely during construction?

Unsatisfactory (0) Improvement needed (4) **Meets Expectations (8)** Exceeds Expectations (11) Exceptional (15)
Modified by [redacted] *on 05/15/2024*

e. At final completion or 60 days after substantial completion: how efficient was the contractor in completing all (100%) of their contractual punch-list items?

Unsatisfactory (0) Improvement needed (4) Meets Expectations (8) **Exceeds Expectations (11)** Exceptional (15)
Modified by [redacted] *on 05/15/2024*

3. Change Orders (CO), Requests for Clarification (RFCs), Requests for Proposals (RFPs), Construction Directives (CDs): (25)

a. Did the contractor submit frivolous or untimely RFCs? Were answers to the RFCs clearly marked on the drawings or contained in the specifications? (Contractor is not penalized for unclear documents.)

Unsatisfactory (0) Improvement needed (3) Meets Expectations (5) **Exceeds Expectations (8)** Exceptional (10)
Modified by [redacted] *on 05/13/2024*

b. Did the contractor respond timely to RFPs, COs and CDs? Average of initial response to RFPs, COs and CDs.

Unsatisfactory (0) Improvement needed (4) Meets Expectations (8) Exceeds Expectations (11) **Exceptional (15)**
Modified by [redacted] *on 05/13/2024*

4. Project Record Documentation: (30)

a. Did the Contractor follow the Submittal Process?

Unsatisfactory (0) Improvement needed (2) Meets Expectations (3) **Exceeds Expectations (5)** Exceptional (6)
Modified by [redacted] *on 05/13/2024*

b. Did the contractor submit all required warranties?

Unsatisfactory (0) Improvement needed (1) **Meets Expectations (2)** Exceeds Expectations (3) Exceptional (4)
Modified by [redacted] *on 05/13/2024*

c.Did the contractor submit all required owner's manuals?

Unsatisfactory (0) Improvement needed (1) **Meets Expectations (2)** Exceeds Expectations (3) Exceptional (4)
Modified by [redacted] *on 05/13/2024*

d.Did the contractor submit all required as-built drawings?

Unsatisfactory (0) Improvement needed (1) Meets Expectations (2) **Exceeds Expectations (3)** Exceptional (4)
Modified by [redacted] *on 05/13/2024*

e.Did the contractor submit timely Daily Reports?

Unsatisfactory (0) Improvement needed (1) Meets Expectations (2) **Exceeds Expectations (3)** Exceptional (4)
Modified by [redacted] *on 05/13/2024*

f.Did the contractor provide complete and accurate invoices?

Unsatisfactory (0) Improvement needed (1) Meets Expectations (2) **Exceeds Expectations (3)** Exceptional (4)
Modified by [redacted] *on 05/13/2024*

g.Did the contractor keep accurate and timely Certified Payroll?

Unsatisfactory (0) Improvement needed (1) **Meets Expectations (2)** Exceeds Expectations (3) Exceptional (4)
Modified by [redacted] *on 05/13/2024*

5. Project Job-Site Safety: (20)

a. Did the contractor keep the jobsite clean and quickly address safety concerns?

Unsatisfactory (0) Improvement needed (1) Meets Expectations (3) **Exceeds Expectations (4)** Exceptional (5)
Modified by [redacted] *on 05/13/2024*

b. Did the contractor conduct weekly safety meetings?

Unsatisfactory (0) Improvement needed (1) **Meets Expectations (3)** Exceeds Expectations (4) Exceptional (5)
Modified by [redacted] *on 05/13/2024*

c. Did the contractor properly manage the jobsite hazard analysis program and take adequate precautions with hazardous materials and clean up to alleviate any exposure to students, staff, faculty or public?

Unsatisfactory (0) Improvement needed (1) **Meets Expectations (3)** Exceeds Expectations (4) Exceptional (5)
Modified by [redacted] *on 05/13/2024*

d. Did the contractor immediately report incidents of property damage or injuries?

○ Unsatisfactory (0) ○ Improvement needed (1) ◉ Meets Expectations (3) ○ Exceeds Expectations (4) ○ Exceptional (5)

Modified by [redacted] *on 05/13/2024*

6. Manpower, Subcontractor Coordination and Logistics: (25)

a. Did the contractor provide adequate supervision?

○ Unsatisfactory (0) ○ Improvement needed (1) ○ Meets Expectations (3) ◉ Exceeds Expectations (4) ○ Exceptional (5)

Modified by [redacted] *on 05/13/2024*

b. Did the contractor consistently maintain sufficient forces and appropriate trades on the job? Did subcontractors have to accelerate due to a lack of planning or coordination by the contractor?

○ Unsatisfactory (0) ○ Improvement needed (1) ○ Meets Expectations (3) ◉ Exceeds Expectations (4) ○ Exceptional (5)

Modified by [redacted] *on 05/13/2024*

c. Did the contractor adhere to the requirements of section 4107 of the Public Contract Code when substituting subcontractors not listed in the original bid?

○ Unsatisfactory (0) ○ Improvement needed (1) ◉ Meets Expectations (3) ○ Exceeds Expectations (4) ○ Exceptional (5)

Modified by [redacted] *on 05/13/2024*

d. Did the contractor coordinate with suppliers and manufactures to ensure timely delivery of supplies and materials?

○ Unsatisfactory (0) ○ Improvement needed (1) ◉ Meets Expectations (3) ○ Exceeds Expectations (4) ○ Exceptional (5)

Modified by [redacted] *on 05/13/2024*

e. Did the contractor provide and proactively manage the logistics of the site (for example, cleanliness, security, sanitary facilities, stock piling and storage of materials)?

○ Unsatisfactory (0) ○ Improvement needed (1) ○ Meets Expectations (3) ◉ Exceeds Expectations (4) ○ Exceptional (5)

Modified by [redacted] *on 05/13/2024*

7. Client Satisfaction (Scored by School Principal or appointee): (25)

a. Was the contractor reasonable in minimizing the impacts on day-to-day operations?

○ Unsatisfactory (0) ○ Improvement needed (3) ◉ Meets Expectations (5) ○ Exceeds Expectations (8) ○ Exceptional (10)

Modified by [redacted] *on 05/16/2024*

b. Did M&O staff at the school believe the contractor was courteous, available, and responsive to the needs of the school, did quality work and kept the worksite clean?

○ Unsatisfactory (0) ○ Improvement needed (3) ◉ Meets Expectations (5) ○ Exceeds Expectations (8) ○ Exceptional (10)

Modified by [redacted] *on 05/16/2024*

c. Would you want to work with the contractor again?

○ Unsatisfactory (0) ○ Improvement needed (1) ◉ Meets Expectations (3) ○ Exceeds Expectations (4) ○ Exceptional (5)

Modified by [redacted] *on 05/16/2024*

CERTIFICATION

I understand that the LAUSD has a legitimate interest in the contractor's ability to perform work on public works projects. This reference is to be used solely for the LAUSD prequalification process for public works projects. I certify that the following evaluation is truthful, supported by written documentation and based on evaluations of the contractor pursuant to California Civil Code 47, subd. (c).

OAR Certification: ***Electronically Completed by*** [redacted] ***(UID: 647) on 05/13/2024 15:56:43 PM***

OAR Comments:

Pars Arvin is a veteran LAUSD contractor who is familiar with owner processes, procedures and requirements.

IOR Certification: ***Electronically Completed by*** [redacted] ***(UID: 21894) on 05/15/2024 09:07:42 AM***

Client Certification: ***Electronically Completed by*** [redacted] ***(UID: 22726) on 05/16/2024 14:33:42 PM***

Client Comments:

Still having trouble with some of the door replacements.

Reviewer Certification: ***Electronically Reviewed by*** [redacted] ***(UID: 633) on 05/17/2024 06:26:22 AM***

Figure 31. District's Safety Audit Scores on PACI

Report No.	Date of Reports	Audit Score (%)	Number of Findings	Safety Assessment Findings Details
1	11/12/2021	100	0	
2	12/8/2021	100	0	
3	12/15/2021	100	0	
4	12/21/2021	100	0	
5	12/27/2021	92.73	2	1. An unguarded grinder was found inside the demolition (bathroom) area. 2. Workers did not wear all required PPE while performing work tasks.
6	1/6/2022	100	0	
7	1/21/2022	100	0	
8	1/26/2022	97.37	1	1. Hand-held grinder with no guard
9	2/17/2022	100	0	
10	3/16/2022	100	0	
11	3/23/2022	100	0	
12	4/15/2022	100	0	
13	5/4/2022	100	0	
14	6/16/2022	97.25	2	1. Workers breaking concrete need particulate respiratory protection. 2. Rebar caps are needed at the utility re-route work area.
15	7/2/2022	100	0	
16	7/19/2022	100	0	
17	7/29/2022	100	0	
18	10/14/2022	100	0	
19	10/20/2022	100	0	
20	11/15/2022	100	0	
21	12/9/2022	100	0	
22	2/17/2023	100	0	
23	3/7/2023	100	0	
24	3/17/2023	100	0	
25	3/30/2023	98.02	1	1. A guard rail (mid-rail) is needed at the ADA ramp.
26	4/6/2023	100	0	

27	6/15/2023	100	0	
28	6/30/2023	100	0	
29	7/12/2023	100	0	
30	7/28/2023	100	0	
31	8/2/2023	97.30	2	1. Unauthorized temporary bridge at ADA ramp (potential fall hazard). 2. Several missing protective caps at the ramp
32	10/4/2023	100	0	
33	10/25/2023	100	0	
34	11/14/2023	100	0	
Average Score		99.49		

APPENDIX A

Glossary

- Addenda – Written or graphic information prepared and issued by the District prior to execution of the Design-Build Contract, which modifies or interprets the Pre-Qualification Documents, RFP Documents, or Contract Documents by additions, deletions, clarifications, or corrections.

- Administrative Closeout – Administrative Closeout shall be the duration allowed for completion of all Contract requirements after Substantial Completion such as Punch List items, submittal of final warranties and guaranties, and record documents.

- Architect of Record (AOR) – A licensed design professional recognized by the Division of the State Architect in general responsible charge for the project.

- As-Built Drawings – Plans and specifications received from the contractor following substantial completion that document field changes, additions, or deletions to the work that occurred during construction and reflect existing field conditions upon completion of the Work.

- ASTM International, originally known as the American Society for Testing and Materials, is an international standards organization that develops and publishes voluntary consensus technical standards for a wide range of materials, products, systems, and services.

- AutoCAD – A computer-aided design (CAD) software that is used for precise 2D and 3D drafting, design, and modeling with solids, surfaces, mesh objects, documentation features, and more.

- Back Flow Preventer- A backflow preventer is a device designed to keep water inside fire-protection and other water-based systems on a property—ensuring it only travels in one direction: from the water main into the system's pipes.

- Baseline Schedule – The planned schedule of a project used to measure and monitor the performance of a project.

- Beneficial Occupancy – A term that means that the District has assumed physical occupancy and use of all or some portions of the Work.

- Bidding Documents – All documents made available to bidders.

- California Building Code (CBC) – also known as Title 24 of the California Code of Regulations, is the official building code for the state of California. It sets the minimum standards for the design, construction, quality of materials, use and occupancy, location, and maintenance of all buildings and structures within the state.

- Change Order (CO) – A written instrument confirming a change or adjustment to the contract amount, milestones and/or contract time, and/or an addition, deletion, or revision in the work.

- Change Order Proposal (COP) – A written instrument prepared and issued by the contractor, setting forth proposed adjustments to the contract amount, milestones, and/or contract time, and/or an addition, deletion, or revision in the work.

- Commissioning Report – It includes comprehensive project documentation, energy performance analysis, test results, and systems and training manuals for operations and maintenance personnel.

- Construction Change Document (CCD) – The documentation of construction changes to the DSA-approved construction documents.

- Construction Directive (CD) – A written directive issued by the Owner Authorized Representative (OAR), on or after the effective date of the contract, directing the contractor to proceed regarding an issue of dispute, or requiring the contractor to take a specified action regarding the work, project and/or contract.

- Contract Completion – When the owner determines all contract requirements of the contractor have been met or when the Administrative Closeout Period has expired, and a Notice of Contract Completion is issued by the owner to the contractor.

- Contract Amount – The dollar amount stated in the contract payable by the owner to the contractor. The Contract Amount may be increased or decreased only by a Change Order.

- Contract Documents – The Bid and Acceptance Form, Addenda, bid (including documentation accompanying the bid and any post bid documentation submitted after the Notice of Intent to Award) when attached as an exhibit to the Bid and Acceptance Form, the Notice to Proceed, the bonds, these General Conditions, the Supplementary Conditions, the Insurance Manual as further described in Article 5.1, the Safety Standards Manual, the Specifications and the Drawings, together with all Change Orders, Construction Directives, and Architect written interpretations and clarifications issued pursuant to General Condition Article 9.4. Reports, drawings, and/or other documents referenced in Section 00 3000, Product Data and Sample submittals reviewed relative to Articles 6.46 and 6.47 are not Contract Documents.

- Contract Time – The duration in calendar days from the date in the Notice to Proceed to the Contract Completion, plus Change Order adjustments.

- Contractor – The person, firm, corporation, or entity with whom the owner has entered into the Contract.

- Day – Means a calendar day in every case.

- Defective – When preceding the term “work,” it references work deemed to be unacceptable, faulty, unsuitable, unsightly, or otherwise not in compliance with the

Contract Documents, including any inspection, standard, test, submittal, and/or approvals required by the Contract Documents.

- Design-Build Contract – A construction project delivery method in which the owner of the project enters into a single contract with a design-build contractor to perform both the design and construction work. This is in contrast to the traditional design-bid-build approach, in which the owner hires separate contractors for the design and construction phases.

- District Design Guidelines – The District's set of guidelines that incorporate the District's principles and goals for the design of a school and comply with the California Department of Education (CDE) statewide standards. This set of guidelines includes the District's School Design Guide, Educational Specifications, Guide Specifications, and Standard Technical Drawings.

- Design-Builder – The person or entity under contract with the District pursuant to the Design-Build Contract to design and construct the Work.

- Drawings – Pictorial or graphical portions of the Contract Documents, prepared by or on behalf of the architect, denoting the scope, design, extent, location, character, and dimensions of the work to be performed and may include plans, elevations, sections, details, schedules, and diagrams, etc.

- Division of the State Architect (DSA) – Provides design and construction oversight for K-12 schools, community colleges, and various other state-owned and leased facilities.

- Energy Management System (EMS) – A control system designed to manage and optimize the energy consumption of a building's heating, ventilation, and air conditioning (HVAC) systems.

- Educational Specifications – The detailed descriptions of the functional and facilities support requirements for each space defined in the Facilities Space Program, including prototype drawings and equipment lists. The Educational Specifications are available for High, Middle, and Elementary Schools.

- End User – A person or organization that ultimately uses or is intended to ultimately use a product or service. In school construction, the end user is the school that uses the buildings and facilities.

- Facilities Environmental Technical Unit (FETU) – It manages environmental project activities related to site investigations of existing LAUSD properties and new acquisitions such as performing preliminary environmental assessments, supplemental site investigations, developing remedial action work plans, and preparing removal action completion reports.

- Fair Cost Estimate (FCE) – A separate and independent estimate of the cost and time impact of the proposed Change Order prepared by the OAR, Project Estimator, or the Estimating Unit.

- Fire Alarm Control Panel (FACP) – The central control unit for a fire alarm system. It is designed to receive and process signals from fire detectors and other devices within a building or facility, and to initiate appropriate responses such as sounding alarms, notifying building occupants, and alerting emergency responders.

- Fire Alarm Terminal Cabinet – A metal enclosure that houses the wiring and termination points for a fire alarm system. It helps to protect the wiring from damage and tampering.

- General Conditions (GC) – All references to GC shall refer to Contract Documents Section 00 7000. This is the portion of the Contract in which the rights, responsibilities, and relationships of the parties involved are itemized.

- Guide Specifications – Construction specifications in Construction Specifications Institute (CSI) format that define the materials and systems acceptable to the District, including considerations of economy, performance, and maintenance and operations.

- Multi-zone HVAC Unit – A type of HVAC unit that allows to independently control the temperature and climate in different areas or zones of a building.

- Inspector of Record (IOR) – The IOR is the same as the Project Inspector.

- Internet Protocol (IP) Convergence – Use of IP as the standard platform for transmitting all information such as voice and data. Music, video, TV, teleconferencing, etc.

- Knox Box – A small, secure box mounted on the exterior of a building. Firefighters, emergency medical services (EMS), and sometimes police can access the Knox Box using a special key. Inside the Knox Box, there are keys to the building, which allows first responders to enter quickly in an emergency.

- National Electrical Manufacturers Association (NEMA) – A trade association in the United States that develops standards and guidelines for electrical equipment and components to ensure safety, performance, and compatibility.

- Non-Conformance Items List (NCIL) – A list generated by Project Inspectors during construction prior to substantial completion to record all items that are not in conformance with the approved plans and specifications.

- Notice of Event (NOE) – Written notice provided by the contractor to the Owner Authorized Representative (OAR) if the contractor and/or its subcontractors encounter any issue, event, condition, circumstance, and/or cause of a perceived and/or actual delay, disruption, interference, hindrance, and/or acceleration to the work, or any portion thereof.

- Notice to Proceed (NTP) – Written notice issued by the owner to the contractor establishing the date of commencement of the contract time and authorizing the contractor to proceed with the work.

- Notice to Proceed with Preliminary Design – The written notice issued by the District to the Design-Builder to complete the Preliminary Design Requirements.

- Owner – The Los Angeles Unified School District (LAUSD).

- Owner Authorized Representative (OAR) – The designated authorized representative of the owner who administers the contract.

- Partial Use or Occupancy – Use or occupancy by the owner of a partially completed portion, part, space, or area of the work, prior to Substantial Completion of the work.

- Path of Travel (POT) – refers to a continuous, unobstructed route that allows safe and easy movement for everyone, including people with disabilities, throughout a building or public space.

- Performance Bond and Payment Bond – The surety bonds required to be provided by the Design-Builder pursuant to California Education Code § 17250.30.

- Potholing – Utility potholing also called utility daylighting, hydro-excavation, or air-excavation is a technique which involves digging a series of non-intrusive, non-destructive test holes to gather as much information as possible about the layout of various utilities on a project site.

- Preliminary Design – The collaborated and approved revisions between the District and the Design-Builder to winning the conceptual design competition design prior to starting the schematic design phase.

- Pressure Regulator Valve – A type of valve that is designed to automatically maintain a specific pressure level in a system, regardless of changes in upstream or downstream pressures.

- Product Data – Contractor-furnished literature, illustrations, standard schedules, performance charts, instructions, brochures, diagrams, catalog cuts, color charts, templates, installation and maintenance instructions, test data, agency or regulatory approvals, or other required product information furnished by the contractor relative to the work.

- Project – The public works approved by the owner's governing board, and for which the work is being performed.

- Project Inspector – The person approved by the Division of the State Architect (DSA) and employed by the owner in accordance with the requirements of Title 24 of the California Code of Regulations.

- Project Manager – The overseer of the project from conception through construction and completion of the project, who ensures the project meets design and is completed on time and within budget.

- Punch List – A list of minor corrective items, which does not include uncompleted work.

- Request for Clarification (RFC) – A written instrument prepared by the contractor and issued to the architect and the OAR requesting clarification of the contract documents.

- Request for Proposals (RFP) – The design-build competition process conducted by the District that is intended to lead to the Award of a Design-Build Contract.

- Retention – The monies withheld from a Contractor's progress payments to assure the timely and satisfactory completion of the Contract Work. Per the Public Contract Code, the amount of retention can never be less than 5% of the most current approved Contract value.

- School Design Guide – A set of guidelines prepared to establish and sustain consistent representation of requirements and standards to all members of the Design-Builder Team. It presents design guidelines and criteria for the planning, design, and technical development of new schools and modernization.

- Scope of Work (SOW) – Description of the work to be performed.

- Shop Drawings – Contractor furnished original drawings such as illustrations, diagrams, schedules, fabrications, erection, coordination, layout, setting, details, standards, performance charts or curves, installation, routing, iso-metrics, wiring, control, piping, or other required shop drawings.

- Specifications – Those portions of the contract documents consisting of the written technical and/or administrative descriptions of materials, equipment, systems, codes, regulations, procedures, standards, workmanship, services, facilities, supplies, instructions, transportation, quality, etc., as applied to the work.

- Standard Technical Drawings – Construction detail drawings that provide District-wide consistent operational and safety standards.

- Submittal – Shop drawings, product data, samples, detailed designs, exemplars, fabrication and installation drawings, lists, graphs, operating instructions and other required documents or Substantiation Requirements to be submitted by the Design-Builder under

the Contract Documents for review by District, District's Authorized Representative or a District Consultant.

- Subcontractor – The person, firm, corporation, or entity executing a direct contract with the contractor or with any subcontractor for the performance of a portion of the work.

- Substantial Completion – The stage in the progress of the work when all requirements of the contract are completed, except Punch List items, final warranties and guarantees, and record documents submittals.

- Superintendent – The superintendent is an individual responsible for supervising all field activities related to actual construction. The superintendent's job is to run day-to-day operations on the construction site and control short-term schedules.

- Switchboard – An electrical device that distributes electricity from one or more sources of supply to several smaller load circuits. It is an assembly of one or more panels, each of which contains switching devices for the protection and control of circuits fed from the switchboard.

- Time Impact Analysis (TIA) – A formal method used in construction project management to evaluate the effect of potential or actual delays on the project schedule. It helps assess the impact of changes, disruptions, or unforeseen events on the project's completion date.

- Transformer – An electrical device that transfers electric energy from one alternating-current circuit to one or more other circuits, either increasing or reducing the voltage.

- Withholds – Monies retained from Contractor payment pending resolution of an issue. District withholds monies for incomplete contractual requirements (Punch List) and various statutory obligations regarding payments of subcontractors (Stop Notices) and Contractor workers (Labor Compliance).

- Work – All of the terms and conditions set forth in the Contract Documents, including the various separately identifiable parts thereof to be furnished thereunder. The work must include, without limitation, all labor, materials, apparatus, supplies, services, facilities, utilities, transportation, manuals, warranties, training, and the like, necessary for the contractor to faithfully perform and complete all obligations under the contract.

APPENDIX B

Pars Arvin Construction, Inc.'s Response to the Draft Technical Evaluation Report

PACI
Pars Arvin Construction, Inc.

License No. 804404

June 23, 2025

Jung Beum Kim, MSCM, CIGE
Facilities Project Manager II
Office of the Inspector General
Los Angeles Unified School District
333 South Beaudry Avenue, 12th Floor,
Los Angeles, CA 90017

Re: **LAUSD OIG Draft Technical Evaluation Report of Pars Arvin Construction, Inc. and the ADA Improvement Project at Westchester Enriched Sciences Magnets High School**

Dear Mr. Kim,

After reviewing the draft of the Technical Evaluation report for our work done at Westchester Enriched Sciences Magnets High School with contract no. 4400009903, we have no comments regarding the said report.

Pars Arvin will continue to comply with the contract terms and conditions, and apply best practice as usual so that we may continue to work with LAUSD.

Should you have any questions, please contact our office and ask for Shahriar Rostami, President at (818) 591-0922.

Sincerely,

Shahriar Rostami,
President
PARS ARVIN CONSTRUCTION, INC.

6119 Tampa Avenue, Tarzana, CA 91335 | Phone: (818) 591-0922 | Fax: (818) 591-0923 | Email: Info@parsarvin.com

APPENDIX C

Facilities Services Division's Response to the Draft Technical Evaluation Report

LOS ANGELES UNIFIED SCHOOL DISTRICT
Facilities Services Division

DATE: June 24, 2025

TO: Amy Long, Assistant Inspector General
Office of the Inspector General

Jung Beum (JB) Kim, MSCM, CIGE, Facilities Project Manager II
Office of the Inspector General

FROM: Krisztina Tokes, Chief Facilities Executive
Facilities Services Division

Krisztina Tokes
Digitally signed by Krisztina Tokes
DN: cn=Krisztina Tokes, o=Los Angeles Unified School District, ou=Chief Facilities Executive, email=krisztina.tokes@lausd.net, c=US
Date: 2025.06.24 20:04:41 -07'00'

SUBJECT: **Technical Evaluation of Pars Arvin Construction, Inc. and the ADA Improvement Project at Westchester Enriched Sciences Magnets High School (Contract No. 4400009903)**

Please find below Facilities Services Division's (FSD) response to recommendations provided in the Office of the Inspector General's (OIG) Draft Report of Pars Arvin Construction, Inc. and the ADA Improvement Project at Westchester Enriched Sciences Magnets HS (Contract No. 4400009903).

Objective 1: Evaluate whether PACI completed the contracted work on time and complied with the scheduling requirements.

Observation No. 1 - The Project Schedule was extended by 78 days.
Initially set for substantial completion on September 21, 2023, the project was extended by 78 days due to unforeseen conditions requiring redesign, work interference from other projects, and owner-requested scope changes. Two non-compensable COs officially extended the substantial completion date to December 8, 2023

Objective 2: Evaluate whether the project was completed within the budget, or if change orders were issued.

Observation No. 2 – High CO Rate of 20.76% Mainly Due to Unforeseen Conditions.
The project incurred 70 COs totaling $1,213,290.28 or 20.76% of the original contract amount of $5,843,000. This rate exceeded the industry average CO rate of 8-14% and the District's overall CO rate of 14.25%, primarily due to unforeseen conditions accounting for 65.27% of the total COs.

Los Angeles Unified School District - Facilities Services Division
333 S. Beaudry Ave., 23rd Floor, Los Angeles, CA 90017
Telephone (213) 241-4811 • Fax (213) 241-8384

Objective 3: Evaluate whether PACI completed the project scope of work (SOW) according to the contract documents comprised of the Division of the State Architect (DSA) approved drawings, specifications, and directives.

Finding No. 1 – The Cross Slope of Concrete Ramp # 2 Is Not Compliant with the Americans with Disabilities Act Standards for Accessible Design (ADA Standards) and the contract documents.

The cross-slope of Concrete Ramp #2, constructed by Fehoko Concrete Inc., the PACI's concrete subcontractor, exceeds the 2.08% limit required by the ADA Standards and the 1.8% specified in the contract documents, measuring between 2.4% and 2.5% in certain areas.

Recommendation for Finding No. 1

OIG recommends

1. PACI should correct the non-compliant cross slope of Ramp #2 to comply with the ADA Standards.
2. FSD should inspect and ensure the ramp's cross slope complies with the ADA Standards if/when PACI rectifies the issue.

Facilities Response to Recommendation for Finding No. 1.1 & 1.2:

i. **Response:**

a. FSD would like to note that the reference made to ADA Standards Section 405.3 in the second paragraph of Finding No. 1 on page 9 of 45 is not an accurate reference to the cited code section as written.

b. FSD does not concur with the OIG's statement on page 11 of 45 specific to an isolated section of ramp that 1/16 of an inch out tolerance shall create a safety concern, hinder navigation and potentially violate ADA standards, leading to legal implications and liability. The District has invested $19.9 million dollars in ADA improvements at this school. The elevation changes at this school required the installation of extensive ramps, walkways and an elevator. Additionally, restrooms and drinking fountains were upgraded throughout the campus. The District made a significant investment at this school, and it would be unreasonable to determine that 1/16 of an inch is placing the District at risk. As stated below in section "d", 3rd paragraph: FSD did confer with the OGC Office of ADA Compliance on this finding, and they also concluded that the work complies with the construction contract, the California Building Code, and applicable federal regulations/guidance. No remedial action is required. Therefore the statement should be retracted.

c. FSD would like to reference in addition to the maximum cross slope cited as 1.8% that the Title Sheet of the Contract drawings have the following note:

Los Angeles Unified School District - Facilities Services Division
333 S. Beaudry Ave., 23rd Floor, Los Angeles, CA 90017
Telephone (213) 241-4811 • Fax (213) 241-8384

"In cases where slope percentages and dimensions are identified on these plans for elements regulated by the American with Disabilities Act and Chapter 11B of the California Building Code, the slope percentages and dimensions shown may be more stringent than required by code. Dimensions and slope gradients allowed in Chapter 11B of the CBC shall be acceptable and deemed to be in compliance with the construction documents, provided that the dimension or slope gradient variation does not have negative impact on adjoining work."

The current cross slope in this one isolated section measuring 2.50% falls within dimensional tolerances in construction.

d. These minor exceedances are acceptable under federal agency guidance provided by the U.S. Access Board, the agency responsible for developing the 2010 ADA Standards as adopted by the Department of Justice (DOJ). In the U.S. Access's Board publication, *Dimensional Tolerances in Construction and for Surface Accessibility* (please see Exhibit A for reference), Sections 1.2.5 Ramps and 1.2.3 Landings (page 18 of 28) recommends that slope tolerance should not exceed a positive deviation of 0.5%. Accordingly, the maximum cross slope for ramps and landings permitted by the California Building Code (Sections 11B-405.3 and 11B-405.7.1 respectively) is 2.08%. When the 0.5% tolerance is applied, the effective maximum slope is 2.58%. Therefore, measured cross slopes of 2.4% and 2.5% remain within this allowable threshold and are deemed compliant.

   Further, Section 1.2.7 (page 19 of 28) of the same publication states that when assessing cross slope variations on ramps, at least 80% of measurements should not exceed 2%, and of the remaining 20%, no measurement should exceed 2.5%. The slopes in question conform to these criteria.

   In conclusion, FSD has reviewed Finding No. 1 and believes the finding to be incorrect. On page 11 of the report, the first paragraph asserts, "Even when considering the recommended 0.5% tolerance, the existing cross slope exceeds the allowable limit." This statement is incorrect. As demonstrated, the maximum permissible cross slope—when including the accepted 0.5% construction tolerance—is 2.5%. The measured cross slopes of the existing ramp and landing do not exceed this threshold. FSD did confer with the OGC Office of ADA Compliance on this finding, and they also concluded that the

Los Angeles Unified School District - Facilities Services Division:
333 S. Beaudry Ave., 23rd Floor, Los Angeles, CA 90017
Telephone (213) 241-4811 • Fax (213) 241-8384

work complies with the construction contract, the California Building Code, and applicable federal regulations/guidance. No remedial action is required.

ii. **Action:** N/A

iii. **Target:** N/A

Objective 4: Evaluate PACI's performance for job supervision, management of subcontractors, and health and safety requirements.

Observation No. 3 – PACI's Overall Performance was Satisfactory.
PACI received a satisfactory performance evaluation from the District, meeting or exceeding expectations across all categories. The FSD Project Management team affirmed PACI's competence, and the owner's active involvement contributed to the project's successful completion.

Objective 5: Evaluate whether the District's project staff and its consultants complied with the policies and procedures, and requirements of the District.

Finding No. 2 – Black Iron Walls Issue.
The contract amount increased by 9.14% due to eight COs totaling $533,971 caused by unforeseen black iron wall issues.

Recommendation for Finding No. 2
OIG recommends:

1. Mitigating "black iron wall" issues and improve project efficiency, FSD should enhance initial field assessments, conduct selective pre-construction demolition, and ensure accurate as-built drawing updates.
2. FSD ensures the Project Architect updates the project's as-built drawings to incorporate all CCD's, including those related to the black iron issues, to ensure accurate documentation.

Facilities Response to Recommendation for Finding No. 2.1:

i. **Response:** Facilities Asset Management agrees with the OIG's recommendation. The Westchester HS project was an early Group 6 project (we are currently undertaking Group 20 in 2025). Lessons regarding field conditions have resulted in our current practice of selective destructive demolition testing approach when we suspect that black iron may be in the walls. This is preferably conducted early on in the project prior to or during the design phase of the project to improve the identification of unforeseen conditions ahead of construction.

Los Angeles Unified School District - Facilities Services Division
333 S. Beaudry Ave., 23rd Floor, Los Angeles, CA 90017
Telephone (213) 241-4811 • Fax (213) 241-8384

ii. **Action:** Complete.

iii. **Target:** Complete.

Facilities Response to Recommendation for Finding No. 2.2:

i. **Response:** Agreed.

ii. **Action:** FSD will instruct AOR to incorporate missing CCD's as part of the Vault record drawings.

iii. **Target:** 3rd Quarter of 2025.

Exhibit A: Sections 1.2.5 Ramps and 1.2.3 Landings excerpted from the U.S. Access's Board publication, *Dimensional Tolerances in Construction and for Surface Accessibility*

C: Alix O'Brien
Edward Cadena
Issam Dahdul
Steve Boehm
David Tatevossian
Chris Alejo
Rachel Chua
Susan Stengel

Los Angeles Unified School District - Facilities Services Division
333 S. Beaudry Ave., 23rd Floor, Los Angeles, CA 90017
Telephone (213) 241-4811 • Fax (213) 241-8384

Exhibit A

Sections 1.2.5 Ramps and 1.2.3 Landings excerpted from the U.S. Access's Board publication, *Dimensional Tolerances in Construction and for Surface Accessibility*

in. (380 mm) on both sides of the intermediate handrail.

Measuring about 18 inches from the wall or edge of the stair places the measurement about where foot traffic is most likely.

Measure stair riser height as the vertical dimension between tread nosings. If a tread slopes for drainage, use a level or digital inclinometer to extend the line of the upper nosing to allow measurement to the nosing below.

This is consistent with the Life Safety Code method of measurement and reflects the position on a tread that a person's foot is most likely to contact, especially going down a stair. However, requiring the use of a level makes measurement more difficult and/or time consuming. If treads sloped uniformly for drainage, measurement could be made at the riser, from nosing to tread below because the measurement would be the same as using a level to measure from the back of the tread.

For exterior stairs sloped from the riser to the nosing for drainage, measure the slope of each tread using a digital inclinometer placed along a line as indicated in 1.1.17.

1.2 Suggested tolerances

1.2.1 Walks and other non - ramp surfaces. When overall running slope for walks is measured according to Section 1.1.3 a recommended tolerance for running slope is +1%. When overall cross slope for sidewalks is measured according to 1.1.4 a recommended tolerance for cross slope is +0.5%.

1.2.2 When flatness of running slope for an accessible surface other than a ramp is measured according to Section 1.1.5 no more than 20% (rounded to the nearest whole number) of the measurements should exceed Â ±1/4 in. in 10 ft (Â±6 mm in 3 m). When flatness of cross slope for an accessible surface other than a ramp is measured according to Section 1.1.6 at least 80% (rounded to the nearest whole number) of the measurements should not exceed a 2% slope. The remaining measurements should not exceed a 2.5% slope.

1.2.3 Landings. Both measurements of ramp landings as described in Section 1.1.15 should not exceed a plus tolerance of 0.5%.

1.2.4 When local horizontal discontinuities and vertical alignments are measured according to Section 1.1.9 a recommended tolerance is Â±1/8 in. (3 mm).

1.2.5 Ramps. When overall running slope and cross slope for accessible ramps are measured according to Sections 1.1.11 a recommended tolerance for these slopes is +0.5%.

In the ideal case, planning for a 7.5% running slope allows for construction inaccuracies while still maintaining the required 1:12 slope. However, when a design slope of 1:12 is indicated a tolerance of +0.5% is reasonable.

Many accessibility experts consider a 2% cross slope to be the maximum. However, there is conflicting research concerning the need to have a 2% maximum cross slope and that the actual maximum depends on user type (wheelchair, walker, cane, etc.), length of travel, and other variables. It seems reasonable to allow a +0.5% tolerance for ramp slopes and cross slopes.

1.2.6 When local variations (flatness) in running slope of ramps are measured according to 1.1.13 at least 80% (rounded to the nearest whole number) of the measurements should not exceed an 8.3% slope. The remaining measurements should not exceed a 10% slope.

Allowing a small percentage of localized slopes to exceed 8.3% is based on the allowable slopes in ADA/ABA - AG (2004) for existing buildings of 1:8 (12.5%) for maximum rises of 3 inches and 1:10 (10%) for maximum rises of 6 inches. The 1980 ANSI A117 standard also allowed this with the additional provision that an existing ramp slope of up to 1:8 could have a maximum run of 2 feet (0.6 m). Allowing 20% of local variations to slope up to 10% seems reasonable for a distance of one foot. This would mean that localized dips and high points in a 2 - foot distance would be about Â¼ in. (6 mm) or a little less.

18 of 28

Page 6 of 6

Los Angeles Unified School District - Facilities Services Division
333 S. Beaudry Ave., 23rd Floor, Los Angeles, CA 90017
Telephone (213) 241-4811 • Fax (213) 241-8384

FRAUD, WASTE, AND ABUSE HOTLINE

Office of the Inspector General
"Independent and Objective Oversight"

REPORT FRAUD, WASTE AND ABUSE

(213) 241-7778 or (866) 528-7364

inspector.general@lausd.net

https://www.lausd.org/oig

- Misuse of LAUSD funds and resources
- Retaliation for reporting misconduct
- Anyone can make a report
- You may remain anonymous

English

Español