



## Mountain View Whisman School District Board of Trustees - Regular Meeting

1400 Montecito Avenue  
November 5, 2020  
6:00 PM

The Governor has declared a State of Emergency to exist in California as a result of the threat of COVID-19 (aka the "Coronavirus"). The Governor issued Executive Order N-25-20, which directs Californians to follow public health directives including canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still satisfying state transparency requirements. The Governor has also issued Executive Order N-33-20, prohibiting people from leaving their homes or places of residence except to access necessary supplies and services or to engage in specified critical infrastructure employment. The Public's health and well-being are the top priority for the Board of Trustees of the Mountain View School District and you are urged to take all appropriate health safety precautions. To facilitate this process, the meeting of the Board will be available by:

Dial in Phone Number: (669) 900 6833 (San Jose)  
Meeting ID: 986 0858 5337  
Passcode: 905844  
There is no participant ID

Members of the public who call in to the meeting will be placed in a waiting room until the appropriate time to address the Board. During that time in the waiting room, the caller will not be able to hear the meeting. Callers can view and hear the meeting here: [youtube.com/mvwsd](https://youtube.com/mvwsd)

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Note: The meeting is being held *solely* by telephonic means and will be made accessible to members of the public seeking to attend and to address the Board *solely* through the link above,

Members of the public seeking to attend and to address the Board who require reasonable accommodations to access the meeting, based on disability or other reasons, should contact the following person at least twenty-four (24) hours in advance of a Regular meeting to make arrangements for such reasonable accommodations. (For Special meetings, please request accommodations no less than 12 hours prior to the meeting.)

**Amended - (11/2/2020)**

(Live streaming available at [www.mvwsd.org](http://www.mvwsd.org))

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***As a courtesy to others, please turn off your cell phone upon entering.***

Under Approval of Agenda, item order may be changed. All times are approximate.

**I. CALL TO ORDER (6:00 p.m.)**

- A. Pledge
- B. Roll Call
- C. Approval of Agenda

**II. OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD CONCERNING ITEMS ON THE CLOSED SESSION AGENDA**

**III. CLOSED SESSION**

- A. Negotiations
  - 1. Conference with Labor Negotiators (Government Code 54957.6, subd.(a))  
Agency designated representatives: Ayindé Rudolph, Tara Vikjord, Lauren Petrea, Swati Dagar, Rebecca Westover, Heidi Galassi, Jonathan Pearl  
Employee Organization: Mountain View Educators Association

**IV. RECONVENE OPEN SESSION**

- A. Closed Session Report

**V. CONSENT AGENDA (10 minutes)**

All items on the Consent Agenda are considered to be routine and will be approved in one motion. If discussion is required, items may be removed for separate consideration.

- A. Personnel Report
  - 1. Personnel Report to the Board of Trustees
- B. Minutes
  - 1. Minutes for October 22, 2020 Regular Board Meeting
- C. Contracts
  - 1. Contract(s)
- D. Bond Oversight Committee Report
- E. Parcel Tax Oversight Committee Report
- F. Board Policy No. 5116.1, Intradistrict Open Enrollment
- G. Award of Architectural Services Contract to Dreilling Terrones Architecture for the Crittenden Middle School New Monument Sign Project
- H. Award of Architectural Services Contract to Hamilton + Aitken Architects for the Electrical Upgrades at Crittenden MS and Theuerkauf ES Project
- I. Award of Architectural Services Contract to Hibser Yamauchi Architects for the Huff Elementary School New Portable Project



- J. Award of Architectural Services Contract to Dreilling Terrones Architecture for the HVAC Replacement at Various Sites Project
- K. Award of Architectural Services Contract to Artik Art & Architecture for the Park Restrooms at Various Sites Project
- L. Award of Architectural Services Contract to Hamilton + Aitken Architects for the Site Lighting at Various Sites Project
- M. Award of Architectural Services Contract to Dreilling Terrones Architecture for the Vargas Elementary School Parking Cover Project

## **VI. COMMUNICATIONS**

- A. Employee Organizations
- B. District Committees
- C. Superintendent

## **VII. COMMUNITY COMMENTS**

This is the time reserved for community members to address the Board on items that are not on the agenda. The Board and Administration welcome this opportunity to listen; however, in compliance with the Brown Act, the Board is not permitted to take action on non-agenda items.

Speakers are requested to complete a speaker card and state their name for the record.

If there are additional comments after 10 minutes have elapsed, this item may be continued after all the action and discussion items are completed.

### **Notes on Community Comments on Agendized Items**

The staff presentation to the Board will occur first for each item. The Board will then ask clarifying questions. Afterwards, the community will be invited to comment. Any person wishing to speak will be granted up to three (3) minutes at the time the item appears on the agenda. Comments will be taken for up to 10 minutes, with extra time allowed for translation, as needed. Prior to addressing the Board, each speaker is requested to complete a speaker card (located on the counter near the door), give it to the Superintendent's Executive Assistant, and state his/her name for the record. We ask that you speak from the podium so that we may better hear you. At the conclusion of remarks or after 10 minutes has elapsed, the public comment portion is closed for that item and the Board will return to their own deliberations and comments. Please see the Board's "Welcome" brochure for more specifics on how Board meetings are run. The Board is grateful to have district personnel in the audience. These personnel may be consulted during the Board's discussion on any item.

## **VIII. REVIEW AND ACTION**

- A. Amendment to 2020-2021 Governance Calendar (5 minutes)
- B. Board Policy No. 6174.1, Education of English Language Learners (Special Education) (5 minutes)
- C. Resolution No. 01-110520 Local Assignment Option (5 minutes)

## **IX. REVIEW AND DISCUSSION**

- A. Perimeter Control Update (40 minutes)
- B. Proposal for Opening Support Pods (60 minutes)
- C. The Development of an Equity Committee (20 minutes)

## **X. BOARD UPDATES**

## **XI. ITEMS FOR FUTURE AGENDAS**

## **XII. FUTURE BOARD MEETING DATES**

- A. Future Board Meeting Dates
  - November 19, 2020
  - December 10, 2020
  - January 7, 2021
  - January 21, 2021

## **XIII. ADJOURNMENT (10:00 p.m.)**

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### **NOTICES FOR AUDIENCE MEMBERS**

1. **RECORDING OF MEETINGS:**

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2. **CELL PHONES:**

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5. **DOCUMENT AVAILABILITY:**

Documents provided to a majority of the Governing Board regarding an open session item on this agenda will be made available for public inspection in the District Office, located at 1400 Montecito Avenue during normal business hours.

Los documentos que se les proveen a la mayoria de los miembros de la Mesa Directiva sobre los temas en la sesion abierta de este orden del dia estaran disponibles para la inspeccion publica en la

Oficina del Distrito, localizada en el 1400 Montecito Avenue durante las horas de oficinas regulares.

***Mountain View Whisman School District***

**Agenda Item for Board Meeting of 11/5/2020**

**Agenda Category:** Remote Meeting Notice

**Agenda Item Title:** Remote Meeting

**Estimated Time:**

**Person Responsible:**

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**Background:**

Dial in Phone Number: (669) 900 6833 (San Jose)

Meeting ID: 986 0858 5337

Passcode: 905844

There is no participant ID

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**Fiscal Implication:**

**Recommended Action:**

***Mountain View Whisman School District***

**Agenda Item for Board Meeting of 11/5/2020**

**Agenda Category:** Negotiations

**Agenda Item Title:** Conference with Labor Negotiators (Government Code 54957.6, subd.(a))

**Estimated Time:**

**Person Responsible:** Dr. Ayindé Rudolph, Superintendent

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**Background:**

Agency designated representatives: Ayindé Rudolph, Tara Vikjord, Lauren Petrea, Swati Dagar, Rebecca Westover, Heidi Galassi, Jonathan Pearl

Employee Organization: Mountain View Educators Association

**Fiscal Implication:**

None

**Recommended Action:**

No action required

***Mountain View Whisman School District***

**Agenda Item for Board Meeting of 11/5/2020**

**Agenda Category:** Personnel Report

**Agenda Item Title:** Personnel Report to the Board of Trustees

**Estimated Time:**

**Person Responsible:** Tara Vikjord, Interim Chief Human Relations Officer

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**Background:**

**Fiscal Implication:**

**Recommended Action:**

**ATTACHMENTS:**

Description	Type	Upload Date
Personnel Report to the Board of Trustees	Backup Material	10/29/2020

Personnel Report to the Board  
2020-2021

First Name	Last Name	Position	Status	Site	FTE	Action	Details of Action	From	To	Admin. Rec.	Effective Date of Action	Date of Board Meeting
Cihan	Ozturk	Technician		District Office		Leave of Absence	Extension of Paternity Leave	10/15/20	11/19/20	Approve	10/15/20	11/5/20
Syeda	Huq	Teacher	Temporary	Mistral	1.0000	New Hire					10/19/20	11/5/20
Manuel	Solorio	Custodian (night)		Crittenden	1.0000	New Hire					10/19/20	11/5/20
Nadia	Garcia	Noon Duty Assistant		Vargas		Resignation					10/16/20	11/5/20
Tracee	Neveraz	Teacher		Theuerkauf		Resignation					6/4/21	11/5/20
Somtida	Salim	Teacher		Monta Loma		Resignation					10/15/20	11/5/20

***Mountain View Whisman School District***

**Agenda Item for Board Meeting of 11/5/2020**

**Agenda Category:** Minutes

**Agenda Item Title:** Minutes for October 22, 2020 Regular Board Meeting

**Estimated Time:**

**Person Responsible:**

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**Background:**

**Fiscal Implication:**

**Recommended Action:**

**ATTACHMENTS:**

Description	Type	Upload Date
Minutes for Oct.22, 2020 Regular Board Meeting	Backup Material	10/29/2020





## Mountain View Whisman School District Board of Trustees - Regular Meeting

1400 Montecito Avenue  
October 22, 2020  
6:00 PM

Remote  
Meeting  
Notice

Dial in Phone Number: (669) 900 6833 (San Jose)  
Meeting ID: 914 4186 9838  
Passcode: 369180  
There is no participant ID

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Under Approval of Agenda, item order may be changed. All times are approximate.

**I. CALL TO ORDER (6:00 p.m.)**

The meeting was called to order at 6:06 p.m.

**A. Pledge**

Trustee President Tamara Wilson led the Pledge of Allegiance.

**B. Roll Call**

Present: Blakely, Conley, Gutierrez, Wheeler, Wilson  
Absent:

**C. Approval of Agenda**

A motion was made by Jose Gutierrez and seconded by Ellen Wheeler to approve the

agenda, as presented.

Ayes: Blakely, Conley, Gutierrez, Wheeler, Wilson

## **II. OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD CONCERNING ITEMS ON THE CLOSED SESSION AGENDA**

No member of the public wished to address the Board of Trustees concerning items on the Closed Session Agenda.

## **III. CLOSED SESSION**

The meeting was adjourned to Closed Session at 6:08 p.m.

### **A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant To Government Code section 54956.8):**

#### **1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant To Government Code section 54956.8):**

Property: 310 Easy Street Mountain View, California

Agency Negotiator: Ayindé Rudolph, Superintendent; Rebecca Westover, CBO

Negotiating Parties: German School of Silicon Valley

Under Negotiation: Price and terms of payment for lease.

#### **2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant To Government Code section 54956.8):**

Property: 525 Hans Avenue Mountain View, CA 94040, 500 Toft Street Mountain View, CA 94041, 1701 Rock Street Mountain View, CA 94043, 1175 Castro Street Mountain View, CA 94040, 253 Martens Avenue Mountain View, CA 94040, 115 West Dana Street Mountain View, CA 94041, 505 Escuela Avenue Mountain View, CA 94040, 460 Thompson Avenue Mountain View, CA 94043, 750 San Pierre Way Mountain View, CA 94043, 1625 San Luis Avenue Mountain View, CA 94043, 220 N. Whisman Road Mountain View, CA 94043

Agency Negotiator: Ayindé Rudolph, Superintendent; Rebecca Westover, CBO

Negotiating parties: City of Mountain View

Under negotiation: Price and terms of Master Joint Use Agreement

## **IV. RECONVENE OPEN SESSION**

The meeting was reconvened at 7:23 p.m.

### **A. Closed Session Report**

President Tamara Wilson reported that no action was taken in Closed Session.

## **V. CONSENT AGENDA (10 minutes)**

All items on the Consent Agenda are considered to be routine and will be approved in one motion. If discussion is required, items may be removed for separate consideration.

A motion was made by Ellen Wheeler and seconded by Devon Conley to approve all items on the Consent Agenda, as presented.

Ayes: Blakely, Conley, Wheeler, Wilson

Absent: Gutierrez

### **A. Personnel Report**

1. Personnel Report to the Board of Trustees

### **B. Minutes**

1. Minutes for September 26, 2020 Special Meeting
2. Minutes for October 1, 2020 Regular Board Meeting
3. Minutes for October 5, 2020 Special Meeting

### **C. Contracts**

1. Contract(s)

### **D. Quarterly Report on Williams Uniform Complaints**

### **E. Approval of Payroll Reports and Accounts Pay Warrant List for Month of September 2020**

## **VI. COMMUNICATIONS**

### **A. Employee Organizations**

No member of the employee organization was present to address the Board of Trustees.

### **B. District Committees**

No report at this time.

### **C. Superintendent**

Dr. Rudolph mentioned the following:

- The Community Check-In the following day
- "The Talk" panel discussion on police interactions Oct. 29, 6:30-8:00 p.m.
- Vandalism at Stevenson School

## **VII. COMMUNITY COMMENTS**

Dr. Rudolph read a community comment submitted by:

- Lada Adamic
- Tiffany Dale

The following member of the public addressed the Board of Trustees:

- Robinlin

## **VIII. REVIEW AND ACTION**

- A. Public Hearing to Receive Public Input on an Energy Services Contract in the Form of a Contract for Design and Construction with ENGIE Services U.S. Inc., Pursuant to Government Code Section 4217.10, et seq. (10 minutes)

The Regular Board meeting was closed at 7:38 p.m. and the Public Hearing meeting was opened at 7:39 p.m.

No member of the community wished to address the Board of Trustees on this item.

The Public Hearing was closed at 7:46 p.m.

- B. Initial Proposals and Public Hearing for Mountain View Whisman School District and the California School Employees Association 812 (CSEA) for 2020-2021 School Year (5 minutes)

A motion was made by Jose Gutierrez and seconded by Laura Blakely to approve the Initial Proposals and Public Hearing for Mountain View Whisman School District and the California School Employees Association 812 (CSEA) for 2020-2021 School Year.

Ayes: Blakely, Conley, Gutierrez, Wheeler, Wilson

The Public Hearing was opened at 7:49 p.m. and closed at 7:52 p.m.

No member of the community wished to address the Board of Trustees.

The Regular School Board meeting was opened at 7:52 p.m.

- C. Adoption of Resolution No. 01-102220 for Determination that the Perimeter Controls Projects at Eight Public School Campuses are Exempt from the California Environmental Quality Act, Approving the Projects, and Directing the Filing of a Notice of Exemption (10 minutes)

A motion was made by Jose Gutierrez and seconded by Devon Conley to approve Resolution No. 01-102220 for Determination that the Perimeter Controls Projects at Eight Public School Campuses are Exempt from the California Environmental Quality Act, Approving the Projects, and Directing the Filing of a Notice of Exemption.

Ayes: Blakely, Conley, Gutierrez, Wilson

Abstain: Wheeler

No member of the community wished to address the Board of Trustees.

- D. Adoption of Resolution No. 02-102220 for Determination that the Perimeter Controls Projects at Two Public School Campuses are Exempt from the California Environmental Quality Act, Approving the Projects, and Directing the Filing of a Notice of Exemption (10 minutes)

A motion was made by Laura Blakely and seconded by Jose Gutierrez to approve Resolution No. 02-102220 for Determination that the Perimeter Controls Projects at Two Public School Campuses are Exempt from the California Environmental Quality Act, Approving the Projects, and Directing the Filing of a Notice of Exemption.

Ayes: Blakely, Conley, Gutierrez, Wilson

Abstain: Wheeler

No member of the community wished to address the Board of Trustees.

- E. Adoption of Resolution No.03-102220 to Make Findings Pursuant to Government Code Section 4217.10, et seq., and Approve an Energy Services Contract with ENGIE Services U.S. Inc. (10 minutes)

A motion was made by Devon Conley and seconded by Laura Blakely to approve Resolution No.03-102220 to Make Findings Pursuant to Government Code Section 4217.10, et seq., and Approve an Energy Services Contract with ENGIE Services U.S. Inc..

Ayes: Blakely, Conley, Gutierrez, Wheeler, Wilson

No member of the community wished to address the Board of Trustees.

## **IX. REVIEW AND DISCUSSION**

- A. iReady Diagnostic 1 Update (60 minutes)

Swati Dagar, Interim Director of Curriculum, Instruction, and Assessment presented the Board of Trustees' an update on iReady Diagnostic 1 and answered Trustee questions.

The following member of the public addressed the Board of Trustees:

- Glen Bates
- Sandi Puett
- Rakhee Kaushik

A motion was made by Trustee Conley and seconded by Trustee Wheeler to extend the meeting until midnight.

Ayes: Blakely, Conley, Wheeler, Wilson

Abstain: Gutierrez

**B. Special Education Update (30 minutes)**

Arianna Mayes, Director of Special Education, and Acantha Ellard, Program Coordinator of Special Education, presented the Board of Trustees with an overview of special education, an update on distance learning, in-person assessments, re-opening plan, 504s, dyslexia, disproportionality, and answered Trustee questions.

The following member of the public addressed the Board of Trustees:

- Patrick Neschleba
- Sandi Puett

**C. Renaming Frank L. Huff Elementary School (20 minutes)**

Megan Henderson, Equity Coach, presented the Board of Trustees an update on the Frank L. Huff Elementary School renaming process and answered Trustee questions.

**D. Citizens Broadband Radio Service (30 minutes)**

Jon Aker, Director of Technology Services, presented a proposal for using the Citizens Broadband Radio Service (CBRS) to expand the coverage of our District network to provide Internet access to families and answered Trustee questions.

**X. BOARD UPDATES**

Ms. Wheeler:

1. Attended the October 2<sup>nd</sup> "Check in with the Superintendent.
2. Met with Trustee Conley over Zoom on one issue.
3. Met with Trustee Blakely by phone on a different issue.
4. Met with Dr. Westover by phone.
5. Attended the MVLA candidate forum hosted by the LWV of Los Altos-Mountain View Area.
6. Attended the Santa Clara County Board of Education Trustee Area One forum hosted by LWVLAMV.
7. Attended the October Challenge Team meeting.
8. Attended the October PTA Council meeting.
9. Attended the October Strong Start meeting.
10. Attended an informal meeting of the Santa Clara County School Boards Assn.
11. Attended a forum titled "How School Districts Can Promote a Culture of Voting" featuring California's Secretary of State Alex Padilla, hosted by the California Latino School Boards Association and the California Association of Latino Superintendents and Administrators.
12. Attended a webinar hosted by UCLA and EdSource titled "The View from the Principal's Office – Educating During Covid."
13. Reviewed the forum materials from "Outdoor Learning in the Time of Covid."
14. Attended part of the October meeting of the Mountain View Parks and Recreation Commission.
15. Attended the weekly ACSA Legislative Lunch, this time on Crisis Communications.
16. Attended the "Middlefield Park" housing presentation by the City of Mountain View.

17. Had my regular 1:1 meeting with Superintendent Rudolph by phone.  
Unless otherwise indicated all meetings were via Zoom.

Ms. Conley mentioned the California Assembly has a committee on education and communication, and a joint hearing was held on the digital divide.

## **XI. ITEMS FOR FUTURE AGENDAS**

## **XII. FUTURE BOARD MEETING DATES**

### **A. Future Board Meeting Dates**

November 5, 2020  
November 19, 2020  
December 10, 2020  
January 7, 2021

## **XIII. ADJOURNMENT (10:00 p.m.)**

The meeting was adjourned at 10:56 p.m.

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### **NOTICES FOR AUDIENCE MEMBERS**

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*Mountain View Whisman School District*

**Agenda Item for Board Meeting of 11/5/2020**

**Agenda Category:** Contracts

**Agenda Item Title:** Contract(s)

**Estimated Time:**

**Person Responsible:**

Rebecca Westover Ed.D.  
Chief Business Officer

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**Background:**

On November 19, 2015, the District's Governing Board approved Resolution No. 1580.11/15 delegating authority to award contracts to the District's Superintendent, Chief Business Officer, Associate Superintendent(s), and Assistant Superintendent(s) pursuant to Education Code sections 17604 and 17605.

All contracts approved by those authorized to do so pursuant to that delegation authority are to be submitted to the District's Governing Board for ratification. Contracts that do not, however, involve an expenditure in excess of the bid limits specified in Public Contract Code section 20111 need only be reviewed by the District's Governing Board every 60 days. The applicable bid limits are \$15,000 for construction contracts and \$95,200 in 2020 (adjusted annually) for the purchase of equipment, materials, supplies, non-construction services, or repairs including maintenance.

Presented for ratification are the following contract(s):

Presented for review are the following contract(s):

1. Friends of Vision Literacy - Friends of Vision Literacy will provide the parent engagement program, Together We Learn, a Saturday online Adult english Language program for parents with students enrolled at Graham Middle School and Castro Elementary. Program dates are November 7 - March 20, 2021. \$6,000.00

**Fiscal Implication:**

See Background for details

**Recommended Action:**

It is recommended that the Board of Trustees ratify or review the contracts as presented.

**ATTACHMENTS:**

Description	Type	Upload Date
Friends of Vision Literacy - MOU 2020 -2021	Backup Material	10/26/2020

# Memorandum of Understanding

**Friends of Vision Literacy**

Sobrato Center for Nonprofits  
540 Valley Way, Bldg. 4  
Milpitas, CA 95035  
408.676.7323

and

**MVWSD: Castro and Graham Schools**

1400 Montecito Ave.  
Mountain View, CA 94043  
650-526-3590

It is mutually agreed that FRIENDS OF VISION LITERACY, a 501 (c)(3) nonprofit corporation, shall provide the services listed in this agreement: not to exceed \$6,000 for 16 weeks - 24 total hours of instruction, for a term of service, November 7, 2020 - March 20, 2021, unless adjusted with the consent of both parties.

The **Together We Learn** program is provided by Vision Literacy, in partnership with Mariano Castro Elementary School and Graham Middle School in Mountain View, CA. Kristen Calderon is the Program Contact at Mariano Castro School, Ernesto Nassau is the Program contact at Graham Middle School. The goal is to provide Saturday online Adult English Language instruction provided by trained tutors for up to 30 adults that have students enrolled at Castro, and up to 30 adults that have students enrolled at Graham. **Together We Learn** will provide group instruction: 3 trained Tutors for up to 60 total students (1 tutor for max 20 students in each group).

**Specifications of Project-****Objectives:**

Recruit up to 60 total parents of students enrolled at Castro and Graham. School program contacts will coordinate Community Outreach and Marketing strategies to increase awareness of the adult literacy program offered from November 2020 - March 2021. Up to 60 total adult learners should be enrolled in the program for one day a week, 90-minute sessions. Those sessions will consist of two 8-week sessions. The adult literacy program will provide a variety of learning opportunities for each participant to listen, speak, read and write English.

Vision Literacy Google Classroom platform will be used to add additional learning opportunities. Instruction for beginning, intermediate, advanced skill levels will be determined by a normed assessment test. Total number of adults, attending sessions – Minimum 5 – Maximum 20 adults per tutor. A maximum of 60 participants could receive a total of 24hrs. of online, live instruction and access to 24/7 additional instruction and literacy activities. Weekly attendance reports will be provided for the Program contacts at each school site.

This investment will support parents as models for their children and parents will know that the schools are investing in their own learning, which in turn positively impacts the academic progress of their students enrolled in MVWSD.

**Proposed Dates and Times for 2020-2021 school year:**

Saturday classes will commence on November 7th, 2020 and follow a weekly schedule for 2, 8-wk sessions for a total of 16 weeks:

(11/7/20, 11/14/20, 11/21/20, 12/5/20, 12/12/20, 12/19/20, 1/9/21, 1/16/21) and (1/23/21, 1/30/21, 2/6/21, 2/13/21, 2/27/21, 3/6/21, 3/13/21, 3/20/21). Class time will be from 10:00am-11:30am.

**Data Collection and Reporting:**

Vision Literacy will collect data and conduct program evaluation with program participants. CASAS – Comprehensive Adult Student Assessment System) Life Skills Appraisal will be used for placement in the appropriate level class. Data for required reporting will be provided, including Attendance Figures, Progress Reports, Financials, Participant Questionnaires and Success Stories.

The projected fee of \$6,000 dollars for the **Together We Learn** program from November 7, 2020 - March 20, 2021 is to be disbursed in one installment: January 2021. The total of \$6,000.00.

Note: Either party may terminate this agreement for any reason 30 days after the date of notice to the other party. Upon termination the service Provider may issue a final invoice for unpaid services rendered up to the date of termination.

To the fullest extent provided by law, Vendor shall defend, indemnify and hold harmless the District, including its employees, directors, agents, volunteers, and affiliates, from and against any and all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs, and expenses (including without limitation reasonable attorney's fees and costs) arising out of this Agreement, except to the extent caused by the District's sole gross negligence or intentional misconduct.

A certificate of insurance will be provided.

**Cathy Baur**  
MVWSD - Chief Academic Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Pat Lawson-North**  
Vision Literacy - Executive Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Mountain View Whisman School District*

**Agenda Item for Board Meeting of 11/5/2020**

**Agenda Category:** CONSENT AGENDA

**Agenda Item Title:** Bond Oversight Committee Report

**Estimated Time:**

**Person Responsible:**

Rebecca Westover Ed.D

Chief Business Officer

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**Background:**

California Proposition 39, known as the School Facilities Local Vote Act reduced the threshold needed to pass local California school district bond issues from a two-thirds supermajority vote to a 55 percent vote. California Education Code Section 15728 established requirements for a Citizen's Bond Oversight Committee to be established when bond measures are passed under Prop 39. The committee is comprised of local residents whose main charge is to inform the public of how their bond dollars are spent.

**Fiscal Implication:**

None

**Recommended Action:**

It is recommended that the Board of Trustees accept the Bond Oversight Committee Report as presented.

**ATTACHMENTS:**

Description	Type	Upload Date
BOC Report	Backup Material	10/22/2020
Brown Act Presentation	Backup Material	10/22/2020
Role of BOC Presentation	Backup Material	10/22/2020
October Meeting Minutes (unapproved)	Backup Material	10/22/2020
Measure T Presentation	Backup Material	10/22/2020



# Mountain View Whisman School District

## Measure G and Measure T Citizens' Bond Oversight Committee Report

Report by:



1400 Montecito Avenue, Mountain View, CA 94043  
Phone: (650) 526-3500 | Fax: (650) 964-8907  
[www.mvwsd.org](http://www.mvwsd.org)





### Committee Members

- ✓ Betsy Fowler
- ✓ Braid Pezzaglia
- ✓ Cleave Frink
- ✓ Hafsa Mirza
- ✓ Mike Lehner
- ✓ Doug Radtke
- ✓ Nimi Berman
- ✓ William Lambert
- ✓ James Perkins

### Board of Trustees

- ✓ Laura Blakely
- ✓ Devon Conley
- ✓ José Gutiérrez, Jr.
- ✓ Ellen Wheeler
- ✓ Tamara Wilson

### District Representatives

- ✓ Dr. Ayindé Rudolph, Superintendent
- ✓ Rebecca Westover, Chief Business

Officer

The bonds were issued in two series as noted below:

#### Measure G – General Obligation Bonds

Series A – Issued 2/07/2013

\$ 50,000,000

Series B – Issued 5/19/2016

\$148,000,000

Total Bond Authorization

\$198,000,000



## Measure G Overview

On June 5, 2012, 67.58% of the local voters passed Measure G, which generated funding to provide safe, efficient, and modern facilities for Mountain View Whisman School District students and staff. The approval percentage was the highest in Santa Clara County and the 4<sup>th</sup> highest of the 34 school bond measures in the State of California.

Measure G generated up to \$198 million to repair, upgrade and expand our local schools. Funds were generated through the sale of general obligation bonds, which are repaid through assessments on residential and commercial property located within the Mountain View Whisman School District. The annual cost to local property owners is limited to \$30 per \$100,000 of assessed property value.

All projects funded by the issuance of Measure G general obligation bonds are subject to review both by the District's Board of Trustees and by an independent citizens' oversight committee. The District also provides many public forums to present progress and seek input from community members, parents, and staff.

The proceeds of the Bonds have been used to complete the following projects:

- Bring schools up to current fire and earthquake safety standards
- Remove hazardous materials like asbestos and lead
- Repair and upgrade deteriorated plumbing, sewers and restrooms
- Make schools accessible for students with disabilities
- Build classrooms to avoid overcrowding and allow children to attend their neighborhood schools
- Maintain school facilities to protect the community's investment
- Modernize science labs, computer equipment and classroom technology
- Improve energy and operational efficiency to save millions that can be used to Support quality educational programs and teachers

## Measure G Bond Summary

Total Bond Authorization	\$ 198,000,000
Interest Earned	\$ 4,123,639
Revenue Receivables from City and County	\$ 1,401,800
Miscellaneous Deposits/Transfers	\$ 4,024,094
Total Revenues in Fund 211	<u>\$ 207,549,533</u>
Project Expenditures as of 9/15/2020	\$ 206,092,318
Encumbrances Remaining (Contracts)	\$ 244,096
Budget Remaining	<u>\$ 612,144</u>
Total Project Budgets	<u>\$ 206,948,558</u>
Contingencies	\$ 600,975
Total Projects Planned	<u>\$ 207,549,533</u>

## Measure G Financial Summary Breakdown of Improvements by Campus

Location Code	Description (A)	Budget Total (B)	Encumbered (C)	Disbursements (D)	Budget Remaining (B-C)	Encumbers Balance (C-D)
000	Districtwide (Cost of Issuance)	\$ 348,000	\$ 348,000	\$ (348,000)	\$ -	\$ -
002	Bubb	\$ 17,578,577	\$ 17,569,734	\$ (17,556,498)	\$ 8,843	\$ 13,236
003	Castro	\$ 30,982,804	\$ 30,982,804	\$ (30,978,804)	\$ -	\$ 4,000
004	Huff	\$ 17,087,775	\$ 17,087,775	\$ (17,083,775)	\$ -	\$ 4,000
005	Landels	\$ 17,426,327	\$ 17,373,026	\$ (17,304,895)	\$ 53,301	\$ 68,131
006	Monta Loma	\$ 18,732,728	\$ 18,732,728	\$ (18,728,728)	\$ -	\$ 4,000
007	Vargas	\$ 48,502	\$ 48,502	\$ (48,502)	\$ -	\$ -
008	Theuerkauf	\$ 12,236,436	\$ 12,236,436	\$ (12,147,823)	\$ -	\$ 88,612
009	Districtwide	\$ 2,051,116	\$ 2,051,116	\$ (2,022,583)	\$ -	\$ 28,533
011	Crittenden	\$ 32,508,705	\$ 32,508,705	\$ (32,504,705)	\$ -	\$ 4,000
013	Cooper	\$ 1,569	\$ 1,569	\$ (1,569)	\$ -	\$ -
014	Graham	\$ 18,177,848	\$ 18,177,848	\$ (18,173,848)	\$ -	\$ 4,000
015	Stevenson	\$ 25,366,609	\$ 24,816,609	\$ (24,795,026)	\$ 550,000	\$ 21,583
016	Mistral	\$ 14,309,752	\$ 14,309,752	\$ (14,305,752)	\$ -	\$ 4,000
026	Preschool - Latham	\$ 91,811	\$ 91,811	\$ (91,811)	\$ -	\$ -
<b>TOTAL</b>		<b>\$ 206,948,558</b>	<b>\$ 206,336,414</b>	<b>\$ (206,092,318)</b>	<b>\$ 612,144</b>	<b>\$ 244,096</b>

## Measure G Financial Summary

### Breakdown of Improvements by Project Type

Management Code	Description (A)	Budget Total (B)	Encumbered (C)	Disbursements (D)	Budget Remaining (B-C)	Encumbered Balance (C-D)
0000	Districtwide (Cost of Issuance/Sitewide Undesignated)	\$ 474,291	\$ 474,291	\$ (474,291)	\$ -	\$ -
0001	Phase 1 - Temp Housing & Program Mgmt Combined	\$ 66,628	\$ 66,628	\$ (66,628)	\$ -	\$ -
0002	Phase 2 - New Const & Program Mgmt Combined	\$ 358,716	\$ 358,716	\$ (358,716)	\$ -	\$ -
0003	Phase 3 - Auditorium & Program Management Combined	\$ 679,229	\$ 679,229	\$ (679,229)	\$ -	\$ -
0570	Technology and Data Infrastructure	\$ 714,103	\$ 714,103	\$ (714,103)	\$ -	\$ -
0700	Capital Projects Services	\$ 910,767	\$ 910,767	\$ (910,767)	\$ -	\$ -
0701	Construction Program Management	\$ 21,873,766	\$ 21,873,766	\$ (21,873,766)	\$ -	\$ -
0705	Auditorium Construction/Maintenance	\$ 10,935,366	\$ 10,935,366	\$ (10,935,366)	\$ -	\$ -
0707	Classroom/Building - New	\$ 56,312,448	\$ 55,762,448	\$ (55,755,950)	\$ 550,000	\$ 6,499
0708	Classroom/Building - Modernization	\$ 73,297,405	\$ 73,288,562	\$ (73,279,326)	\$ 8,843	\$ 9,236
0709	Site Improvements/Fields	\$ 2,735,395	\$ 2,682,094	\$ (2,589,430)	\$ 53,301	\$ 92,665
0711	Security System - New Construction	\$ 115,935	\$ 115,935	\$ (115,935)	\$ -	\$ -
0719	Temp Housing Construction Project	\$ 9,775,634	\$ 9,775,634	\$ (9,773,134)	\$ -	\$ 2,500
0721	MPR Modernization/Construction	\$ 27,237,912	\$ 27,237,912	\$ (27,153,300)	\$ -	\$ 84,612
0723	Furniture/Fixtures/Equipment	\$ 770,120	\$ 770,120	\$ (770,120)	\$ -	\$ -
0724	Kitchen Modernization/Construction	\$ 474,939	\$ 474,939	\$ (474,939)	\$ -	\$ -
0726	Deferred Maintenance	\$ 128,923	\$ 128,923	\$ (128,923)	\$ -	\$ -
0731	Fencing	\$ 40,000	\$ 40,000	\$ -	\$ -	\$ 40,000
0799	Miscellaneous Close-out Projects	\$ 46,981	\$ 46,981	\$ (38,396)	\$ -	\$ 8,585
<b>TOTAL</b>		<b>\$ 206,948,558</b>	<b>\$ 206,336,414</b>	<b>\$ (206,092,318)</b>	<b>\$ 612,144</b>	<b>\$ 244,096</b>



# Completed Measure G Projects



## 002-Bubb Elementary School

### Project Profile and Status

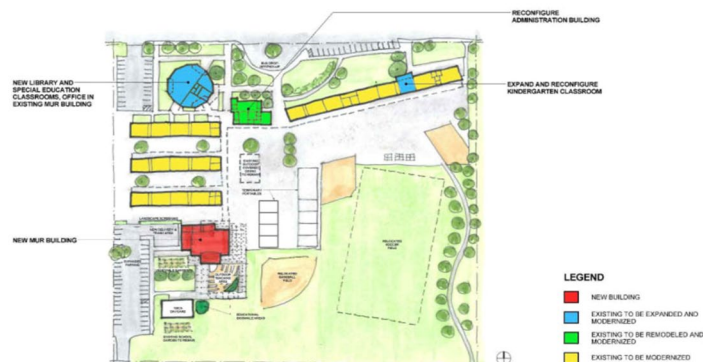
Multiple projects included in Measure G were the modernization of existing classroom wings, office area, library, and the construction of a new Multi-Use Room and conversion of the old Multi-Use Room to a Library and special education classrooms. Additional projects were the installation and leasing of temporary housing, playground improvements, and new furniture, fixtures and equipment.

**Total Project Costs \$17,578,577**

Architect:	Hibser Yamauchi Architects (HYA)
Construction Start Date:	June 2017
Completion Date:	December 2018



### Bubb Proposed Schematic Design



Benjamin Bubb Elementary School  
Campus Modernization  
Bennington School District  
Board of Trustees Meeting, June 21, 2019

PRELIMINARY SITE LAYOUT

HIBSER YAMAUCHI  
Architects, Inc. **HY**

## 003 Castro Elementary School

### Project Profile and Status

Projects included in Measure G were the construction of 3 two-story classroom wings including 15 standard classrooms and support spaces, a new administration building and kindergarten wing. Also included was the construction of the Multi-Use Room and Library for combined use with Mistral School. Temporary housing was installed and has since been removed. Additional projects were playground improvements and new furniture, fixtures and equipment.

**Total Project Costs \$30,982,804**

Architect:	Quattrocchi Kwok Architects (QKA)
Construction Start Date:	September 2016
Completion Date:	August 2018





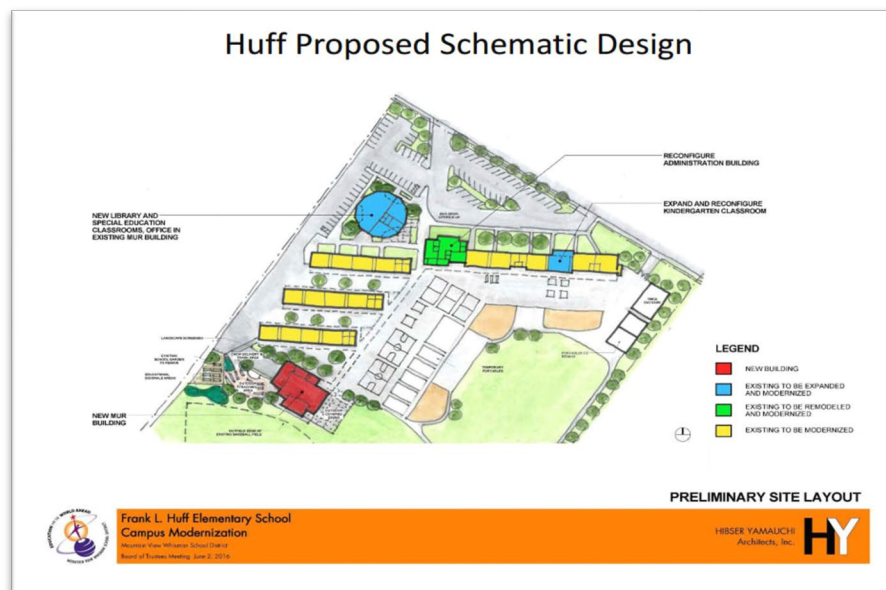
## 004 Huff Elementary School

### Project Profile and Status

Multiple projects included in Measure G were the modernization of existing classroom wings, office area, construction of a new Multi-Use Room and conversion of the old Multi-Use Room to a Library and special education classrooms. Additional projects were the installation and leasing of temporary housing, playground improvements, and new furniture, fixtures and equipment.

**Total Project Costs \$17,087,775**

Architect:	Hibser Yamauchi Architects (HYA)
Construction Start Date:	June 2017
Completion Date:	December 2018



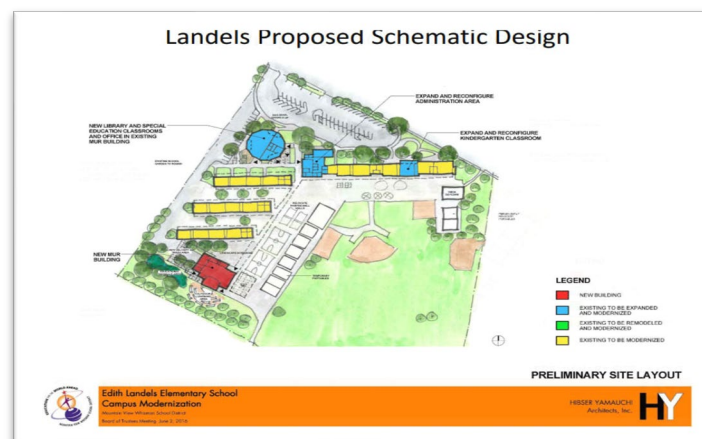
## 005 – Landels Elementary School

### Project Profile and Status

Multiple projects included in Measure G were the modernization of existing classroom wings, office area, construction of a new Multi-Use Room and conversion of the old Multi-Use Room to a Library and special education classrooms. Additional projects were the installation and leasing of temporary housing, playground improvements, and new furniture, fixtures and equipment.

**Total Project Costs \$17,426,327**

Architect:	Hibser Yamauchi Architects (HYA)
Construction Start Date:	June 2017
Completion Date:	December 2018





## 006 – Monta Loma Elementary School

### Project Profile and Status

Multiple projects included in Measure G were the modernization of existing classroom wings, office area, and staff lounge building, and the modernization and expansion of the Multi-Use Room including the kitchen space. Additional projects were the installation of 2 district owned portables salvaged from the Landels site, playground improvements: and new furniture, fixtures and equipment.

**Total Project Costs \$18,732,728**

Architect:	Quattrocchi Kwok Architects (QKA)
Construction Start Date:	May 2017
Completion Date:	August 2018





## 008 – Theuerkauf Elementary School

### Project Profile and Status

Multiple projects included in Measure G were the modernization of existing classroom wings, office area, and library. Additional projects were new furniture, fixtures and equipment. The Multi-Use room expansion and modernization is in progress and is due to complete by November 1, 2019.

**Total Project Costs \$12,236,436**

Architect:	Dreiling Terrones Architecture (DTA)
Construction Start Date:	June 2017
Completion Date:	November 2019





## 011 – Crittenden Middle School

### Project Profile and Status

Multiple projects included in Measure G were the construction of new Auditorium, new Innovation Center which includes classrooms, video production laboratory and library, modernization of existing classroom wings, Multi-Use Room, technology upgrades, security system improvements, kitchen upgrades, new synthetic turf field with all-weather track, and new furniture, fixtures and equipment.

**Total Project Costs \$32,508,705**

Architect:	Deems Lewis McKinley (DLM)
Construction Start Date:	June 2014
Completion Date:	February 2018





## 014 – Graham Middle School

### Project Profile and Status

Multiple projects included in Measure G were the construction of new Auditorium, new Innovation Center/classroom building, modernization of existing classroom wings, conversion of existing lunch structure to Multi-Use Room, technology upgrades, security system improvements, kitchen upgrades, and new furniture, fixtures and equipment.

**Total Project Costs \$18,177,848**

Architect:	Artik Art & Architecture
Construction Start Date:	June 2014
Completion Date:	May 2017



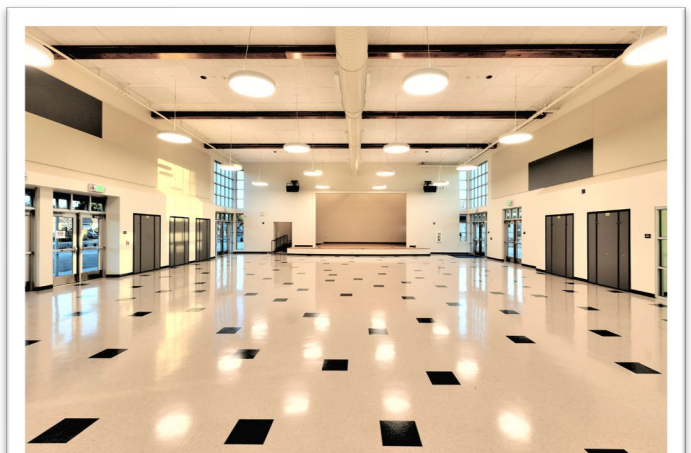
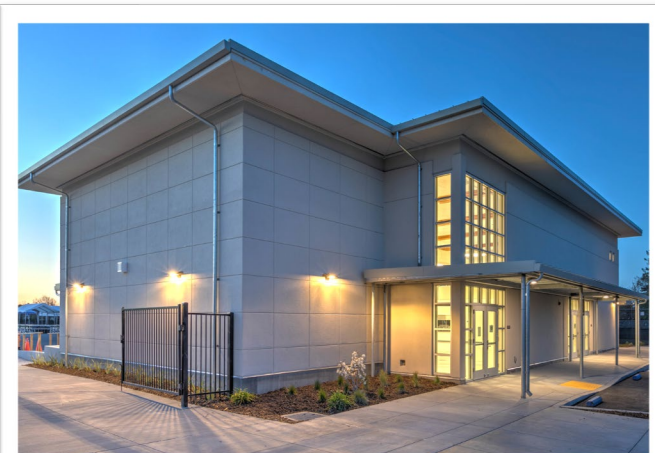
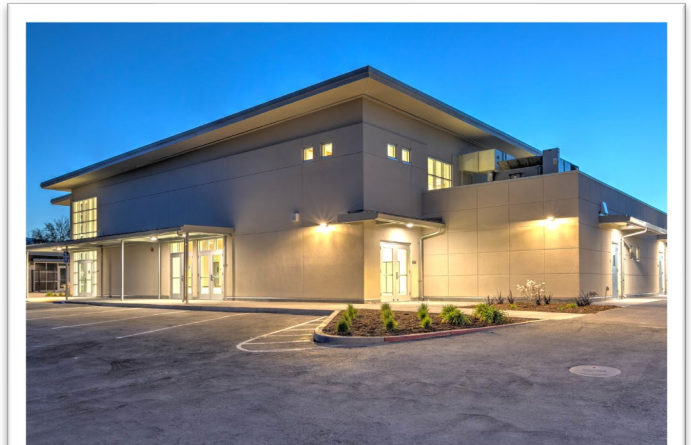
## 015 – Stevenson Elementary School

### Project Profile and Status

This Measure G project encompassed the construction of a new elementary school campus to replace the portable classrooms that were used for the school. The new construction included a new Multi-Use Room, Library, School Office, Kindergarten wing and playground and Grade 1-5 classrooms.

**Total Project Costs \$25,366,609**

Architect:	Dreiling Terrones Architecture (DTA)
Construction Start Date:	June 2017
Completion Date:	March 2018





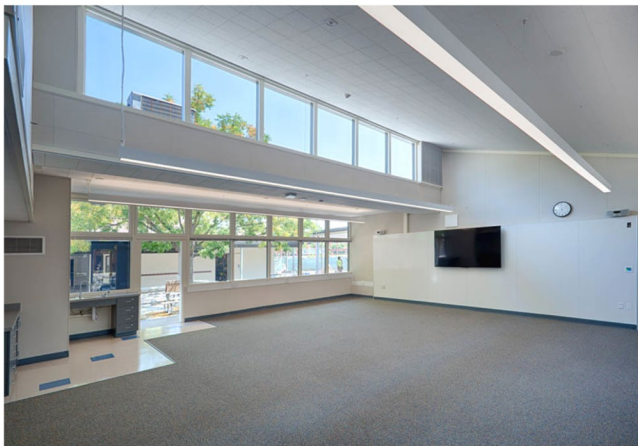
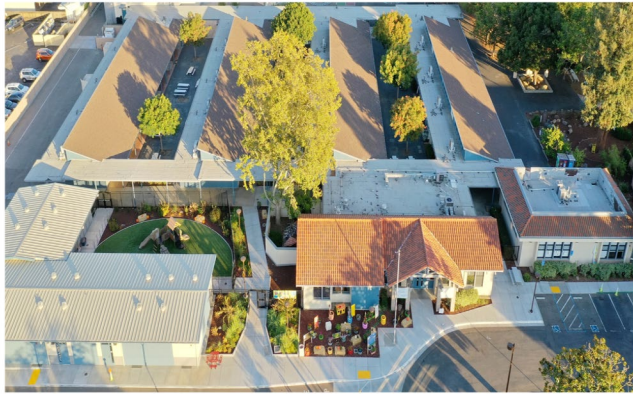
## 016 – Mistral Elementary School

### Project Profile and Status

Multiple projects included in Measure G were the modernization of existing classroom wings, and the construction of a new kindergarten wing and playground. Also, there was the construction of the Multi-Use Room and Library for combined use with Castro School. Additional projects were the playground improvements, and new furniture, fixtures and equipment.

**Total Project Costs \$14,309,752**

Architect:	Quattrocchi Kwok Architects (QKA)
Construction Start Date:	June 2017
Completion Date:	August 2018



# **Cumulative Measure G Program Overall Summary Report by Project**

**from Inception to  
September 15, 2020**



Project	Total Budget	Encumbered	Expenditures	Remaining Budget	Encumbered Balance
- 000-0000 - Undesignated - Districtwide -(Costs of Issuance)	\$348,000.00	\$348,000.00	(\$348,000.00)	\$0.00	\$0.00
<b>000 - Undesignated Subtotal:</b>	<b>\$348,000.00</b>	<b>\$348,000.00</b>	<b>(\$348,000.00)</b>	<b>\$0.00</b>	<b>\$0.00</b>
002-0000 - Bubb - Sitewide	\$17,360.00	\$17,360.00	(\$17,360.00)	\$0.00	\$0.00
002-0001 - Bubb - Phase 1 - Temp Housing & Program Management	\$10,079.37	\$10,079.37	(\$10,079.37)	\$0.00	\$0.00
002-0701 - Bubb - Construction Prog Management	\$697,392.37	\$697,392.37	(\$697,392.37)	\$0.00	\$0.00
002-0708 - Bubb - Classroom/Building - Modernization	\$9,739,960.50	\$9,731,117.50	(\$9,721,881.75)	\$8,843.00	\$9,235.75
002-0709 - Bubb - Site Improvements/Fields	\$122,431.50	\$122,431.50	(\$122,431.50)	\$0.00	\$0.00
002-0719 - Bubb - Temp Housing Construction Project	\$908,458.06	\$908,458.06	(\$908,458.06)	\$0.00	\$0.00
002-0721 - Bubb - MPR Modernization/Construction	\$6,068,977.94	\$6,068,977.94	(\$6,068,977.94)	\$0.00	\$0.00
002-0723 - Bubb - Furniture/Fixtures/Equipment	\$9,917.40	\$9,917.40	(\$9,917.40)	\$0.00	\$0.00
002-0728 - Bubb - Portable Refresh Project	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
002-0731 - Bubb - Fencing	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00
<b>002 - Bubb Subtotal:</b>	<b>\$17,578,577.14</b>	<b>\$17,569,734.14</b>	<b>(\$17,556,498.39)</b>	<b>\$8,843.00</b>	<b>\$13,235.75</b>
003-0001 - Castro - Phase 1-Temp Housing & Program Management	\$2,853.34	\$2,853.34	(\$2,853.34)	\$0.00	\$0.00
003-0002 - Castro - Phase 2-New Construction & Program Manage	\$1,890.00	\$1,890.00	(\$1,890.00)	\$0.00	\$0.00
003-0701 - Castro - Construction Program Management	\$1,951,341.41	\$1,951,341.41	(\$1,951,341.41)	\$0.00	\$0.00
003-0707 - Castro - Classroom/Building - New	\$27,630,937.23	\$27,630,937.23	(\$27,630,937.23)	\$0.00	\$0.00
003-0708 - Castro - Classroom/Building - Modernization	\$10,338.75	\$10,338.75	(\$10,338.75)	\$0.00	\$0.00
003-0709 - Castro - Site Improvements/Fields	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
003-0719 - Castro - Temp Housing Construction Project	\$1,363,649.71	\$1,363,649.71	(\$1,363,649.71)	\$0.00	\$0.00
003-0723 - Castro - Furniture/Fixtures/Equipment	\$17,793.55	\$17,793.55	(\$17,793.55)	\$0.00	\$0.00
003-0731 - Castro - Fencing	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00
<b>003 - Castro Subtotal:</b>	<b>\$30,982,803.99</b>	<b>\$30,982,803.99</b>	<b>(\$30,978,803.99)</b>	<b>\$0.00</b>	<b>\$4,000.00</b>
004-0000 - Huff - Sitewide	\$17,359.00	\$17,359.00	(\$17,359.00)	\$0.00	\$0.00
004-0001 - Huff - Phase 1 - Temp Housing & Program Management	\$24,069.37	\$24,069.37	(\$24,069.37)	\$0.00	\$0.00
004-0701 - Huff - Construction Prog Management	\$699,176.92	\$699,176.92	(\$699,176.92)	\$0.00	\$0.00
004-0708 - Huff - Classroom/Building - Modernization	\$9,461,491.41	\$9,461,491.41	(\$9,461,491.41)	\$0.00	\$0.00
004-0719 - Huff - Temp Housing Construction Project	\$750,107.69	\$750,107.69	(\$750,107.69)	\$0.00	\$0.00
004-0721 - Huff - MPR Mod/Construction	\$6,128,719.81	\$6,128,719.81	(\$6,128,719.81)	\$0.00	\$0.00
004-0723 - Huff - Furniture/Fixtures/Equipment	\$2,850.97	\$2,850.97	(\$2,850.97)	\$0.00	\$0.00
004-0728 - Huff - Portable Refresh Project	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
004-0731 - Huff - Fencing	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00
<b>004 - Huff Subtotal:</b>	<b>\$17,087,775.17</b>	<b>\$17,087,775.17</b>	<b>(\$17,083,775.17)</b>	<b>\$0.00</b>	<b>\$4,000.00</b>
005-0000 - Landels - Sitewide	\$17,359.00	\$17,359.00	(\$17,359.00)	\$0.00	\$0.00
005-0001 - Landels -Phase 1-Temp Housing & Program Management	\$11,329.38	\$11,329.38	(\$11,329.38)	\$0.00	\$0.00
005-0002 - Landels - Phase 2-New Construction & Program Manag	\$177.20	\$177.20	(\$177.20)	\$0.00	\$0.00
005-0701 - Landels - Construction Prog Management	\$694,380.92	\$694,380.92	(\$694,380.92)	\$0.00	\$0.00
005-0708 - Landels - Classroom/Building - Modernization	\$9,173,172.60	\$9,173,172.60	(\$9,173,172.60)	\$0.00	\$0.00

Project	Total Budget	Encumbered	Expenditures	Remaining Budget	Encumbered Balance
005-0709 - Landels - Site Improvements/Fields	\$703,598.32	\$650,297.32	(\$586,165.93)	\$53,301.00	\$64,131.39
005-0719 - Landels - Temp Housing Construction Project	\$939,652.06	\$939,652.06	(\$939,652.06)	\$0.00	\$0.00
005-0721 - Landels - MPR Mod/Construction	\$5,872,760.12	\$5,872,760.12	(\$5,872,760.12)	\$0.00	\$0.00
005-0723 - Landels - Furniture/Fixtures/Equipment	\$9,897.48	\$9,897.48	(\$9,897.48)	\$0.00	\$0.00
005-0728 - Landels - Portable Refresh Project	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
005-0731 - Landels - Fencing	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00
<b>005 - Landels Subtotal:</b>	<b>\$17,426,327.08</b>	<b>\$17,373,026.08</b>	<b>(\$17,304,894.69)</b>	<b>\$53,301.00</b>	<b>\$68,131.39</b>
006-0001 - Monta Loma -Phase 1-Temp Housing & Program Manage.	\$2,010.19	\$2,010.19	(\$2,010.19)	\$0.00	\$0.00
006-0002 - Monta Loma - Phase 2-New Constr. & Program Manage.	\$59,288.40	\$59,288.40	(\$59,288.40)	\$0.00	\$0.00
006-0701 - Monta Loma - Construction Prog Management	\$974,242.59	\$974,242.59	(\$974,242.59)	\$0.00	\$0.00
006-0708 - Monta Loma - Classroom/Building - Modernization	\$12,391,244.57	\$12,391,244.57	(\$12,391,244.57)	\$0.00	\$0.00
006-0719 - Monta Loma - Temp Housing Construction Project	\$37,483.21	\$37,483.21	(\$37,483.21)	\$0.00	\$0.00
006-0721 - Monta Loma - MPR Mod/Construction	\$5,256,215.28	\$5,256,215.28	(\$5,256,215.28)	\$0.00	\$0.00
006-0723 - Monta Loma - Furniture/Fixtures/Equipment	\$8,244.03	\$8,244.03	(\$8,244.03)	\$0.00	\$0.00
006-0728 - Monta Loma - Portable Refresh Project	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
006-0731 - Monta Loma - Fencing	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00
<b>006 - Monta Loma Subtotal:</b>	<b>\$18,732,728.27</b>	<b>\$18,732,728.27</b>	<b>(\$18,728,728.27)</b>	<b>\$0.00</b>	<b>\$4,000.00</b>
007-0701 - Vargas - Construction Prog Management	\$48,501.51	\$48,501.51	(\$48,501.51)	\$0.00	\$0.00
007-0707 - Vargas - Classroom/Building - New	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>007 - Vargas Subtotal:</b>	<b>\$48,501.51</b>	<b>\$48,501.51</b>	<b>(\$48,501.51)</b>	<b>\$0.00</b>	<b>\$0.00</b>
008-0000 - Theuerkauf - Sitewide	\$34,996.50	\$34,996.50	(\$34,996.50)	\$0.00	\$0.00
008-0001 - Theuerkauf -Phase 1-Temp Housing & Program Manage.	\$7,202.50	\$7,202.50	(\$7,202.50)	\$0.00	\$0.00
008-0701 - Theuerkauf - Construction Prog Management	\$589,275.02	\$589,275.02	(\$589,275.02)	\$0.00	\$0.00
008-0708 - Theuerkauf - Classroom/Building - Modernization	\$7,798,313.05	\$7,798,313.05	(\$7,798,313.05)	\$0.00	\$0.00
008-0719 - Theuerkauf - Temp Housing Construction Project	\$1,542.39	\$1,542.39	(\$1,542.39)	\$0.00	\$0.00
008-0721 - Theuerkauf - MPR Mod/Construction	\$3,801,106.14	\$3,801,106.14	(\$3,716,493.72)	\$0.00	\$84,612.42
008-0728 - Theuerkauf - Portable Refresh Project	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
008-0731 - Theuerkauf - Fencing	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00
<b>008 - Theuerkauf Subtotal:</b>	<b>\$12,236,435.60</b>	<b>\$12,236,435.60</b>	<b>(\$12,147,823.18)</b>	<b>\$0.00</b>	<b>\$88,612.42</b>
009-0000 - Districtwide - Districtwide	\$7,885.41	\$7,885.41	(\$7,885.41)	\$0.00	\$0.00
009-0700 - Districtwide - Capital Projects Services	\$910,767.23	\$910,767.23	(\$910,767.23)	\$0.00	\$0.00
009-0701 - Districtwide - Construction Prog Management	\$416,363.27	\$416,363.27	(\$416,363.27)	\$0.00	\$0.00
009-0708 - Districtwide - Classroom/Building - Modernization	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
009-0709 - Districtwide - Site Improvements/Fields	\$705,062.94	\$705,062.94	(\$676,529.59)	\$0.00	\$28,533.35
009-0719 - Districtwide - Temp Housing Construction Project	\$11,037.25	\$11,037.25	(\$11,037.25)	\$0.00	\$0.00
009-0723 - Districtwide - Furniture/Fixtures/Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
009-0726 - Districtwide - Deferred Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
009-0727 - Districtwide - Solar Program	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
009-0728 - Districtwide - Portable Refresh Project	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Project	Total Budget	Encumbered	Expenditures	Remaining Budget	Encumbered Balance
009-0729 - Districtwide - North Bayshore Development	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>009 - Districtwide Subtotal:</b>	<b>\$2,051,116.10</b>	<b>\$2,051,116.10</b>	<b>(\$2,022,582.75)</b>	<b>\$0.00</b>	<b>\$28,533.35</b>
011-0002 - Crittenden - Phase 2-New Constr. & Program Manage.	\$294,252.76	\$294,252.76	(\$294,252.76)	\$0.00	\$0.00
011-0003 - Crittenden - Phase 3 -Auditorium & Program Manage.	\$302,772.19	\$302,772.19	(\$302,772.19)	\$0.00	\$0.00
011-0570 - Crittenden - Technology and Data Infrastructure	\$320,085.31	\$320,085.31	(\$320,085.31)	\$0.00	\$0.00
011-0700 - Crittenden - Capital Projects Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
011-0701 - Crittenden - Construction Prog Management	\$9,811,506.16	\$9,811,506.16	(\$9,811,506.16)	\$0.00	\$0.00
011-0705 - Crittenden - Auditorium Construct/Maintenance	\$7,908,212.23	\$7,908,212.23	(\$7,908,212.23)	\$0.00	\$0.00
011-0707 - Crittenden - Classroom/Building - New	\$8,533,886.22	\$8,533,886.22	(\$8,533,886.22)	\$0.00	\$0.00
011-0708 - Crittenden - Classroom/Building - Modernization	\$3,445,154.04	\$3,445,154.04	(\$3,445,154.04)	\$0.00	\$0.00
011-0709 - Crittenden - Site Improvements/Fields	\$1,128,020.98	\$1,128,020.98	(\$1,128,020.98)	\$0.00	\$0.00
011-0718 - Crittenden - Restrooms	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
011-0721 - Crittenden - MPR Mod/Construction	\$40,863.09	\$40,863.09	(\$40,863.09)	\$0.00	\$0.00
011-0723 - Crittenden - Furniture/Fixtures/Equipment	\$323,823.97	\$323,823.97	(\$323,823.97)	\$0.00	\$0.00
011-0724 - Crittenden - Kitchen Mod/Construction	\$373,344.36	\$373,344.36	(\$373,344.36)	\$0.00	\$0.00
011-0726 - Crittenden - Deferred Maintenance	\$22,783.48	\$22,783.48	(\$22,783.48)	\$0.00	\$0.00
011-0728 - Crittenden - Portable Refresh Project	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
011-0731 - Crittenden - Fencing	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00
<b>011 - Crittenden Subtotal:</b>	<b>\$32,508,704.79</b>	<b>\$32,508,704.79</b>	<b>(\$32,504,704.79)</b>	<b>\$0.00</b>	<b>\$4,000.00</b>
013-0701 - Cooper - Construction Prog Management	\$1,568.75	\$1,568.75	(\$1,568.75)	\$0.00	\$0.00
013-0726 - Cooper - Deferred Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>013 - Cooper Subtotal:</b>	<b>\$1,568.75</b>	<b>\$1,568.75</b>	<b>(\$1,568.75)</b>	<b>\$0.00</b>	<b>\$0.00</b>
014-0002 - Graham - Phase 2-New Construction & Program Manage	\$3,107.90	\$3,107.90	(\$3,107.90)	\$0.00	\$0.00
014-0003 - Graham - Phase 3- Auditorium & Program Management	\$376,456.47	\$376,456.47	(\$376,456.47)	\$0.00	\$0.00
014-0570 - Graham - Technology and Data Infrastructure	\$394,017.81	\$394,017.81	(\$394,017.81)	\$0.00	\$0.00
014-0700 - Graham - Capital Projects Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
014-0701 - Graham - Construction Prog Management	\$4,012,875.18	\$4,012,875.18	(\$4,012,875.18)	\$0.00	\$0.00
014-0705 - Graham - Auditorium Construct/Maintenance	\$3,027,154.08	\$3,027,154.08	(\$3,027,154.08)	\$0.00	\$0.00
014-0707 - Graham - Classroom/Building - New	\$656,667.36	\$656,667.36	(\$656,667.36)	\$0.00	\$0.00
014-0708 - Graham - Classroom/Building - Modernization	\$8,916,766.43	\$8,916,766.43	(\$8,916,766.43)	\$0.00	\$0.00
014-0709 - Graham - Site Improvements/Fields	\$76,281.68	\$76,281.68	(\$76,281.68)	\$0.00	\$0.00
014-0711 - Graham - Security System - New Construction	\$115,934.62	\$115,934.62	(\$115,934.62)	\$0.00	\$0.00
014-0718 - Graham - Restrooms	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
014-0721 - Graham - MPR Modernization/Construction	\$10,838.56	\$10,838.56	(\$10,838.56)	\$0.00	\$0.00
014-0723 - Graham - Furniture/Fixtures/Equipment	\$376,013.97	\$376,013.97	(\$376,013.97)	\$0.00	\$0.00
014-0724 - Graham - Kitchen Mod/Construction	\$101,594.54	\$101,594.54	(\$101,594.54)	\$0.00	\$0.00
014-0726 - Graham - Deferred Maintenance	\$106,139.10	\$106,139.10	(\$106,139.10)	\$0.00	\$0.00
014-0728 - Graham - Portable Refresh Project	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Project	Total Budget	Encumbered	Expenditures	Remaining Budget	Encumbered Balance
014-0731 - Graham - Fencing	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00
014-1202 - Graham -Goal 1-B/Phase 2-New Constr & Program Mgmt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>014 - Graham Subtotal:</b>	<b>\$18,177,847.70</b>	<b>\$18,177,847.70</b>	<b>(\$18,173,847.70)</b>	<b>\$0.00</b>	<b>\$4,000.00</b>
015-0000 - Stevenson - Sitewide	\$31,331.50	\$31,331.50	(\$31,331.50)	\$0.00	\$0.00
015-0001 - Stevenson - Phase 1-Temp Housing & Program Manage.	\$7,202.50	\$7,202.50	(\$7,202.50)	\$0.00	\$0.00
015-0701 - Stevenson - Construction Program Management	\$594,731.35	\$594,731.35	(\$594,731.35)	\$0.00	\$0.00
015-0707 - Stevenson - Classroom/Building - New	\$19,490,852.49	\$18,940,852.49	(\$18,934,353.96)	\$550,000.00	\$6,498.53
015-0709 - Stevenson - Site Improvements/Fields	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
015-0719 - Stevenson - Temp Housing Construction Project	\$5,113,116.79	\$5,113,116.79	(\$5,110,616.88)	\$0.00	\$2,499.91
015-0721 - Stevenson - MPR Mod/Construction	\$58,431.00	\$58,431.00	(\$58,431.00)	\$0.00	\$0.00
015-0723 - Stevenson - Furniture/Fixtures/Equipment	\$19,962.28	\$19,962.28	(\$19,962.28)	\$0.00	\$0.00
015-0731 - Stevenson - Fencing	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00
015-0799 - Stevenson - Miscellaneous Close-out Project	\$46,980.74	\$46,980.74	(\$38,396.20)	\$0.00	\$8,584.54
<b>015 - Stevenson Subtotal:</b>	<b>\$25,366,608.65</b>	<b>\$24,816,608.65</b>	<b>(\$24,795,025.67)</b>	<b>\$550,000.00</b>	<b>\$21,582.98</b>
016-0001 - Mistral -Phase 1-Temp Housing & Program Management	\$1,881.35	\$1,881.35	(\$1,881.35)	\$0.00	\$0.00
016-0701 - Mistral - Construction Prog Management	\$1,362,295.81	\$1,362,295.81	(\$1,362,295.81)	\$0.00	\$0.00
016-0707 - Mistral - Classroom/Building - New	\$105.00	\$105.00	(\$105.00)	\$0.00	\$0.00
016-0708 - Mistral - Classroom/Building - Modernization	\$12,289,266.69	\$12,289,266.69	(\$12,289,266.69)	\$0.00	\$0.00
016-0709 - Mistral - Site Improvements/Fields	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
016-0719 - Mistral - Temp Housing Construction Proj	\$650,586.61	\$650,586.61	(\$650,586.61)	\$0.00	\$0.00
016-0723 - Mistral - Furniture/Fixtures/Equipment	\$1,616.74	\$1,616.74	(\$1,616.74)	\$0.00	\$0.00
016-0731 - Mistral - Fencing	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00
<b>016 - Mistral Subtotal:</b>	<b>\$14,309,752.20</b>	<b>\$14,309,752.20</b>	<b>(\$14,305,752.20)</b>	<b>\$0.00</b>	<b>\$4,000.00</b>
026-0701 - Preschool - Latham - Construction Prog Management	\$20,114.84	\$20,114.84	(\$20,114.84)	\$0.00	\$0.00
026-0708 - Preschool - Latham - Classroom/Building - Moderniz	\$71,696.50	\$71,696.50	(\$71,696.50)	\$0.00	\$0.00
026-0728 - Preschool - Latham - Portable Refresh Project	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>026 - Preschool - Latham Subtotal:</b>	<b>\$91,811.34</b>	<b>\$91,811.34</b>	<b>(\$91,811.34)</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Grand Total:</b>	<b>\$206,948,558.29</b>	<b>\$206,336,414.29</b>	<b>(\$206,092,318.40)</b>	<b>\$612,144.00</b>	<b>\$244,095.89</b>



# **Cumulative Measure G Encumbrance Summary by Project**

**from Inception to  
September 15, 2020**



## Project: 000-0000 - Undesignated - Districtwide

Vendor	Encumbrance	Expenditure	Balance	Description
M.V.W.S.D.	\$0.00	\$0.00	\$0.00	
U.S. Bank	\$348,000.00	(\$348,000.00)	\$0.00	
<b>Project Total:</b>	<b>\$348,000.00</b>	<b>(\$348,000.00)</b>	<b>\$0.00</b>	<b>000-0000 - Undesignated - Districtwide</b>

## Project: 002-0000 - Bubb - Sitewide

Vendor	Encumbrance	Expenditure	Balance	Description
Greystone West Comp	\$17,360.00	(\$17,360.00)	\$0.00	
<b>Project Total:</b>	<b>\$17,360.00</b>	<b>(\$17,360.00)</b>	<b>\$0.00</b>	<b>002-0000 - Bubb - Sitewide</b>

## Project: 002-0001 - Bubb - Phase 1 - Temp Housing & Program Management

Vendor	Encumbrance	Expenditure	Balance	Description
Cleary Consultants	\$5,300.00	(\$5,300.00)	\$0.00	
Hibser Yamauchi Architects	\$4,779.37	(\$4,779.37)	\$0.00	
<b>Project Total:</b>	<b>\$10,079.37</b>	<b>(\$10,079.37)</b>	<b>\$0.00</b>	<b>002-0001 - Bubb - Phase 1 - Temp Housing &amp; Program Management</b>

## Project: 002-0701 - Bubb - Construction Prog Management

Vendor	Encumbrance	Expenditure	Balance	Description
Barker Blue	\$712.48	(\$712.48)	\$0.00	
Cornerstone Title Company	\$2,000.00	(\$2,000.00)	\$0.00	
Foster Brothers Sec	\$20,800.69	(\$20,800.69)	\$0.00	
Greystone West Comp	\$561,289.22	(\$561,289.22)	\$0.00	
Hibser Yamauchi Architects	\$90,999.98	(\$90,999.98)	\$0.00	
Scellato, Jacqueline	\$5.00	(\$5.00)	\$0.00	
Underwood & Rosenblum	\$19,285.00	(\$19,285.00)	\$0.00	
Value Fire Protection	\$2,300.00	(\$2,300.00)	\$0.00	
<b>Project Total:</b>	<b>\$697,392.37</b>	<b>(\$697,392.37)</b>	<b>\$0.00</b>	<b>002-0701 - Bubb - Construction Prog Management</b>

## Project: 002-0708 - Bubb - Classroom/Building - Modernization

Vendor	Encumbrance	Expenditure	Balance	Description
Barker Blue	\$931.86	(\$931.86)	\$0.00	
Bay Alarm Company	\$1,748.00	(\$1,748.00)	\$0.00	
CDW Government	\$89,470.59	(\$89,470.59)	\$0.00	
Cleary Consultants	\$12,387.75	(\$6,273.50)	\$6,114.25	
Crown Worldwide Moving	\$25,700.00	(\$25,700.00)	\$0.00	
DFE & Associates Inc	\$122,359.67	(\$122,359.67)	\$0.00	
Division Of State Architects	\$76,300.00	(\$76,300.00)	\$0.00	
Greystone West Comp	\$6,841.16	(\$6,841.16)	\$0.00	
Haulaway Storage Co	\$6,591.88	(\$6,591.88)	\$0.00	
Hibser Yamauchi Architects	\$428,293.01	(\$428,293.01)	\$0.00	
Home Depot	\$2,799.09	(\$2,799.09)	\$0.00	
Living Classroom	\$283.20	(\$283.20)	\$0.00	
Max-Ability Inc	\$5,918.34	(\$5,918.34)	\$0.00	
Metropolitan Van & Storage	\$1,800.00	(\$1,800.00)	\$0.00	
Mont-Rose Moving Systems	\$550.00	(\$550.00)	\$0.00	
Norbay Consulting	\$3,999.63	(\$3,999.63)	\$0.00	
Peninsulators Inc	\$10,844.99	(\$10,844.99)	\$0.00	
Rodan Builders Inc	\$8,843,492.53	(\$8,843,492.53)	\$0.00	
Ross Mcdonald	\$32,790.96	(\$32,790.96)	\$0.00	
Roto Rooter Sewer Service	\$6,936.00	(\$6,936.00)	\$0.00	
Testing Engineers	\$19,528.84	(\$16,407.34)	\$3,121.50	
Tri Valley Excavating	\$31,550.00	(\$31,550.00)	\$0.00	
<b>Project Total:</b>	<b>\$9,731,117.50</b>	<b>(\$9,721,881.75)</b>	<b>\$9,235.75</b>	<b>002-0708 - Bubb - Classroom/Building - Modernization</b>

## Project: 002-0709 - Bubb - Site Improvements/Fields

Vendor	Encumbrance	Expenditure	Balance	Description
Artik Art & Architects	\$650.00	(\$650.00)	\$0.00	
Cleary Consultants	\$955.00	(\$955.00)	\$0.00	
HP Inspections Inc	\$8,452.50	(\$8,452.50)	\$0.00	
Keith Brown Inspections	\$2,150.00	(\$2,150.00)	\$0.00	
Scellato, Jacqueline	\$0.00	\$0.00	\$0.00	
Subdynamic Locating Service	\$444.00	(\$444.00)	\$0.00	
USA Shade & Frabric Structures	\$109,780.00	(\$109,780.00)	\$0.00	
<b>Project Total:</b>	<b>\$122,431.50</b>	<b>(\$122,431.50)</b>	<b>\$0.00</b>	<b>002-0709 - Bubb - Site Improvements/Fields</b>

## Project: 002-0719 - Bubb - Temp Housing Construction Project

Vendor	Encumbrance	Expenditure	Balance	Description
Arne Sign & Decal	\$463.26	(\$463.26)	\$0.00	
Barker Blue	\$470.44	(\$470.44)	\$0.00	
CDW Government	\$36,633.89	(\$36,633.89)	\$0.00	
City Of Mountain View	\$1,134.30	(\$1,134.30)	\$0.00	
Creative Window Interiors	\$1,890.00	(\$1,890.00)	\$0.00	
DFE & Associates Inc	\$4,000.00	(\$4,000.00)	\$0.00	
Department of General Services	\$8,017.89	(\$8,017.89)	\$0.00	
Foster Brothers Sec	\$558.81	(\$558.81)	\$0.00	
Greystone West Comp	\$7.08	(\$7.08)	\$0.00	
Mobile Modular Mgmt	\$282,812.00	(\$282,812.00)	\$0.00	
Mont-Rose Moving Systems	\$7,239.39	(\$7,239.39)	\$0.00	
Rodan Builders Inc	\$565,231.00	(\$565,231.00)	\$0.00	
<b>Project Total:</b>	<b>\$908,458.06</b>	<b>(\$908,458.06)</b>	<b>\$0.00</b>	<b>002-0719 - Bubb - Temp Housing Construction Project</b>

## Project: 002-0721 - Bubb - MPR Modernization/Construction

Vendor	Encumbrance	Expenditure	Balance	Description
Allied Storage Container	\$1,449.70	(\$1,449.70)	\$0.00	
Barker Blue	\$2,474.15	(\$2,474.15)	\$0.00	
Bay Alarm Company	\$4,775.00	(\$4,775.00)	\$0.00	
California Geological Survey	\$3,600.00	(\$3,600.00)	\$0.00	
Cleary Consultants	\$25,380.25	(\$25,380.25)	\$0.00	
DFE & Associates Inc	\$79,000.00	(\$79,000.00)	\$0.00	
Department of General Services	\$11,635.42	(\$11,635.42)	\$0.00	
Division Of State Architects	\$47,250.00	(\$47,250.00)	\$0.00	
Grassetti Environme	\$1,192.22	(\$1,192.22)	\$0.00	
Greystone West Comp	\$22.56	(\$22.56)	\$0.00	
Hibser Yamauchi Architects	\$415,671.59	(\$415,671.59)	\$0.00	
Mont-Rose Moving Systems	\$4,867.74	(\$4,867.74)	\$0.00	
Mountain View Voice (E.M.)	\$390.00	(\$390.00)	\$0.00	
Norbay Consulting	\$1,385.37	(\$1,385.37)	\$0.00	
Rodan Builders Inc	\$5,452,297.93	(\$5,452,297.93)	\$0.00	
Santa Clara County	\$50.00	(\$50.00)	\$0.00	
Sonitrol Security	\$4,005.00	(\$4,005.00)	\$0.00	
Testing Engineers	\$13,531.01	(\$13,531.01)	\$0.00	
<b>Project Total:</b>	<b>\$6,068,977.94</b>	<b>(\$6,068,977.94)</b>	<b>\$0.00</b>	<b>002-0721 - Bubb - MPR Modernization/Construction</b>

## Project: 002-0723 - Bubb - Furniture/Fixtures/Equipment

Vendor	Encumbrance	Expenditure	Balance	Description
Amazon/Gecrb	\$5,087.61	(\$5,087.61)	\$0.00	
BT Express Liquidation	\$1,905.32	(\$1,905.32)	\$0.00	
Lakeshore Learning Material	\$767.51	(\$767.51)	\$0.00	
Nguyen, Cyndee	\$275.00	(\$275.00)	\$0.00	
Worthington Direct	\$1,881.96	(\$1,881.96)	\$0.00	
<b>Project Total:</b>	<b>\$9,917.40</b>	<b>(\$9,917.40)</b>	<b>\$0.00</b>	<b>002-0723 - Bubb - Furniture/Fixtures/Equipment</b>

## Project: 002-0728 - Bubb - Portable Refresh Project

Vendor	Encumbrance	Expenditure	Balance	Description
Division Of State Architects	\$0.00	\$0.00	\$0.00	
<b>Project Total:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>002-0728 - Bubb - Portable Refresh Project</b>

## Project: 002-0731 - Bubb - Fencing

Vendor	Encumbrance	Expenditure	Balance	Description
Greystone West Comp	\$2,000.00	\$0.00	\$2,000.00	
Hibser Yamauchi Architects	\$2,000.00	\$0.00	\$2,000.00	
<b>Project Total:</b>	<b>\$4,000.00</b>	<b>\$0.00</b>	<b>\$4,000.00</b>	<b>002-0731 - Bubb - Fencing</b>

## Project: 003-0001 - Castro - Phase 1-Temp Housing & Program Management

Vendor	Encumbrance	Expenditure	Balance	Description
Allied Storage Container	\$200.41	(\$200.41)	\$0.00	
Barker Blue	\$484.42	(\$484.42)	\$0.00	
Greystone West Comp	\$515.69	(\$515.69)	\$0.00	
Mobile Modular Mgmt	\$972.00	(\$972.00)	\$0.00	
Quattrocchi Kwok Architects	\$680.82	(\$680.82)	\$0.00	
<b>Project Total:</b>	<b>\$2,853.34</b>	<b>(\$2,853.34)</b>	<b>\$0.00</b>	<b>003-0001 - Castro - Phase 1-Temp Housing &amp; Program Management</b>

## Project: 003-0002 - Castro - Phase 2-New Construction & Program Manage

Vendor	Encumbrance	Expenditure	Balance	Description
Quattrocchi Kwok Architects	\$1,890.00	(\$1,890.00)	\$0.00	
<b>Project Total:</b>	<b>\$1,890.00</b>	<b>(\$1,890.00)</b>	<b>\$0.00</b>	<b>003-0002 - Castro - Phase 2-New Construction &amp; Program Manage</b>

Project: 003-0701 - Castro - Construction Program Management				
Vendor	Encumbrance	Expenditure	Balance	Description
All Reasons Moving	\$1,350.00	(\$1,350.00)	\$0.00	
American Reprographics Co Llc	\$267.88	(\$267.88)	\$0.00	
Barker Blue	\$3,475.85	(\$3,475.85)	\$0.00	
CDE	\$0.00	\$0.00	\$0.00	
California Geological Survey	\$3,600.00	(\$3,600.00)	\$0.00	
Cleary Consultants	\$25,300.00	(\$25,300.00)	\$0.00	
Cornerstone Title Company	\$1,700.00	(\$1,700.00)	\$0.00	
Coulter Construction	\$686.00	(\$686.00)	\$0.00	
Cupertino Electric	\$103,297.00	(\$103,297.00)	\$0.00	
DFE & Associates Inc	\$1,500.00	(\$1,500.00)	\$0.00	
Dannis Woliver & Kelley	\$165.75	(\$165.75)	\$0.00	
Davis Sign Company Inc.	\$81.94	(\$81.94)	\$0.00	
Division Of State Architects	\$118,615.89	(\$118,615.89)	\$0.00	
Greystone West Comp	\$713,855.55	(\$713,855.55)	\$0.00	
Guerra Construction	\$14,881.00	(\$14,881.00)	\$0.00	
Michael Ford Land Surveying	\$22,600.00	(\$22,600.00)	\$0.00	
Mobile Modular Mgmt	\$22,316.00	(\$22,316.00)	\$0.00	
Mountain View Door	\$25.00	(\$25.00)	\$0.00	
Mountain View Voice (E.M.)	\$1,005.33	(\$1,005.33)	\$0.00	
Norbay Consulting	\$5,925.00	(\$5,925.00)	\$0.00	
Pacific Gas And Electric	\$1,250.00	(\$1,250.00)	\$0.00	
Quattrocchi Kwok Architects	\$908,245.72	(\$908,245.72)	\$0.00	
Rodriguez, Guiuliana	\$107.00	(\$107.00)	\$0.00	
Santa Clara County	\$1,090.50	(\$1,090.50)	\$0.00	
<b>Project Total:</b>	<b>\$1,951,341.41</b>	<b>(\$1,951,341.41)</b>	<b>\$0.00</b>	<b>003-0701 - Castro - Construction Program Management</b>

Project: 003-0707 - Castro - Classroom/Building - New				
Vendor	Encumbrance	Expenditure	Balance	Description
American Modular	\$0.00	\$0.00	\$0.00	
BHM Construction Inc	\$25,854,550.99	(\$25,854,550.99)	\$0.00	
Barker Blue	\$2,345.24	(\$2,345.24)	\$0.00	
Budget Enterprises	\$6,288.00	(\$6,288.00)	\$0.00	
CDE	\$3,739.23	(\$3,739.23)	\$0.00	
CDW Government	\$87,496.34	(\$87,496.34)	\$0.00	
California Dept Of	\$14,964.19	(\$14,964.19)	\$0.00	
City Of Mountain View	\$530.02	(\$530.02)	\$0.00	
Cleary Consultants	\$59,173.00	(\$59,173.00)	\$0.00	
Consolidated Networks	\$9,133.00	(\$9,133.00)	\$0.00	
DfE & Associates Inc	\$273,000.00	(\$273,000.00)	\$0.00	
Department of General Services	\$35,476.62	(\$35,476.62)	\$0.00	
Dryco Construction	\$31,575.00	(\$31,575.00)	\$0.00	
Fedex Freight	\$129.00	(\$129.00)	\$0.00	
Foster Brothers Sec	\$16,810.99	(\$16,810.99)	\$0.00	
Greystone West Comp	\$6,258.68	(\$6,258.68)	\$0.00	
Living Classroom	\$667.13	(\$667.13)	\$0.00	
MK Pipelines Inc.	\$23,730.00	(\$23,730.00)	\$0.00	
Mont-Rose Moving Systems	\$12,854.63	(\$12,854.63)	\$0.00	
Mountain View Voice (E.M.)	\$1,824.00	(\$1,824.00)	\$0.00	
Nelson Adams NACO	\$12,753.00	(\$12,753.00)	\$0.00	
North American Technical Service	\$0.00	\$0.00	\$0.00	
PG&E CFM/PPC Dept	\$7,142.94	(\$7,142.94)	\$0.00	
Pacific Gas And Electric	\$2,500.00	(\$2,500.00)	\$0.00	
Peninsulators Inc	\$1,808.00	(\$1,808.00)	\$0.00	
Quattrocchi Kwok Architects	\$848,295.22	(\$848,295.22)	\$0.00	
Ross Mcdonald	\$45,543.00	(\$45,543.00)	\$0.00	
SWRCB	\$622.00	(\$622.00)	\$0.00	
Sonitrol Security	\$36,734.00	(\$36,734.00)	\$0.00	
Sound And Signal Inc	\$1,125.00	(\$1,125.00)	\$0.00	
Testing Engineers	\$193,610.90	(\$193,610.90)	\$0.00	
Tri Valley Excavating	\$32,450.00	(\$32,450.00)	\$0.00	
Waters Moving & Storage	\$6,336.00	(\$6,336.00)	\$0.00	
Window Graphics Sign	\$1,471.11	(\$1,471.11)	\$0.00	
<b>Project Total:</b>	<b>\$27,630,937.23</b>	<b>(\$27,630,937.23)</b>	<b>\$0.00</b>	<b>003-0707 - Castro - Classroom/Building - New</b>

## Project: 003-0708 - Castro - Classroom/Building - Modernization

Vendor	Encumbrance	Expenditure	Balance	Description
Coulter Construction	\$10,338.75	(\$10,338.75)	\$0.00	
<b>Project Total:</b>	<b>\$10,338.75</b>	<b>(\$10,338.75)</b>	<b>\$0.00</b>	<b>003-0708 - Castro - Classroom/Building - Modernization</b>

## Project: 003-0709 - Castro - Site Improvements/Fields

Vendor	Encumbrance	Expenditure	Balance	Description
Cleary Consultants	\$0.00	\$0.00	\$0.00	
DFE & Associates Inc	\$0.00	\$0.00	\$0.00	
Dreiling Terrones Architecture	\$0.00	\$0.00	\$0.00	
Edgin, Wayne E.	\$900.00	(\$900.00)	\$0.00	
Greystone West Comp	\$0.00	\$0.00	\$0.00	
Landscape Structures Inc	\$0.00	\$0.00	\$0.00	
Terramark General Eng.	\$0.00	\$0.00	\$0.00	
Testing Engineers	\$0.00	\$0.00	\$0.00	
Underwood & Rosenblum	(\$900.00)	\$900.00	\$0.00	
<b>Project Total:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>003-0709 - Castro - Site Improvements/Fields</b>



## Project: 003-0719 - Castro - Temp Housing Construction Project

Vendor	Encumbrance	Expenditure	Balance	Description
Allied Storage Container	\$893.36	(\$893.36)	\$0.00	
Aram Electric Inc	\$377,332.00	(\$377,332.00)	\$0.00	
Arne Sign & Decal	\$463.25	(\$463.25)	\$0.00	
Barker Blue	\$1,387.51	(\$1,387.51)	\$0.00	
BestEST Landscape Design	\$575.42	(\$575.42)	\$0.00	
Cleary Consultants	\$6,115.75	(\$6,115.75)	\$0.00	
Construction Survey	\$660.00	(\$660.00)	\$0.00	
Coulter Construction	\$1,404.68	(\$1,404.68)	\$0.00	
Creative Window Interiors	\$2,026.50	(\$2,026.50)	\$0.00	
Cupertino Electric	\$8,041.61	(\$8,041.61)	\$0.00	
DFE & Associates Inc	\$17,750.00	(\$17,750.00)	\$0.00	
Division Of State Architects	\$2,040.00	(\$2,040.00)	\$0.00	
Dryco Construction	\$268,919.00	(\$268,919.00)	\$0.00	
Grainger	\$512.43	(\$512.43)	\$0.00	
Greystone West Comp	\$36.04	(\$36.04)	\$0.00	
Mobile Modular Mgmt	\$637,698.31	(\$637,698.31)	\$0.00	
Mont-Rose Moving Systems	\$9,233.12	(\$9,233.12)	\$0.00	
Mountain View Door	\$9.13	(\$9.13)	\$0.00	
Mountain View Voice (E.M.)	\$2,736.00	(\$2,736.00)	\$0.00	
Norbay Consulting	\$390.00	(\$390.00)	\$0.00	
Opening Technologies	\$2,906.17	(\$2,906.17)	\$0.00	
PG&E CFM/PPC Dept	\$61,754.55	(\$61,754.55)	\$0.00	
Quattrocchi Kwok Architects	(\$39,360.12)	\$39,360.12	\$0.00	
Sonitrol Security	\$125.00	(\$125.00)	\$0.00	
<b>Project Total:</b>	<b>\$1,363,649.71</b>	<b>(\$1,363,649.71)</b>	<b>\$0.00</b>	<b>003-0719 - Castro - Temp Housing Construction Project</b>

## Project: 003-0723 - Castro - Furniture/Fixtures/Equipment

Vendor	Encumbrance	Expenditure	Balance	Description
Acco Brands Usa LLC	\$1,550.37	(\$1,550.37)	\$0.00	
Office Depot	\$14,159.56	(\$14,159.56)	\$0.00	
Southwest School	\$2,083.62	(\$2,083.62)	\$0.00	
<b>Project Total:</b>	<b>\$17,793.55</b>	<b>(\$17,793.55)</b>	<b>\$0.00</b>	<b>003-0723 - Castro - Furniture/Fixtures/Equipment</b>

## Project: 003-0731 - Castro - Fencing

Vendor	Encumbrance	Expenditure	Balance	Description
Greystone West Comp	\$2,000.00	\$0.00	\$2,000.00	
Hibser Yamauchi Architects	\$2,000.00	\$0.00	\$2,000.00	
<b>Project Total:</b>	<b>\$4,000.00</b>	<b>\$0.00</b>	<b>\$4,000.00</b>	<b>003-0731 - Castro - Fencing</b>

## Project: 004-0000 - Huff - Sitewide

Vendor	Encumbrance	Expenditure	Balance	Description
Greystone West Comp	\$17,359.00	(\$17,359.00)	\$0.00	
<b>Project Total:</b>	<b>\$17,359.00</b>	<b>(\$17,359.00)</b>	<b>\$0.00</b>	<b>004-0000 - Huff - Sitewide</b>

## Project: 004-0001 - Huff - Phase 1 - Temp Housing & Program Management

Vendor	Encumbrance	Expenditure	Balance	Description
Cleary Consultants	\$5,300.00	(\$5,300.00)	\$0.00	
Hibser Yamauchi Architects	\$4,779.37	(\$4,779.37)	\$0.00	
MK Pipelines Inc.	\$13,990.00	(\$13,990.00)	\$0.00	
<b>Project Total:</b>	<b>\$24,069.37</b>	<b>(\$24,069.37)</b>	<b>\$0.00</b>	<b>004-0001 - Huff - Phase 1 - Temp Housing &amp; Program Management</b>

## Project: 004-0701 - Huff - Construction Prog Management

Vendor	Encumbrance	Expenditure	Balance	Description
Barker Blue	\$651.98	(\$651.98)	\$0.00	
Cornerstone Title Company	\$2,000.00	(\$2,000.00)	\$0.00	
Foster Brothers Sec	\$21,699.72	(\$21,699.72)	\$0.00	
Greystone West Comp	\$561,290.22	(\$561,290.22)	\$0.00	
Hibser Yamauchi Architects	\$91,000.00	(\$91,000.00)	\$0.00	
Underwood & Rosenblum	\$20,235.00	(\$20,235.00)	\$0.00	
Value Fire Protection	\$2,300.00	(\$2,300.00)	\$0.00	
<b>Project Total:</b>	<b>\$699,176.92</b>	<b>(\$699,176.92)</b>	<b>\$0.00</b>	<b>004-0701 - Huff - Construction Prog Management</b>

## Project: 004-0708 - Huff - Classroom/Building - Modernization

Vendor	Encumbrance	Expenditure	Balance	Description
Barker Blue	\$931.86	(\$931.86)	\$0.00	
Bay Alarm Company	\$1,680.00	(\$1,680.00)	\$0.00	
CDW Government	\$89,470.59	(\$89,470.59)	\$0.00	
California Water Service	\$32,283.71	(\$32,283.71)	\$0.00	
Cleary Consultants	\$6,467.50	(\$6,467.50)	\$0.00	
DFE & Associates Inc	\$123,379.67	(\$123,379.67)	\$0.00	
Department of General Services	\$3,332.50	(\$3,332.50)	\$0.00	
Division Of State Architects	\$76,300.00	(\$76,300.00)	\$0.00	
Endeavour Inc	\$5,356.40	(\$5,356.40)	\$0.00	
Greystone West Comp	\$8,678.63	(\$8,678.63)	\$0.00	
Hibser Yamauchi Architects	\$428,293.01	(\$428,293.01)	\$0.00	
Home Depot	\$2,799.09	(\$2,799.09)	\$0.00	
Living Classroom	\$280.24	(\$280.24)	\$0.00	
MK Pipelines Inc.	\$44,692.00	(\$44,692.00)	\$0.00	
Max-Ability Inc	\$5,918.34	(\$5,918.34)	\$0.00	
Mont-Rose Moving Systems	\$550.00	(\$550.00)	\$0.00	
Norbay Consulting	\$5,582.40	(\$5,582.40)	\$0.00	
Peninsulators Inc	\$19,527.00	(\$19,527.00)	\$0.00	
Rodan Builders Inc	\$8,448,718.87	(\$8,448,718.87)	\$0.00	
Ross Mcdonald	\$32,790.96	(\$32,790.96)	\$0.00	
Roto Rooter Sewer Service	\$4,624.00	(\$4,624.00)	\$0.00	
Testing Engineers	\$15,466.14	(\$15,466.14)	\$0.00	
Tri Valley Excavating	\$81,452.00	(\$81,452.00)	\$0.00	
Waters Moving & Storage	\$22,916.50	(\$22,916.50)	\$0.00	
<b>Project Total:</b>	<b>\$9,461,491.41</b>	<b>(\$9,461,491.41)</b>	<b>\$0.00</b>	<b>004-0708 - Huff - Classroom/Building - Modernization</b>

## Project: 004-0719 - Huff - Temp Housing Construction Project

Vendor	Encumbrance	Expenditure	Balance	Description
Arne Sign & Decal	\$324.28	(\$324.28)	\$0.00	
Barker Blue	\$697.29	(\$697.29)	\$0.00	
CDW Government	\$24,422.60	(\$24,422.60)	\$0.00	
City Of Mountain View	\$1,134.30	(\$1,134.30)	\$0.00	
Creative Window Interiors	\$1,260.00	(\$1,260.00)	\$0.00	
DFE & Associates Inc	\$4,000.00	(\$4,000.00)	\$0.00	
Department of General Services	\$7,469.79	(\$7,469.79)	\$0.00	
Foster Brothers Sec	\$558.81	(\$558.81)	\$0.00	
Greystone West Comp	\$7.08	(\$7.08)	\$0.00	
Mobile Modular Mgmt	\$191,505.52	(\$191,505.52)	\$0.00	
Mont-Rose Moving Systems	\$3,955.02	(\$3,955.02)	\$0.00	
Norbay Consulting	\$1,990.00	(\$1,990.00)	\$0.00	
Rodan Builders Inc	\$512,783.00	(\$512,783.00)	\$0.00	
<b>Project Total:</b>	<b>\$750,107.69</b>	<b>(\$750,107.69)</b>	<b>\$0.00</b>	<b>004-0719 - Huff - Temp Housing Construction Project</b>

## Project: 004-0721 - Huff - MPR Mod/Construction

Vendor	Encumbrance	Expenditure	Balance	Description
Barker Blue	\$2,345.19	(\$2,345.19)	\$0.00	
Bay Alarm Company	\$4,200.00	(\$4,200.00)	\$0.00	
California Geological Survey	\$3,600.00	(\$3,600.00)	\$0.00	
California Water Service	\$354,488.00	(\$354,488.00)	\$0.00	
Cleary Consultants	\$25,327.25	(\$25,327.25)	\$0.00	
DFE & Associates Inc	\$79,000.00	(\$79,000.00)	\$0.00	
Department of General Services	\$11,627.42	(\$11,627.42)	\$0.00	
Division Of State Architects	\$47,250.00	(\$47,250.00)	\$0.00	
Grassetti Environme	\$1,192.22	(\$1,192.22)	\$0.00	
Greystone West Comp	\$22.56	(\$22.56)	\$0.00	
Hibser Yamauchi Architects	\$415,671.57	(\$415,671.57)	\$0.00	
Mont-Rose Moving Systems	\$2,710.79	(\$2,710.79)	\$0.00	
Mountain View Voice (E.M.)	\$390.00	(\$390.00)	\$0.00	
Norbay Consulting	\$1,096.60	(\$1,096.60)	\$0.00	
Rodan Builders Inc	\$5,160,768.43	(\$5,160,768.43)	\$0.00	
Santa Clara County	\$50.00	(\$50.00)	\$0.00	
Sonitrol Security	\$4,005.00	(\$4,005.00)	\$0.00	
Testing Engineers	\$14,974.78	(\$14,974.78)	\$0.00	
<b>Project Total:</b>	<b>\$6,128,719.81</b>	<b>(\$6,128,719.81)</b>	<b>\$0.00</b>	<b>004-0721 - Huff - MPR Mod/Construction</b>

## Project: 004-0723 - Huff - Furniture/Fixtures/Equipment

Vendor	Encumbrance	Expenditure	Balance	Description
Cole Supply Company Inc	\$1,075.07	(\$1,075.07)	\$0.00	
Wayfair LLC	\$1,775.90	(\$1,775.90)	\$0.00	
<b>Project Total:</b>	<b>\$2,850.97</b>	<b>(\$2,850.97)</b>	<b>\$0.00</b>	<b>004-0723 - Huff - Furniture/Fixtures/Equipment</b>

## Project: 004-0728 - Huff - Portable Refresh Project

Vendor	Encumbrance	Expenditure	Balance	Description
Division Of State Architects	\$0.00	\$0.00	\$0.00	
<b>Project Total:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>004-0728 - Huff - Portable Refresh Project</b>

## Project: 004-0731 - Huff - Fencing

Vendor	Encumbrance	Expenditure	Balance	Description
Greystone West Comp	\$2,000.00	\$0.00	\$2,000.00	
Hibser Yamauchi Architects	\$2,000.00	\$0.00	\$2,000.00	
<b>Project Total:</b>	<b>\$4,000.00</b>	<b>\$0.00</b>	<b>\$4,000.00</b>	<b>004-0731 - Huff - Fencing</b>

## Project: 005-0000 - Landels - Sitewide

Vendor	Encumbrance	Expenditure	Balance	Description
Greystone West Comp	\$17,359.00	(\$17,359.00)	\$0.00	
<b>Project Total:</b>	<b>\$17,359.00</b>	<b>(\$17,359.00)</b>	<b>\$0.00</b>	<b>005-0000 - Landels - Sitewide</b>

## Project: 005-0001 - Landels -Phase 1-Temp Housing & Program Management

Vendor	Encumbrance	Expenditure	Balance	Description
Cleary Consultants	\$6,550.00	(\$6,550.00)	\$0.00	
Hibser Yamauchi Architects	\$4,779.38	(\$4,779.38)	\$0.00	
<b>Project Total:</b>	<b>\$11,329.38</b>	<b>(\$11,329.38)</b>	<b>\$0.00</b>	<b>005-0001 - Landels -Phase 1-Temp Housing &amp; Program Management</b>

## Project: 005-0002 - Landels - Phase 2-New Construction & Program Manag

Vendor	Encumbrance	Expenditure	Balance	Description
Greystone West Comp	\$177.20	(\$177.20)	\$0.00	
<b>Project Total:</b>	<b>\$177.20</b>	<b>(\$177.20)</b>	<b>\$0.00</b>	<b>005-0002 - Landels - Phase 2-New Construction &amp; Program Manag</b>

## Project: 005-0701 - Landels - Construction Prog Management

Vendor	Encumbrance	Expenditure	Balance	Description
Barker Blue	\$723.48	(\$723.48)	\$0.00	
Cornerstone Title Company	\$2,000.00	(\$2,000.00)	\$0.00	
Foster Brothers Sec	\$16,262.20	(\$16,262.20)	\$0.00	
Greystone West Comp	\$561,290.22	(\$561,290.22)	\$0.00	
Hibser Yamauchi Architects	\$91,000.02	(\$91,000.02)	\$0.00	
Underwood & Rosenblum	\$20,805.00	(\$20,805.00)	\$0.00	
Value Fire Protection	\$2,300.00	(\$2,300.00)	\$0.00	
<b>Project Total:</b>	<b>\$694,380.92</b>	<b>(\$694,380.92)</b>	<b>\$0.00</b>	<b>005-0701 - Landels - Construction Prog Management</b>

Project: 005-0708 - Landels - Classroom/Building - Modernization				
Vendor	Encumbrance	Expenditure	Balance	Description
Barker Blue	\$931.86	(\$931.86)	\$0.00	
Bay Alarm Company	\$1,680.00	(\$1,680.00)	\$0.00	
CDW Government	\$78,693.49	(\$78,693.49)	\$0.00	
CYS Structural Engineers	\$0.00	\$0.00	\$0.00	
Cleary Consultants	\$6,900.05	(\$6,900.05)	\$0.00	
DFE & Associates Inc	\$122,360.66	(\$122,360.66)	\$0.00	
Department of General Services	\$3,601.25	(\$3,601.25)	\$0.00	
Division Of State Architects	\$76,800.00	(\$76,800.00)	\$0.00	
Dryco Construction	\$3,920.00	(\$3,920.00)	\$0.00	
Greystone West Comp	\$14,077.13	(\$14,077.13)	\$0.00	
Haulaway Storage Co	\$6,304.18	(\$6,304.18)	\$0.00	
Hibser Yamauchi Architects	\$428,292.99	(\$428,292.99)	\$0.00	
Home Depot	\$2,799.09	(\$2,799.09)	\$0.00	
Living Classroom	\$470.82	(\$470.82)	\$0.00	
Max-Ability Inc	\$5,918.33	(\$5,918.33)	\$0.00	
Mcgrath Rentcorp	\$5,600.00	(\$5,600.00)	\$0.00	
Mont-Rose Moving Systems	\$20,791.94	(\$20,791.94)	\$0.00	
Norbay Consulting	\$4,746.00	(\$4,746.00)	\$0.00	
Peninsulators Inc	\$19,407.01	(\$19,407.01)	\$0.00	
Rodan Builders Inc	\$8,209,053.66	(\$8,209,053.66)	\$0.00	
Ross Mcdonald	\$32,790.96	(\$32,790.96)	\$0.00	
Roto Rooter Sewer Service	\$5,491.00	(\$5,491.00)	\$0.00	
Southpaw Enterprises	\$608.79	(\$608.79)	\$0.00	
Testing Engineers	\$12,588.89	(\$12,588.89)	\$0.00	
Tri Valley Excavating	\$108,278.00	(\$108,278.00)	\$0.00	
Waters Moving & Storage	\$1,066.50	(\$1,066.50)	\$0.00	
<b>Project Total:</b>	<b>\$9,173,172.60</b>	<b>(\$9,173,172.60)</b>	<b>\$0.00</b>	<b>005-0708 - Landels - Classroom/Building - Modernization</b>

## Project: 005-0709 - Landels - Site Improvements/Fields

Vendor	Encumbrance	Expenditure	Balance	Description
Clery Consultants	\$8,000.00	(\$3,648.75)	\$4,351.25	
DFE & Associates Inc	\$16,000.00	(\$16,000.00)	\$0.00	
Division Of State Architects	\$2,425.00	(\$2,425.00)	\$0.00	
Dreiling Terrones Architecture	\$69,975.06	(\$47,866.49)	\$22,108.57	
Grassetti Environme	\$960.00	(\$960.00)	\$0.00	
Greystone West Comp	\$25,236.26	(\$19,981.57)	\$5,254.69	
Terramark General Eng.	\$521,352.00	(\$495,284.12)	\$26,067.88	
Testing Engineers	\$6,349.00	\$0.00	\$6,349.00	
<b>Project Total:</b>	<b>\$650,297.32</b>	<b>(\$586,165.93)</b>	<b>\$64,131.39</b>	<b>005-0709 - Landels - Site Improvements/Fields</b>

## Project: 005-0719 - Landels - Temp Housing Construction Project

Vendor	Encumbrance	Expenditure	Balance	Description
Arne Sign & Decal	\$509.57	(\$509.57)	\$0.00	
Barker Blue	\$697.29	(\$697.29)	\$0.00	
CDW Government	\$36,633.89	(\$36,633.89)	\$0.00	
City Of Mountain View	\$1,134.30	(\$1,134.30)	\$0.00	
Creative Window Interiors	\$2,100.00	(\$2,100.00)	\$0.00	
DFE & Associates Inc	\$4,000.00	(\$4,000.00)	\$0.00	
Department of General Services	\$8,360.13	(\$8,360.13)	\$0.00	
Foster Brothers Sec	\$558.81	(\$558.81)	\$0.00	
Greystone West Comp	\$7.07	(\$7.07)	\$0.00	
Mobile Modular Mgmt	\$319,134.00	(\$319,134.00)	\$0.00	
Mont-Rose Moving Systems	\$6,587.00	(\$6,587.00)	\$0.00	
Rodan Builders Inc	\$559,930.00	(\$559,930.00)	\$0.00	
<b>Project Total:</b>	<b>\$939,652.06</b>	<b>(\$939,652.06)</b>	<b>\$0.00</b>	<b>005-0719 - Landels - Temp Housing Construction Project</b>



## Project: 005-0721 - Landels - MPR Mod/Construction

Vendor	Encumbrance	Expenditure	Balance	Description
Allied Storage Container	\$828.40	(\$828.40)	\$0.00	
Barker Blue	\$2,345.17	(\$2,345.17)	\$0.00	
Bay Alarm Company	\$4,900.00	(\$4,900.00)	\$0.00	
California Geological Survey	\$3,600.00	(\$3,600.00)	\$0.00	
Cleary Consultants	\$31,682.25	(\$31,682.25)	\$0.00	
DFE & Associates Inc	\$80,000.00	(\$80,000.00)	\$0.00	
Department of General Services	\$11,635.42	(\$11,635.42)	\$0.00	
Division Of State Architects	\$47,250.00	(\$47,250.00)	\$0.00	
Grassetti Environme	\$1,192.21	(\$1,192.21)	\$0.00	
Greystone West Comp	\$30.98	(\$30.98)	\$0.00	
Hibser Yamauchi Architects	\$409,271.57	(\$409,271.57)	\$0.00	
Mont-Rose Moving Systems	\$5,187.73	(\$5,187.73)	\$0.00	
Mountain View Voice (E.M.)	\$390.00	(\$390.00)	\$0.00	
Norbay Consulting	\$1,324.00	(\$1,324.00)	\$0.00	
Rodan Builders Inc	\$5,252,881.38	(\$5,252,881.38)	\$0.00	
Santa Clara County	\$50.00	(\$50.00)	\$0.00	
Sonitrol Security	\$4,005.00	(\$4,005.00)	\$0.00	
Testing Engineers	\$16,186.01	(\$16,186.01)	\$0.00	
<b>Project Total:</b>	<b>\$5,872,760.12</b>	<b>(\$5,872,760.12)</b>	<b>\$0.00</b>	<b>005-0721 - Landels - MPR Mod/Construction</b>

## Project: 005-0723 - Landels - Furniture/Fixtures/Equipment

Vendor	Encumbrance	Expenditure	Balance	Description
Amazon/Gecrb	\$100.82	(\$100.82)	\$0.00	
Demco	\$1,336.70	(\$1,336.70)	\$0.00	
Desk Depot	\$6,332.90	(\$6,332.90)	\$0.00	
Dolan, Barbara	\$117.07	(\$117.07)	\$0.00	
Lakeshore Learning Material	\$556.76	(\$556.76)	\$0.00	
Project Ergonomics	\$1,453.23	(\$1,453.23)	\$0.00	
<b>Project Total:</b>	<b>\$9,897.48</b>	<b>(\$9,897.48)</b>	<b>\$0.00</b>	<b>005-0723 - Landels - Furniture/Fixtures/Equipment</b>

## Project: 005-0728 - Landels - Portable Refresh Project

Vendor	Encumbrance	Expenditure	Balance	Description
Division Of State Architects	\$0.00	\$0.00	\$0.00	
<b>Project Total:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>005-0728 - Landels - Portable Refresh Project</b>

## Project: 005-0731 - Landels - Fencing

Vendor	Encumbrance	Expenditure	Balance	Description
Greystone West Comp	\$2,000.00	\$0.00	\$2,000.00	
Hibser Yamauchi Architects	\$2,000.00	\$0.00	\$2,000.00	
<b>Project Total:</b>	<b>\$4,000.00</b>	<b>\$0.00</b>	<b>\$4,000.00</b>	<b>005-0731 - Landels - Fencing</b>

## Project: 006-0001 - Monta Loma -Phase 1-Temp Housing & Program Manage.

Vendor	Encumbrance	Expenditure	Balance	Description
Quattrocchi Kwok Architects	\$2,010.19	(\$2,010.19)	\$0.00	
<b>Project Total:</b>	<b>\$2,010.19</b>	<b>(\$2,010.19)</b>	<b>\$0.00</b>	<b>006-0001 - Monta Loma -Phase 1-Temp Housing &amp; Program Manage.</b>

## Project: 006-0002 - Monta Loma - Phase 2-New Constr. & Program Manage.

Vendor	Encumbrance	Expenditure	Balance	Description
Quattrocchi Kwok Architects	\$59,288.40	(\$59,288.40)	\$0.00	
<b>Project Total:</b>	<b>\$59,288.40</b>	<b>(\$59,288.40)</b>	<b>\$0.00</b>	<b>006-0002 - Monta Loma - Phase 2-New Constr. &amp; Program Manage.</b>

## Project: 006-0701 - Monta Loma - Construction Prog Management

Vendor	Encumbrance	Expenditure	Balance	Description
Barker Blue	\$859.13	(\$859.13)	\$0.00	
Brio Engineering	\$20,900.00	(\$20,900.00)	\$0.00	
California Geological Survey	\$3,600.00	(\$3,600.00)	\$0.00	
Cleary Consultants	\$19,400.00	(\$19,400.00)	\$0.00	
Cornerstone Title Company	\$2,500.00	(\$2,500.00)	\$0.00	
Division Of State Architects	\$24,386.00	(\$24,386.00)	\$0.00	
Foster Brothers Sec	\$867.99	(\$867.99)	\$0.00	
Greystone West Comp	\$579,375.37	(\$579,375.37)	\$0.00	
Mountain View Voice (E.M.)	\$912.00	(\$912.00)	\$0.00	
Norbay Consulting	\$5,086.00	(\$5,086.00)	\$0.00	
Quattrocchi Kwok Architects	\$314,603.10	(\$314,603.10)	\$0.00	
Santa Clara County	\$1,753.00	(\$1,753.00)	\$0.00	
<b>Project Total:</b>	<b>\$974,242.59</b>	<b>(\$974,242.59)</b>	<b>\$0.00</b>	<b>006-0701 - Monta Loma - Construction Prog Management</b>

## Project: 006-0708 - Monta Loma - Classroom/Building - Modernization

Vendor	Encumbrance	Expenditure	Balance	Description
Allied Storage Container	\$6,887.67	(\$6,887.67)	\$0.00	
Barker Blue	\$3,077.92	(\$3,077.92)	\$0.00	
Bay Alarm Company	\$6,245.00	(\$6,245.00)	\$0.00	
Beals Martin & Assoc.	\$10,940,999.63	(\$10,940,999.63)	\$0.00	
CDE	\$7,005.60	(\$7,005.60)	\$0.00	
CDW Government	\$102,892.23	(\$102,892.23)	\$0.00	
Cleary Consultants	\$10,995.75	(\$10,995.75)	\$0.00	
DFE & Associates Inc	\$85,782.00	(\$85,782.00)	\$0.00	
Department of General Services	\$14,195.96	(\$14,195.96)	\$0.00	
Division Of State Architects	\$99,064.00	(\$99,064.00)	\$0.00	
Foster Brothers Sec	\$21,418.17	(\$21,418.17)	\$0.00	
Greystone West Comp	\$1,346.14	(\$1,346.14)	\$0.00	
Harris Striping Service	\$1,575.00	(\$1,575.00)	\$0.00	
Home Depot	\$2,799.09	(\$2,799.09)	\$0.00	
Mont-Rose Moving Systems	\$2,653.75	(\$2,653.75)	\$0.00	
Norbay Consulting	\$1,980.00	(\$1,980.00)	\$0.00	
Office Depot	\$418.43	(\$418.43)	\$0.00	
Quattrocchi Kwok Architects	\$1,022,675.73	(\$1,022,675.73)	\$0.00	
Santa Clara County	\$50.00	(\$50.00)	\$0.00	
Suddath Companies	\$11,391.00	(\$11,391.00)	\$0.00	
Testing Engineers	\$19,611.00	(\$19,611.00)	\$0.00	
The Suddath Companies	\$4,940.50	(\$4,940.50)	\$0.00	
Waters Moving & Storage	\$5,960.00	(\$5,960.00)	\$0.00	
Western Roofing Service	\$5,905.00	(\$5,905.00)	\$0.00	
Yag Manufacturing	\$11,375.00	(\$11,375.00)	\$0.00	
<b>Project Total:</b>	<b>\$12,391,244.57</b>	<b>(\$12,391,244.57)</b>	<b>\$0.00</b>	<b>006-0708 - Monta Loma - Classroom/Building - Modernization</b>

## Project: 006-0719 - Monta Loma - Temp Housing Construction Project

Vendor	Encumbrance	Expenditure	Balance	Description
City Of Mountain View	\$0.00	\$0.00	\$0.00	
DFE & Associates Inc	\$20,000.00	(\$20,000.00)	\$0.00	
Mont-Rose Moving Systems	\$2,770.11	(\$2,770.11)	\$0.00	
TMP Services Inc	\$10,230.60	(\$10,230.60)	\$0.00	
Testing Engineers	\$4,482.50	(\$4,482.50)	\$0.00	
<b>Project Total:</b>	<b>\$37,483.21</b>	<b>(\$37,483.21)</b>	<b>\$0.00</b>	<b>006-0719 - Monta Loma - Temp Housing Construction Project</b>

## Project: 006-0721 - Monta Loma - MPR Mod/Construction

Vendor	Encumbrance	Expenditure	Balance	Description
Barker Blue	\$1,003.37	(\$1,003.37)	\$0.00	
Bay Alarm Company	\$2,260.00	(\$2,260.00)	\$0.00	
Beals Martin & Assoc.	\$4,742,757.37	(\$4,742,757.37)	\$0.00	
CDE	\$1,499.40	(\$1,499.40)	\$0.00	
Cleary Consultants	\$29,895.75	(\$29,895.75)	\$0.00	
DFE & Associates Inc	\$72,000.00	(\$72,000.00)	\$0.00	
David Quesada	\$79,600.00	(\$79,600.00)	\$0.00	
Department of General Services	\$0.00	\$0.00	\$0.00	
Division Of State Architects	\$27,704.17	(\$27,704.17)	\$0.00	
Grassetti Environme	\$1,120.00	(\$1,120.00)	\$0.00	
Greystone West Comp	\$247.95	(\$247.95)	\$0.00	
Mountain View Voice (E.M.)	\$1,170.00	(\$1,170.00)	\$0.00	
Quattrocchi Kwok Architects	\$265,901.55	(\$265,901.55)	\$0.00	
Staples Business	\$15,882.93	(\$15,882.93)	\$0.00	
Testing Engineers	\$15,172.79	(\$15,172.79)	\$0.00	
<b>Project Total:</b>	<b>\$5,256,215.28</b>	<b>(\$5,256,215.28)</b>	<b>\$0.00</b>	<b>006-0721 - Monta Loma - MPR Mod/Construction</b>

## Project: 006-0723 - Monta Loma - Furniture/Fixtures/Equipment

Vendor	Encumbrance	Expenditure	Balance	Description
Apple Inc	\$6,509.20	(\$6,509.20)	\$0.00	
Virco Inc	\$1,734.83	(\$1,734.83)	\$0.00	
<b>Project Total:</b>	<b>\$8,244.03</b>	<b>(\$8,244.03)</b>	<b>\$0.00</b>	<b>006-0723 - Monta Loma - Furniture/Fixtures/Equipment</b>

## Project: 006-0728 - Monta Loma - Portable Refresh Project

Vendor	Encumbrance	Expenditure	Balance	Description
Division Of State Architects	\$0.00	\$0.00	\$0.00	
<b>Project Total:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>006-0728 - Monta Loma - Portable Refresh Project</b>

## Project: 006-0731 - Monta Loma - Fencing

Vendor	Encumbrance	Expenditure	Balance	Description
Greystone West Comp	\$2,000.00	\$0.00	\$2,000.00	
Hibser Yamauchi Architects	\$2,000.00	\$0.00	\$2,000.00	
<b>Project Total:</b>	<b>\$4,000.00</b>	<b>\$0.00</b>	<b>\$4,000.00</b>	<b>006-0731 - Monta Loma - Fencing</b>

## Project: 007-0701 - Vargas - Construction Prog Management

Vendor	Encumbrance	Expenditure	Balance	Description
Barker Blue	\$629.75	(\$629.75)	\$0.00	
Cornerstone Title Company	\$2,500.00	(\$2,500.00)	\$0.00	
Greystone West Comp	\$28,932.00	(\$28,932.00)	\$0.00	
Mountain View Voice (E.M.)	\$93.34	(\$93.34)	\$0.00	
Quattrocchi Kwok Architects	\$14,046.42	(\$14,046.42)	\$0.00	
Value Fire Protection	\$2,300.00	(\$2,300.00)	\$0.00	
<b>Project Total:</b>	<b>\$48,501.51</b>	<b>(\$48,501.51)</b>	<b>\$0.00</b>	<b>007-0701 - Vargas - Construction Prog Management</b>

## Project: 007-0707 - Vargas - Classroom/Building - New

Vendor	Encumbrance	Expenditure	Balance	Description
Underwood & Rosenblum	\$0.00	\$0.00	\$0.00	
<b>Project Total:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>007-0707 - Vargas - Classroom/Building - New</b>

## Project: 008-0000 - Theuerkauf - Sitewide

Vendor	Encumbrance	Expenditure	Balance	Description
Greystone West Comp	\$18,324.00	(\$18,324.00)	\$0.00	
Underwood & Rosenblum	\$16,672.50	(\$16,672.50)	\$0.00	
<b>Project Total:</b>	<b>\$34,996.50</b>	<b>(\$34,996.50)</b>	<b>\$0.00</b>	<b>008-0000 - Theuerkauf - Sitewide</b>

## Project: 008-0001 - Theuerkauf -Phase 1-Temp Housing & Program Manage.

Vendor	Encumbrance	Expenditure	Balance	Description
Dreiling Terrones Architecture	\$7,202.50	(\$7,202.50)	\$0.00	
<b>Project Total:</b>	<b>\$7,202.50</b>	<b>(\$7,202.50)</b>	<b>\$0.00</b>	<b>008-0001 - Theuerkauf -Phase 1-Temp Housing &amp; Program Manage.</b>

## Project: 008-0701 - Theuerkauf - Construction Prog Management

Vendor	Encumbrance	Expenditure	Balance	Description
Barker Blue	\$101.75	(\$101.75)	\$0.00	
Cornerstone Title Company	\$833.50	(\$833.50)	\$0.00	
Division Of State Architects	\$500.00	(\$500.00)	\$0.00	
Dreiling Terrones Architecture	\$23,284.55	(\$23,284.55)	\$0.00	
Grassetti Environme	\$1,930.00	(\$1,930.00)	\$0.00	
Greystone West Comp	\$560,325.22	(\$560,325.22)	\$0.00	
Value Fire Protection	\$2,300.00	(\$2,300.00)	\$0.00	
<b>Project Total:</b>	<b>\$589,275.02</b>	<b>(\$589,275.02)</b>	<b>\$0.00</b>	<b>008-0701 - Theuerkauf - Construction Prog Management</b>

## Project: 008-0708 - Theuerkauf - Classroom/Building - Modernization

Vendor	Encumbrance	Expenditure	Balance	Description
Barker Blue	\$468.70	(\$468.70)	\$0.00	
Bay Alarm Company	\$3,485.00	(\$3,485.00)	\$0.00	
Bizon Group Inc	\$9,538.98	(\$9,538.98)	\$0.00	
CDE	\$7,000.00	(\$7,000.00)	\$0.00	
CDW Government	\$102,675.13	(\$102,675.13)	\$0.00	
Cleary Consultants	\$4,232.50	(\$4,232.50)	\$0.00	
Coulter Construction	\$6,795,244.88	(\$6,795,244.88)	\$0.00	
DFE & Associates Inc	\$55,500.00	(\$55,500.00)	\$0.00	
Dreiling Terrones Architecture	\$676,108.79	(\$676,108.79)	\$0.00	
Foster Brothers Sec	\$15,499.80	(\$15,499.80)	\$0.00	
Grasseti Environme	\$10,624.58	(\$10,624.58)	\$0.00	
Greystone West Comp	\$4,743.13	(\$4,743.13)	\$0.00	
Home Depot	\$2,799.09	(\$2,799.09)	\$0.00	
Mont-Rose Moving Systems	\$822.31	(\$822.31)	\$0.00	
Norbay Consulting	\$3,713.00	(\$3,713.00)	\$0.00	
OC McDonald Company	\$1,844.02	(\$1,844.02)	\$0.00	
PG&E CFM/PPC Dept	\$13,562.69	(\$13,562.69)	\$0.00	
Pacific Gas And Electric	\$390.69	(\$390.69)	\$0.00	
Ross Mcdonald	\$40,077.84	(\$40,077.84)	\$0.00	
San Francisco Daily	\$712.50	(\$712.50)	\$0.00	
Santa Clara County	\$755.42	(\$755.42)	\$0.00	
Value Fire Protection	\$2,300.00	(\$2,300.00)	\$0.00	
Waters Moving & Storage	\$46,214.00	(\$46,214.00)	\$0.00	
<b>Project Total:</b>	<b>\$7,798,313.05</b>	<b>(\$7,798,313.05)</b>	<b>\$0.00</b>	<b>008-0708 - Theuerkauf - Classroom/Building - Modernization</b>

## Project: 008-0719 - Theuerkauf - Temp Housing Construction Project

Vendor	Encumbrance	Expenditure	Balance	Description
Mont-Rose Moving Systems	\$1,542.39	(\$1,542.39)	\$0.00	
<b>Project Total:</b>	<b>\$1,542.39</b>	<b>(\$1,542.39)</b>	<b>\$0.00</b>	<b>008-0719 - Theuerkauf - Temp Housing Construction Project</b>



## Project: 008-0721 - Theuerkauf - MPR Mod/Construction

Vendor	Encumbrance	Expenditure	Balance	Description
Bay Alarm Company	\$790.00	(\$790.00)	\$0.00	
Bizon Group Inc	\$831.67	(\$831.67)	\$0.00	
Cleary Consultants	\$28,439.00	(\$28,439.00)	\$0.00	
Coulter Construction	\$3,384,498.00	(\$3,299,885.58)	\$84,612.42	
DFE & Associates Inc	\$215,390.00	(\$215,390.00)	\$0.00	
Department of General Services	\$6,837.00	(\$6,837.00)	\$0.00	
Division Of State Architects	\$91,250.00	(\$91,250.00)	\$0.00	
Dreiling Terrones Architecture	\$40,059.53	(\$40,059.53)	\$0.00	
Greystone West Comp	\$493.39	(\$493.39)	\$0.00	
Norbay Consulting	\$2,420.00	(\$2,420.00)	\$0.00	
Testing Engineers	\$30,097.55	(\$30,097.55)	\$0.00	
<b>Project Total:</b>	<b>\$3,801,106.14</b>	<b>(\$3,716,493.72)</b>	<b>\$84,612.42</b>	<b>008-0721 - Theuerkauf - MPR Mod/Construction</b>

## Project: 008-0728 - Theuerkauf - Portable Refresh Project

Vendor	Encumbrance	Expenditure	Balance	Description
Division Of State Architects	\$0.00	\$0.00	\$0.00	
<b>Project Total:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>008-0728 - Theuerkauf - Portable Refresh Project</b>

## Project: 008-0731 - Theuerkauf - Fencing

Vendor	Encumbrance	Expenditure	Balance	Description
Greystone West Comp	\$2,000.00	\$0.00	\$2,000.00	
Hibser Yamauchi Architects	\$2,000.00	\$0.00	\$2,000.00	
<b>Project Total:</b>	<b>\$4,000.00</b>	<b>\$0.00</b>	<b>\$4,000.00</b>	<b>008-0731 - Theuerkauf - Fencing</b>

## Project: 009-0000 - Districtwide - Districtwide

Vendor	Encumbrance	Expenditure	Balance	Description
CDW Government	\$177.92	(\$177.92)	\$0.00	
Cortez, Oscar	\$0.00	\$0.00	\$0.00	
Dannis Woliver & Kelley	\$212.00	(\$212.00)	\$0.00	
Greystone West Comp	\$8.13	(\$8.13)	\$0.00	
Orbach Huff Suarez	\$7,487.36	(\$7,487.36)	\$0.00	
<b>Project Total:</b>	<b>\$7,885.41</b>	<b>(\$7,885.41)</b>	<b>\$0.00</b>	<b>009-0000 - Districtwide - Districtwide</b>

## Project: 009-0700 - Districtwide - Capital Projects Services

Vendor	Encumbrance	Expenditure	Balance	Description
American Reprographics Co Llc	\$326.25	(\$326.25)	\$0.00	
Artik Art & Architects	\$10,184.32	(\$10,184.32)	\$0.00	
Bankcard Center	\$809.71	(\$809.71)	\$0.00	
Barker Blue	\$2,420.06	(\$2,420.06)	\$0.00	
Burke Williams & Sorensen Llp	\$1,750.00	(\$1,750.00)	\$0.00	
C Cruz Subsurface Locators	\$0.00	\$0.00	\$0.00	
CDW Government	\$1,438.02	(\$1,438.02)	\$0.00	
Chatfield-Clarke Company Inc.	\$1,771.12	(\$1,771.12)	\$0.00	
Chavan & Associates Llp	\$3,000.00	(\$3,000.00)	\$0.00	
Christy White Assoc.	\$12,275.00	(\$12,275.00)	\$0.00	
Comcast Business	\$0.00	\$0.00	\$0.00	
Cornerstone Title Company	\$1,600.00	(\$1,600.00)	\$0.00	
Cortez, Oscar	(\$17.50)	\$17.50	\$0.00	
Coulter Construction	\$5,895.00	(\$5,895.00)	\$0.00	
Davis Sign Company Inc.	\$2,635.11	(\$2,635.11)	\$0.00	
Duggan, Mary Ann	\$85.00	(\$85.00)	\$0.00	
Folger Graphics Inc	\$6,154.17	(\$6,154.17)	\$0.00	
Greystone West Comp	\$219.67	(\$219.67)	\$0.00	
HYT Corporation	\$8,650.00	(\$8,650.00)	\$0.00	
Hausman, Shelly	\$220.00	(\$220.00)	\$0.00	
Hertz Furniture	\$455.94	(\$455.94)	\$0.00	
M.V.W.S.D.	\$795,696.56	(\$795,696.56)	\$0.00	
MRC	\$6,731.45	(\$6,731.45)	\$0.00	
Mccloskey, James	\$9.75	(\$9.75)	\$0.00	
Mountain View Voice (E.M.)	\$3,438.00	(\$3,438.00)	\$0.00	
Office Depot	\$2,185.41	(\$2,185.41)	\$0.00	
Orbach Huff Suarez	\$29,040.25	(\$29,040.25)	\$0.00	
Pitney Bowes	\$0.00	\$0.00	\$0.00	
Postage	\$0.14	(\$0.14)	\$0.00	
Project Ergonomics	\$1,049.63	(\$1,049.63)	\$0.00	
Rodriguez, Guiuliana	\$109.68	(\$109.68)	\$0.00	
San Jose Mercury News Inc	\$3,231.60	(\$3,231.60)	\$0.00	
Synchrony Bank/Amazon	\$176.38	(\$176.38)	\$0.00	
U.S. Bank	\$3,706.00	(\$3,706.00)	\$0.00	
US Postmaster	\$5,284.71	(\$5,284.71)	\$0.00	
USA Shade & Frabric Structures	\$0.00	\$0.00	\$0.00	
Xerox Corporation	\$235.80	(\$235.80)	\$0.00	
<b>Project Total:</b>	<b>\$910,767.23</b>	<b>(\$910,767.23)</b>	<b>\$0.00</b>	<b>009-0700 - Districtwide - Capital Projects Services</b>

## Project: 009-0701 - Districtwide - Construction Prog Management

Vendor	Encumbrance	Expenditure	Balance	Description
Arne Sign & Decal	\$138.98	(\$138.98)	\$0.00	
Artik Art & Architects	\$0.00	\$0.00	\$0.00	
Barker Blue	\$5,917.20	(\$5,917.20)	\$0.00	
California Financial Services	\$55,000.00	(\$55,000.00)	\$0.00	
Chavan & Associates Llp	\$7,300.00	(\$7,300.00)	\$0.00	
Cornerstone Title Company	\$2,333.25	(\$2,333.25)	\$0.00	
Cortez, Oscar	\$17.50	(\$17.50)	\$0.00	
Dannis Woliver & Kelley	\$318.50	(\$318.50)	\$0.00	
Department of General Services	\$3,621.87	(\$3,621.87)	\$0.00	
Division Of State Architects	\$500.00	(\$500.00)	\$0.00	
Foster Brothers Sec	\$38.15	(\$38.15)	\$0.00	
Greystone West Comp	\$1,952.96	(\$1,952.96)	\$0.00	
M.V.W.S.D.	\$11,420.45	(\$11,420.45)	\$0.00	
Metropolitan Van & Storage	\$9,920.00	(\$9,920.00)	\$0.00	
Mont-Rose Moving Systems	\$21,255.67	(\$21,255.67)	\$0.00	
Mountain View Voice (E.M.)	\$5,093.00	(\$5,093.00)	\$0.00	
Norbay Consulting	\$11,518.00	(\$11,518.00)	\$0.00	
Orbach Huff Suarez	\$269,386.15	(\$269,386.15)	\$0.00	
Postage	\$237.14	(\$237.14)	\$0.00	
Rodriguez, Guiuliana	\$104.34	(\$104.34)	\$0.00	
Sage Renewables	\$0.00	\$0.00	\$0.00	
San Francisco Daily	\$1,167.75	(\$1,167.75)	\$0.00	
Santa Clara County	\$67.00	(\$67.00)	\$0.00	
School Nurse Supply	\$4,255.36	(\$4,255.36)	\$0.00	
Tech Pro Central Inc	\$4,800.00	(\$4,800.00)	\$0.00	
<b>Project Total:</b>	<b>\$416,363.27</b>	<b>(\$416,363.27)</b>	<b>\$0.00</b>	<b>009-0701 - Districtwide - Construction Prog Management</b>

## Project: 009-0708 - Districtwide - Classroom/Building - Modernization

Vendor	Encumbrance	Expenditure	Balance	Description
Greystone West Comp	\$0.00	\$0.00	\$0.00	
Hibser Yamauchi Architects	\$0.00	\$0.00	\$0.00	
<b>Project Total:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>009-0708 - Districtwide - Classroom/Building - Modernization</b>

## Project: 009-0709 - Districtwide - Site Improvements/Fields

Vendor	Encumbrance	Expenditure	Balance	Description
Bear Electrical Solutions	\$11,000.00	(\$11,000.00)	\$0.00	
Cleary Consultants	\$1,256.75	(\$1,256.75)	\$0.00	
DFE & Associates Inc	\$45,320.00	(\$45,320.00)	\$0.00	
Dreiling Terrones Architecture	\$27,979.99	(\$27,979.99)	\$0.00	
Greystone West Comp	\$23,537.60	(\$23,537.60)	\$0.00	
Pacific Electric Contracting	\$411,383.00	(\$382,849.65)	\$28,533.35	
Stewart Signs	\$182,877.60	(\$182,877.60)	\$0.00	
Testing Engineers	\$1,708.00	(\$1,708.00)	\$0.00	
<b>Project Total:</b>	<b>\$705,062.94</b>	<b>(\$676,529.59)</b>	<b>\$28,533.35</b>	<b>009-0709 - Districtwide - Site Improvements/Fields</b>

## Project: 009-0719 - Districtwide - Temp Housing Construction Project

Vendor	Encumbrance	Expenditure	Balance	Description
Mont-Rose Moving Systems	\$11,037.25	(\$11,037.25)	\$0.00	
<b>Project Total:</b>	<b>\$11,037.25</b>	<b>(\$11,037.25)</b>	<b>\$0.00</b>	<b>009-0719 - Districtwide - Temp Housing Construction Project</b>

## Project: 009-0723 - Districtwide - Furniture/Fixtures/Equipment

Vendor	Encumbrance	Expenditure	Balance	Description
CDW Government	\$0.00	\$0.00	\$0.00	
Ross McDonald	\$0.00	\$0.00	\$0.00	
<b>Project Total:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>009-0723 - Districtwide - Furniture/Fixtures/Equipment</b>

## Project: 009-0726 - Districtwide - Deferred Maintenance

Vendor	Encumbrance	Expenditure	Balance	Description
Greystone West Comp	\$0.00	\$0.00	\$0.00	
<b>Project Total:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>009-0726 - Districtwide - Deferred Maintenance</b>

## Project: 009-0727 - Districtwide - Solar Program

Vendor	Encumbrance	Expenditure	Balance	Description
Greystone West Comp	\$0.00	\$0.00	\$0.00	
Sage Renewables	\$0.00	\$0.00	\$0.00	
ZFA Structural Engineers	\$0.00	\$0.00	\$0.00	
<b>Project Total:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>009-0727 - Districtwide - Solar Program</b>

## Project: 009-0728 - Districtwide - Portable Refresh Project

Vendor	Encumbrance	Expenditure	Balance	Description
BRCO Constructors	\$0.00	\$0.00	\$0.00	
Greystone West Comp	\$0.00	\$0.00	\$0.00	
Haulaway Storage Co	\$0.00	\$0.00	\$0.00	
Hibser Yamauchi Architects	\$0.00	\$0.00	\$0.00	
Mont-Rose Moving Systems	\$0.00	\$0.00	\$0.00	
<b>Project Total:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>009-0728 - Districtwide - Portable Refresh Project</b>

## Project: 009-0729 - Districtwide - North Bayshore Development

Vendor	Encumbrance	Expenditure	Balance	Description
Artik Art & Architects	\$0.00	\$0.00	\$0.00	
<b>Project Total:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>009-0729 - Districtwide - North Bayshore Development</b>

## Project: 011-0002 - Crittenden - Phase 2-New Constr. & Program Manage.

Vendor	Encumbrance	Expenditure	Balance	Description
BHM Construction Inc	\$218,862.00	(\$218,862.00)	\$0.00	
DFE & Associates Inc	\$11,250.00	(\$11,250.00)	\$0.00	
Deems Lewis Mckinley	\$7,056.19	(\$7,056.19)	\$0.00	
Guerra Construction	\$29,598.00	(\$29,598.00)	\$0.00	
Mont-Rose Moving Systems	\$1,701.57	(\$1,701.57)	\$0.00	
Testing Engineers	\$25,785.00	(\$25,785.00)	\$0.00	
<b>Project Total:</b>	<b>\$294,252.76</b>	<b>(\$294,252.76)</b>	<b>\$0.00</b>	<b>011-0002 - Crittenden - Phase 2-New Constr. &amp; Program Manage.</b>

## Project: 011-0003 - Crittenden - Phase 3 -Auditorium & Program Manage.

Vendor	Encumbrance	Expenditure	Balance	Description
BHM Construction Inc	\$254,373.70	(\$254,373.70)	\$0.00	
Cleary Consultants	\$2,363.75	(\$2,363.75)	\$0.00	
DFE & Associates Inc	\$11,250.00	(\$11,250.00)	\$0.00	
Dannis Woliver & Kelley	\$8,764.50	(\$8,764.50)	\$0.00	
Deems Lewis Mckinley	\$13,773.11	(\$13,773.11)	\$0.00	
Greystone West Comp	\$7.25	(\$7.25)	\$0.00	
Mountain View Voice (E.M.)	\$684.00	(\$684.00)	\$0.00	
National Construction	\$430.88	(\$430.88)	\$0.00	
Testing Engineers	\$11,125.00	(\$11,125.00)	\$0.00	
<b>Project Total:</b>	<b>\$302,772.19</b>	<b>(\$302,772.19)</b>	<b>\$0.00</b>	<b>011-0003 - Crittenden - Phase 3 -Auditorium &amp; Program Manage.</b>

## Project: 011-0570 - Crittenden - Technology and Data Infrastructure

Vendor	Encumbrance	Expenditure	Balance	Description
Apple Inc	\$4,037.34	(\$4,037.34)	\$0.00	
CDW Government	\$9,841.88	(\$9,841.88)	\$0.00	
Dicar Networks	\$20,240.66	(\$20,240.66)	\$0.00	
SEHI Computer Products Inc.	\$16,448.15	(\$16,448.15)	\$0.00	
Transource Computers	\$145,549.98	(\$145,549.98)	\$0.00	
Troxell Communications Inc	\$123,967.30	(\$123,967.30)	\$0.00	
<b>Project Total:</b>	<b>\$320,085.31</b>	<b>(\$320,085.31)</b>	<b>\$0.00</b>	<b>011-0570 - Crittenden - Technology and Data Infrastructure</b>

## Project: 011-0700 - Crittenden - Capital Projects Services

Vendor	Encumbrance	Expenditure	Balance	Description
Mountain View Voice (E.M.)	\$0.00	\$0.00	\$0.00	
<b>Project Total:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>011-0700 - Crittenden - Capital Projects Services</b>

## Project: 011-0701 - Crittenden - Construction Prog Management

Vendor	Encumbrance	Expenditure	Balance	Description
All Reasons Moving	\$2,887.50	(\$2,887.50)	\$0.00	
Allied Storage Container	\$3,454.04	(\$3,454.04)	\$0.00	
Amerikiwi LLC	\$211.25	(\$211.25)	\$0.00	
Anaya Construction	\$25,200.00	(\$25,200.00)	\$0.00	
Atlas/Pellizzari Electric	\$39,817.54	(\$39,817.54)	\$0.00	
Bacon Plumbing Co	\$1,645.00	(\$1,645.00)	\$0.00	
Bankcard Center	\$50.00	(\$50.00)	\$0.00	
Barker Blue	\$31,062.13	(\$31,062.13)	\$0.00	
Benson Lee Consulting	\$300.00	(\$300.00)	\$0.00	
Bruce, Christie	\$1,002.24	(\$1,002.24)	\$0.00	
California Geological Survey	\$3,600.00	(\$3,600.00)	\$0.00	
Central Valley Environmental	\$965.00	(\$965.00)	\$0.00	
Cleary Consultants	\$118,506.25	(\$118,506.25)	\$0.00	
Consolidated Networks	\$5,887.49	(\$5,887.49)	\$0.00	
Coulter Construction	\$469,885.15	(\$469,885.15)	\$0.00	
DFE & Associates Inc	\$285,250.00	(\$285,250.00)	\$0.00	
Dannis Woliver & Kelley	\$50,384.86	(\$50,384.86)	\$0.00	
Deems Lewis Mckinley	\$2,032,307.94	(\$2,032,307.94)	\$0.00	
Department of General Services	\$42,560.43	(\$42,560.43)	\$0.00	
Division Of State Architects	\$147,408.86	(\$147,408.86)	\$0.00	



Vendor	Encumbrance	Expenditure	Balance	Description
Dryco Construction	\$41,810.00	(\$41,810.00)	\$0.00	
George Family Enterprises Inc	\$5,623.25	(\$5,623.25)	\$0.00	
Grassetti Environme	\$17,016.53	(\$17,016.53)	\$0.00	
Greystone West Comp	\$974,672.30	(\$974,672.30)	\$0.00	
Guerra Construction	\$15,111.00	(\$15,111.00)	\$0.00	
Harris Striping Service	\$800.00	(\$800.00)	\$0.00	
Interstate Grading	\$5,140,435.00	(\$5,140,435.00)	\$0.00	
M.V.W.S.D.	\$4,117.19	(\$4,117.19)	\$0.00	
Michael Ford Land Surveying	\$3,300.00	(\$3,300.00)	\$0.00	
Mobile Modular Mgmt	\$19,494.11	(\$19,494.11)	\$0.00	
Mont-Rose Moving Systems	\$18,376.56	(\$18,376.56)	\$0.00	
Mountain View Voice (E.M.)	\$8,937.49	(\$8,937.49)	\$0.00	
Mtn View Whisman Sc	\$1,130.13	(\$1,130.13)	\$0.00	
National Construction	\$1,030.69	(\$1,030.69)	\$0.00	
Norbay Consulting	\$5,820.00	(\$5,820.00)	\$0.00	
Office Depot	\$68.46	(\$68.46)	\$0.00	
Orbach Huff Suarez	\$823.25	(\$823.25)	\$0.00	
PG&E CFM/PPC Dept	\$6,514.77	(\$6,514.77)	\$0.00	
Pacific Gas And Electric	\$2,500.00	(\$2,500.00)	\$0.00	
Power Pole Service	\$6,936.00	(\$6,936.00)	\$0.00	
Red Cloud Inc	\$1,870.75	(\$1,870.75)	\$0.00	
S And L Fence	\$1,710.58	(\$1,710.58)	\$0.00	
Santa Clara C Clerk Record	\$0.00	\$0.00	\$0.00	
Santa Clara County	\$100.00	(\$100.00)	\$0.00	
Soccer Pro Inc	\$7,197.13	(\$7,197.13)	\$0.00	
Subdynamic Locating Service	\$10,197.50	(\$10,197.50)	\$0.00	
Syserco Inc	\$93,002.00	(\$93,002.00)	\$0.00	
Testing Engineers	\$144,495.34	(\$144,495.34)	\$0.00	
Value Fire Protection	\$4,600.00	(\$4,600.00)	\$0.00	
Wilco Supply	\$106.26	(\$106.26)	\$0.00	
Wilson Architecture Inc	\$11,324.19	(\$11,324.19)	\$0.00	
<b>Project Total:</b>	<b>\$9,811,506.16</b>	<b>(\$9,811,506.16)</b>	<b>\$0.00</b>	<b>011-0701 - Crittenden - Construction Prog Management</b>

Project: 011-0705 - Crittenden - Auditorium Construct/Maintenance				
Vendor	Encumbrance	Expenditure	Balance	Description
American Modular	\$133,450.00	(\$133,450.00)	\$0.00	
Anaya Construction	\$28,400.00	(\$28,400.00)	\$0.00	
BHM Construction Inc	\$7,187,937.30	(\$7,187,937.30)	\$0.00	
Bacon Plumbing Co	\$1,496.00	(\$1,496.00)	\$0.00	
Barker Blue	\$227.56	(\$227.56)	\$0.00	
Bay Alarm Company	\$5,100.00	(\$5,100.00)	\$0.00	
Benson Lee Consulting	\$0.00	\$0.00	\$0.00	
Central Valley Environmental	\$0.00	\$0.00	\$0.00	
Cleary Consultants	\$22,304.25	(\$22,304.25)	\$0.00	
Cupertino Electric	\$44,700.00	(\$44,700.00)	\$0.00	
DFE & Associates Inc	\$112,500.00	(\$112,500.00)	\$0.00	
Deems Lewis Mckinley	\$93,168.30	(\$93,168.30)	\$0.00	
Division Of State Architects	\$17,241.20	(\$17,241.20)	\$0.00	
Greystone West Comp	\$75,841.47	(\$75,841.47)	\$0.00	
Guerra Construction	\$0.00	\$0.00	\$0.00	
Harley Ellis Devereaux	\$74,963.00	(\$74,963.00)	\$0.00	Other
MK Pipelines Inc.	\$37,053.00	(\$37,053.00)	\$0.00	
Mobile Modular Mgmt	\$18,652.87	(\$18,652.87)	\$0.00	
Mountain View Voice (E.M.)	\$380.00	(\$380.00)	\$0.00	
Musson Theatrical	\$7,000.00	(\$7,000.00)	\$0.00	
National Construction	\$2,806.16	(\$2,806.16)	\$0.00	
Opening Technologies	\$8,945.77	(\$8,945.77)	\$0.00	
PCD	\$665.33	(\$665.33)	\$0.00	
Power Pole Service	\$0.00	\$0.00	\$0.00	
Priority Architecture	\$730.00	(\$730.00)	\$0.00	
Red Cloud Inc	\$1,260.00	(\$1,260.00)	\$0.00	
Shalleck Collaborative Inc	\$7,250.00	(\$7,250.00)	\$0.00	
Testing Engineers	\$26,140.02	(\$26,140.02)	\$0.00	
<b>Project Total:</b>	<b>\$7,908,212.23</b>	<b>(\$7,908,212.23)</b>	<b>\$0.00</b>	<b>011-0705 - Crittenden - Auditorium Construct/Maintenance</b>

## Project: 011-0707 - Crittenden - Classroom/Building - New

Vendor	Encumbrance	Expenditure	Balance	Description
Allied Storage Container	\$1,266.23	(\$1,266.23)	\$0.00	
BHM Construction Inc	\$7,482,716.54	(\$7,482,716.54)	\$0.00	
Barker Blue	\$98.89	(\$98.89)	\$0.00	
Bay Alarm Company	\$5,700.00	(\$5,700.00)	\$0.00	
Bear Electrical Solutions	\$7,420.00	(\$7,420.00)	\$0.00	
Benson Lee Consulting	\$573.58	(\$573.58)	\$0.00	
CDW Government	\$32,563.46	(\$32,563.46)	\$0.00	
Cleary Consultants	\$5,669.25	(\$5,669.25)	\$0.00	
Consolidated Networks	\$3,325.00	(\$3,325.00)	\$0.00	
Coulter Construction	\$508,797.00	(\$508,797.00)	\$0.00	
DFE & Associates Inc	\$112,500.00	(\$112,500.00)	\$0.00	
Deems Lewis Mckinley	\$71,377.75	(\$71,377.75)	\$0.00	
Division Of State Architects	\$28,891.05	(\$28,891.05)	\$0.00	
Greystone West Comp	\$66,131.81	(\$66,131.81)	\$0.00	
Harley Ellis Devereaux	\$88,918.00	(\$88,918.00)	\$0.00	Other
Mobile Modular Mgmt	\$730.64	(\$730.64)	\$0.00	
Mont-Rose Moving Systems	\$891.00	(\$891.00)	\$0.00	
Mountain View Voice (E.M.)	\$216.50	(\$216.50)	\$0.00	
Opening Technologies	\$11,805.10	(\$11,805.10)	\$0.00	
PCD	\$5,322.67	(\$5,322.67)	\$0.00	
Peninsulators Inc	\$8,733.00	(\$8,733.00)	\$0.00	
Premier Builders Inc	\$59,936.00	(\$59,936.00)	\$0.00	
Testing Engineers	\$30,302.75	(\$30,302.75)	\$0.00	
Value Fire Protection	\$0.00	\$0.00	\$0.00	
<b>Project Total:</b>	<b>\$8,533,886.22</b>	<b>(\$8,533,886.22)</b>	<b>\$0.00</b>	<b>011-0707 - Crittenden - Classroom/Building - New</b>

Project: 011-0708 - Crittenden - Classroom/Building - Modernization				
Vendor	Encumbrance	Expenditure	Balance	Description
All Reasons Moving	\$4,036.00	(\$4,036.00)	\$0.00	
Anaya Construction	\$0.00	\$0.00	\$0.00	
Atlas/Pellizzari Electric	\$1,157.46	(\$1,157.46)	\$0.00	
Bank Of The West	\$85.25	(\$85.25)	\$0.00	
Bankcard Center	(\$50.00)	\$50.00	\$0.00	
Barker Blue	\$1,526.91	(\$1,526.91)	\$0.00	
Bay Alarm Company	\$9,400.00	(\$9,400.00)	\$0.00	
Bruce, Christie	(\$573.57)	\$573.57	\$0.00	
Cleary Consultants	\$0.00	\$0.00	\$0.00	
Consolidated Networks	\$0.00	\$0.00	\$0.00	
Coulter Construction	\$3,372,314.33	(\$3,372,314.33)	\$0.00	
DfE & Associates Inc	\$0.00	\$0.00	\$0.00	
Davis Sign Company Inc.	\$573.57	(\$573.57)	\$0.00	
Deems Lewis Mckinley	\$0.00	\$0.00	\$0.00	
Division Of State Architects	\$23,517.98	(\$23,517.98)	\$0.00	
Dryco Construction	\$7,525.00	(\$7,525.00)	\$0.00	
George Family Enterprises Inc	\$0.00	\$0.00	\$0.00	
Greystone West Comp	\$0.00	\$0.00	\$0.00	
Harry L Murphy Inc	\$10,255.00	(\$10,255.00)	\$0.00	
M.V.W.S.D.	\$0.00	\$0.00	\$0.00	
Mont-Rose Moving Systems	\$11,383.00	(\$11,383.00)	\$0.00	
Mountain View Voice (E.M.)	\$428.31	(\$428.31)	\$0.00	
Norbay Consulting	\$876.00	(\$876.00)	\$0.00	
Office Depot	\$3.66	(\$3.66)	\$0.00	
S And L Fence	\$1,492.54	(\$1,492.54)	\$0.00	
Subdynamic Locating Service	\$0.00	\$0.00	\$0.00	
Syserco Inc	\$0.00	\$0.00	\$0.00	
Testing Engineers	\$0.00	\$0.00	\$0.00	
Wilson Architecture Inc	\$0.00	\$0.00	\$0.00	
Wilson Ihrig & Associates Inc	\$1,202.60	(\$1,202.60)	\$0.00	
<b>Project Total:</b>	<b>\$3,445,154.04</b>	<b>(\$3,445,154.04)</b>	<b>\$0.00</b>	<b>011-0708 - Crittenden - Classroom/Building - Modernization</b>

## Project: 011-0709 - Crittenden - Site Improvements/Fields

Vendor	Encumbrance	Expenditure	Balance	Description
Amerikiwi LLC	\$211.25	(\$211.25)	\$0.00	
Barker Blue	\$552.00	(\$552.00)	\$0.00	
Cleary Consultants	\$52,935.63	(\$52,935.63)	\$0.00	
DFE & Associates Inc	\$31,200.00	(\$31,200.00)	\$0.00	
Dannis Woliver & Kelley	\$7,618.81	(\$7,618.81)	\$0.00	
Deems Lewis Mckinley	\$59,301.07	(\$59,301.07)	\$0.00	
Dryco Construction	\$1,670.00	(\$1,670.00)	\$0.00	
Grasseti Environme	\$17,016.52	(\$17,016.52)	\$0.00	
Greystone West Comp	\$61,606.52	(\$61,606.52)	\$0.00	
Harley Ellis Devereaux	\$36,043.51	(\$36,043.51)	\$0.00	Other
Interstate Grading	\$821,956.00	(\$821,956.00)	\$0.00	
Lone Star Landscape	\$2,407.10	(\$2,407.10)	\$0.00	
Michael Ford Land Surveying	\$21,586.00	(\$21,586.00)	\$0.00	
Mobile Modular Mgmt	\$1,961.11	(\$1,961.11)	\$0.00	
Mountain View Voice (E.M.)	\$2,513.00	(\$2,513.00)	\$0.00	
Mtn View Whisman Sc	\$1,130.12	(\$1,130.12)	\$0.00	
Safe & Care Tree Service	\$5,000.00	(\$5,000.00)	\$0.00	
Santa Clara County	\$0.00	\$0.00	\$0.00	
Subdynamic Locating Service	\$962.00	(\$962.00)	\$0.00	
Testing Engineers	\$2,350.34	(\$2,350.34)	\$0.00	
<b>Project Total:</b>	<b>\$1,128,020.98</b>	<b>(\$1,128,020.98)</b>	<b>\$0.00</b>	<b>011-0709 - Crittenden - Site Improvements/Fields</b>

## Project: 011-0718 - Crittenden - Restrooms

Vendor	Encumbrance	Expenditure	Balance	Description
Mountain View Voice (E.M.)	\$0.00	\$0.00	\$0.00	
<b>Project Total:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>011-0718 - Crittenden - Restrooms</b>

## Project: 011-0721 - Crittenden - MPR Mod/Construction

Vendor	Encumbrance	Expenditure	Balance	Description
BT Mancini Co Inc	\$21,983.00	(\$21,983.00)	\$0.00	
Coulter Construction	\$3,743.05	(\$3,743.05)	\$0.00	
Jerry Thompson & So	\$13,927.04	(\$13,927.04)	\$0.00	
Paul Evans Painting	\$1,210.00	(\$1,210.00)	\$0.00	
<b>Project Total:</b>	<b>\$40,863.09</b>	<b>(\$40,863.09)</b>	<b>\$0.00</b>	<b>011-0721 - Crittenden - MPR Mod/Construction</b>

## Project: 011-0723 - Crittenden - Furniture/Fixtures/Equipment

Vendor	Encumbrance	Expenditure	Balance	Description
Apple Inc	\$4,465.33	(\$4,465.33)	\$0.00	
B & H Photo - Video	\$13,767.39	(\$13,767.39)	\$0.00	
Bank Of The West	\$4,330.43	(\$4,330.43)	\$0.00	
Clay Planet	\$6,087.83	(\$6,087.83)	\$0.00	
Iographer Llc	\$1,168.48	(\$1,168.48)	\$0.00	
Nelson Adams NACO	\$59,094.91	(\$59,094.91)	\$0.00	
Office Depot	\$1,766.47	(\$1,766.47)	\$0.00	
Officefurniture.Com	\$1,737.38	(\$1,737.38)	\$0.00	
Palace Business Solutions	\$142,773.91	(\$142,773.91)	\$0.00	
Pauls Draperies	\$9,841.88	(\$9,841.88)	\$0.00	
Peninsulators Inc	\$9,380.00	(\$9,380.00)	\$0.00	
Project Ergonomics	\$1,021.20	(\$1,021.20)	\$0.00	
Rhino Power Inc	\$665.11	(\$665.11)	\$0.00	
School Outfitters	\$14,928.59	(\$14,928.59)	\$0.00	
Wabash Valley Manufacturing	\$12,628.64	(\$12,628.64)	\$0.00	
Wenger Corporation	\$40,166.42	(\$40,166.42)	\$0.00	Equipment
<b>Project Total:</b>	<b>\$323,823.97</b>	<b>(\$323,823.97)</b>	<b>\$0.00</b>	<b>011-0723 - Crittenden - Furniture/Fixtures/Equipment</b>

## Project: 011-0724 - Crittenden - Kitchen Mod/Construction

Vendor	Encumbrance	Expenditure	Balance	Description
Barker Blue	\$73.92	(\$73.92)	\$0.00	
Coulter Construction	\$285,419.00	(\$285,419.00)	\$0.00	
Cupertino Electric	\$14,947.00	(\$14,947.00)	\$0.00	
Greystone West Comp	\$21.50	(\$21.50)	\$0.00	
Mountain View Voice (E.M.)	\$684.00	(\$684.00)	\$0.00	
Myers Restaurant Supply	\$71,211.94	(\$71,211.94)	\$0.00	
Santa Clara County	\$987.00	(\$987.00)	\$0.00	
<b>Project Total:</b>	<b>\$373,344.36</b>	<b>(\$373,344.36)</b>	<b>\$0.00</b>	<b>011-0724 - Crittenden - Kitchen Mod/Construction</b>



## Project: 011-0726 - Crittenden - Deferred Maintenance

Vendor	Encumbrance	Expenditure	Balance	Description
Opening Technologies	\$11,406.48	(\$11,406.48)	\$0.00	
Roto Rooter Sewer Service	\$813.00	(\$813.00)	\$0.00	
Skyline Engineering	\$0.00	\$0.00	\$0.00	
Syserco Inc	\$10,564.00	(\$10,564.00)	\$0.00	
<b>Project Total:</b>	<b>\$22,783.48</b>	<b>(\$22,783.48)</b>	<b>\$0.00</b>	<b>011-0726 - Crittenden - Deferred Maintenance</b>

## Project: 011-0728 - Crittenden - Portable Refresh Project

Vendor	Encumbrance	Expenditure	Balance	Description
Division Of State Architects	\$0.00	\$0.00	\$0.00	
<b>Project Total:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>011-0728 - Crittenden - Portable Refresh Project</b>

## Project: 011-0731 - Crittenden - Fencing

Vendor	Encumbrance	Expenditure	Balance	Description
Greystone West Comp	\$2,000.00	\$0.00	\$2,000.00	
Hibser Yamauchi Architects	\$2,000.00	\$0.00	\$2,000.00	
<b>Project Total:</b>	<b>\$4,000.00</b>	<b>\$0.00</b>	<b>\$4,000.00</b>	<b>011-0731 - Crittenden - Fencing</b>

## Project: 013-0701 - Cooper - Construction Prog Management

Vendor	Encumbrance	Expenditure	Balance	Description
Barker Blue	\$68.75	(\$68.75)	\$0.00	
Cornerstone Title Company	\$1,500.00	(\$1,500.00)	\$0.00	
<b>Project Total:</b>	<b>\$1,568.75</b>	<b>(\$1,568.75)</b>	<b>\$0.00</b>	<b>013-0701 - Cooper - Construction Prog Management</b>

## Project: 013-0726 - Cooper - Deferred Maintenance

Vendor	Encumbrance	Expenditure	Balance	Description
Skyline Engineering	\$0.00	\$0.00	\$0.00	
<b>Project Total:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>013-0726 - Cooper - Deferred Maintenance</b>

## Project: 014-0002 - Graham - Phase 2-New Construction & Program Manage

Vendor	Encumbrance	Expenditure	Balance	Description
BHM Construction Inc	\$0.00	\$0.00	\$0.00	
Mont-Rose Moving Systems	\$3,107.90	(\$3,107.90)	\$0.00	
Testing Engineers	\$0.00	\$0.00	\$0.00	
<b>Project Total:</b>	<b>\$3,107.90</b>	<b>(\$3,107.90)</b>	<b>\$0.00</b>	<b>014-0002 - Graham - Phase 2-New Construction &amp; Program Manage</b>

## Project: 014-0003 - Graham - Phase 3- Auditorium & Program Management

Vendor	Encumbrance	Expenditure	Balance	Description
Artik Art & Architects	\$5,779.35	(\$5,779.35)	\$0.00	
BHM Construction Inc	\$316,887.59	(\$316,887.59)	\$0.00	
Cleary Consultants	\$1,178.25	(\$1,178.25)	\$0.00	
DFE & Associates Inc	\$11,250.00	(\$11,250.00)	\$0.00	
Myers Restaurant Supply	\$1,047.50	(\$1,047.50)	\$0.00	
Santa Clara County	\$0.00	\$0.00	\$0.00	
Testing Engineers	\$40,313.78	(\$40,313.78)	\$0.00	
<b>Project Total:</b>	<b>\$376,456.47</b>	<b>(\$376,456.47)</b>	<b>\$0.00</b>	<b>014-0003 - Graham - Phase 3- Auditorium &amp; Program Management</b>

## Project: 014-0570 - Graham - Technology and Data Infrastructure

Vendor	Encumbrance	Expenditure	Balance	Description
Apple Inc	\$4,474.26	(\$4,474.26)	\$0.00	
CDW Government	\$10,657.51	(\$10,657.51)	\$0.00	
CYC Commercial Interiors Inc	\$0.00	\$0.00	\$0.00	
Consolidated Networks	\$10,144.55	(\$10,144.55)	\$0.00	
Dicar Networks	\$20,240.65	(\$20,240.65)	\$0.00	
SEHI Computer Products Inc.	\$16,448.18	(\$16,448.18)	\$0.00	
Transource Computers	\$158,159.69	(\$158,159.69)	\$0.00	
Troxell Communications Inc	\$173,892.97	(\$173,892.97)	\$0.00	
<b>Project Total:</b>	<b>\$394,017.81</b>	<b>(\$394,017.81)</b>	<b>\$0.00</b>	<b>014-0570 - Graham - Technology and Data Infrastructure</b>

## Project: 014-0700 - Graham - Capital Projects Services

Vendor	Encumbrance	Expenditure	Balance	Description
Mountain View Voice (E.M.)	\$0.00	\$0.00	\$0.00	
<b>Project Total:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>014-0700 - Graham - Capital Projects Services</b>

## Project: 014-0701 - Graham - Construction Prog Management

Vendor	Encumbrance	Expenditure	Balance	Description
All Reasons Moving	\$2,927.50	(\$2,927.50)	\$0.00	
Allied Storage Container	\$12,893.21	(\$12,893.21)	\$0.00	
Alten Construction Inc	\$724,139.67	(\$724,139.67)	\$0.00	
Anaya Construction	\$43,500.00	(\$43,500.00)	\$0.00	
Artik Art & Architects	\$1,912,206.07	(\$1,912,206.07)	\$0.00	
Atlas/Pellizzari Electric	\$2,643.25	(\$2,643.25)	\$0.00	
Bankcard Center	\$100.00	(\$100.00)	\$0.00	
Barker Blue	\$37,846.82	(\$37,846.82)	\$0.00	
Benson Lee Consulting	\$798.58	(\$798.58)	\$0.00	
Brio Engineering	(\$17,000.00)	\$17,000.00	\$0.00	
California Geological Survey	\$3,600.00	(\$3,600.00)	\$0.00	
Cleary Consultants	\$38,854.25	(\$38,854.25)	\$0.00	
Consolidated Networks	\$72,844.41	(\$72,844.41)	\$0.00	
Coulter Construction	\$375.38	(\$375.38)	\$0.00	
Cupertino Electric	\$6,466.00	(\$6,466.00)	\$0.00	
DFE & Associates Inc	\$120,250.00	(\$120,250.00)	\$0.00	
Dannis Woliver & Kelley	\$42,023.35	(\$42,023.35)	\$0.00	
Division Of State Architects	\$118,046.59	(\$118,046.59)	\$0.00	
Federal Express	\$32.28	(\$32.28)	\$0.00	
Greystone West Comp	\$739,511.28	(\$739,511.28)	\$0.00	
Grogan, Cyndi	\$0.00	\$0.00	\$0.00	
Guerra Construction	\$14,185.00	(\$14,185.00)	\$0.00	
Hertz Furniture	\$7,697.51	(\$7,697.51)	\$0.00	
M.V.W.S.D.	\$6,843.13	(\$6,843.13)	\$0.00	
Mccloskey, James	\$81.74	(\$81.74)	\$0.00	
Mobile Modular Mgmt	\$2,443.26	(\$2,443.26)	\$0.00	
Mont-Rose Moving Systems	\$30,700.50	(\$30,700.50)	\$0.00	
Mountain View Voice (E.M.)	\$8,004.51	(\$8,004.51)	\$0.00	
National Construction	\$2,164.32	(\$2,164.32)	\$0.00	
Norbay Consulting	\$6,832.00	(\$6,832.00)	\$0.00	
Office Depot	\$154.35	(\$154.35)	\$0.00	
Opening Technologies	\$0.00	\$0.00	\$0.00	
Orbach Huff Suarez	\$823.25	(\$823.25)	\$0.00	
Palace Business Solutions	\$0.00	\$0.00	\$0.00	
Richmond Plastics Inc	\$0.00	\$0.00	\$0.00	
Roto Rooter Sewer Service	\$750.00	(\$750.00)	\$0.00	
Santa Clara C Clerk Record	\$0.00	\$0.00	\$0.00	
Santa Clara County	\$100.00	(\$100.00)	\$0.00	

Vendor	Encumbrance	Expenditure	Balance	Description
Sound And Signal Inc	\$3,388.42	(\$3,388.42)	\$0.00	
Subdynamic Locating Service	\$762.50	(\$762.50)	\$0.00	
Syserco Inc	\$3,928.00	(\$3,928.00)	\$0.00	
Testing Engineers	\$61,851.80	(\$61,851.80)	\$0.00	
Wenger Corporation	\$0.00	\$0.00	\$0.00	Equipment
Wilco Supply	\$106.25	(\$106.25)	\$0.00	
<b>Project Total:</b>	<b>\$4,012,875.18</b>	<b>(\$4,012,875.18)</b>	<b>\$0.00</b>	<b>014-0701 - Graham - Construction Prog Management</b>

Project: 014-0705 - Graham - Auditorium Construct/Maintenance				
Vendor	Encumbrance	Expenditure	Balance	Description
Artik Art & Architects	\$93,679.15	(\$93,679.15)	\$0.00	
BHM Construction Inc	\$2,663,325.89	(\$2,663,325.89)	\$0.00	
Barker Blue	\$0.00	\$0.00	\$0.00	
Benson Lee Consulting	\$0.00	\$0.00	\$0.00	
CDW Government	\$3,959.56	(\$3,959.56)	\$0.00	
Cleary Consultants	\$7,407.75	(\$7,407.75)	\$0.00	
DFE & Associates Inc	\$101,250.00	(\$101,250.00)	\$0.00	
Division Of State Architects	\$13,875.28	(\$13,875.28)	\$0.00	
Federal Express	\$0.00	\$0.00	\$0.00	
Greystone West Comp	\$74,047.92	(\$74,047.92)	\$0.00	
Lyngso Garden Materials	\$1,302.56	(\$1,302.56)	\$0.00	
Mountain View Voice (E.M.)	\$0.00	\$0.00	\$0.00	
Musson Theatrical	\$7,000.00	(\$7,000.00)	\$0.00	
Opening Technologies	\$12,656.11	(\$12,656.11)	\$0.00	
PCD	\$1,335.00	(\$1,335.00)	\$0.00	
PHA Transportation	\$5,540.00	(\$5,540.00)	\$0.00	
Priority Architecture	\$730.00	(\$730.00)	\$0.00	
Scapes Inc	\$13,937.79	(\$13,937.79)	\$0.00	
Shalleck Collaborative Inc	\$7,250.00	(\$7,250.00)	\$0.00	
Sonitrol Security	\$9,081.00	(\$9,081.00)	\$0.00	
Subdynamic Locating Service	\$0.00	\$0.00	\$0.00	
Testing Engineers	\$10,776.07	(\$10,776.07)	\$0.00	
<b>Project Total:</b>	<b>\$3,027,154.08</b>	<b>(\$3,027,154.08)</b>	<b>\$0.00</b>	<b>014-0705 - Graham - Auditorium Construct/Maintenance</b>

## Project: 014-0707 - Graham - Classroom/Building - New

Vendor	Encumbrance	Expenditure	Balance	Description
Anaya Construction	\$0.00	\$0.00	\$0.00	
Artik Art & Architects	\$838.56	(\$838.56)	\$0.00	
BHM Construction Inc	\$645,173.44	(\$645,173.44)	\$0.00	
Barker Blue	\$0.00	\$0.00	\$0.00	
Benson Lee Consulting	\$0.00	\$0.00	\$0.00	
Cleary Consultants	\$0.00	\$0.00	\$0.00	
Cupertino Electric	\$0.00	\$0.00	\$0.00	
DFE & Associates Inc	\$0.00	\$0.00	\$0.00	
Division Of State Architects	\$10,438.86	(\$10,438.86)	\$0.00	
Guerra Construction	\$0.00	\$0.00	\$0.00	
Mountain View Voice (E.M.)	\$216.50	(\$216.50)	\$0.00	
National Construction	\$0.00	\$0.00	\$0.00	
<b>Project Total:</b>	<b>\$656,667.36</b>	<b>(\$656,667.36)</b>	<b>\$0.00</b>	<b>014-0707 - Graham - Classroom/Building - New</b>

## Project: 014-0708 - Graham - Classroom/Building - Modernization

Vendor	Encumbrance	Expenditure	Balance	Description
ABC School Equipment Inc	\$9,052.00	(\$9,052.00)	\$0.00	
All Reasons Moving	\$10,212.50	(\$10,212.50)	\$0.00	
Alten Construction Inc	\$6,489,937.81	(\$6,489,937.81)	\$0.00	
Apple Inc	\$0.00	\$0.00	\$0.00	
Artik Art & Architects	\$51,641.92	(\$51,641.92)	\$0.00	
Atlas/Pellizzari Electric	(\$1,068.25)	\$1,068.25	\$0.00	
BHM Construction Inc	\$1,692,985.02	(\$1,692,985.02)	\$0.00	
Bank Of The West	\$173.50	(\$173.50)	\$0.00	
Bankcard Center	(\$100.00)	\$100.00	\$0.00	
Barker Blue	\$407.66	(\$407.66)	\$0.00	
Brio Engineering	\$800.00	(\$800.00)	\$0.00	
CYC Commercial Interiors Inc	\$2,300.00	(\$2,300.00)	\$0.00	
Cleary Consultants	\$8,060.25	(\$8,060.25)	\$0.00	
Consolidated Networks	\$0.00	\$0.00	\$0.00	
Coulter Construction	\$14,963.86	(\$14,963.86)	\$0.00	
Cupertino Electric	\$7,494.54	(\$7,494.54)	\$0.00	
DFE & Associates Inc	\$15,572.00	(\$15,572.00)	\$0.00	
Davis Sign Company Inc.	\$573.56	(\$573.56)	\$0.00	
Division Of State Architects	\$57,764.19	(\$57,764.19)	\$0.00	
Dryco Construction	\$521,086.99	(\$521,086.99)	\$0.00	

Vendor	Encumbrance	Expenditure	Balance	Description
Greystone West Comp	\$8.06	(\$8.06)	\$0.00	
Griffin Painting Inc	\$1,471.00	(\$1,471.00)	\$0.00	
Grogan, Cyndi	\$0.00	\$0.00	\$0.00	
Hertz Furniture	(\$573.56)	\$573.56	\$0.00	
Innovative Mechanical Inc	\$360.00	(\$360.00)	\$0.00	
M.V.W.S.D.	\$0.00	\$0.00	\$0.00	
Mccloskey, James	\$0.00	\$0.00	\$0.00	
Mont-Rose Moving Systems	\$11,383.00	(\$11,383.00)	\$0.00	
Mountain View Voice (E.M.)	\$1,832.30	(\$1,832.30)	\$0.00	
Norbay Consulting	\$1,433.00	(\$1,433.00)	\$0.00	
Office Depot	\$3.65	(\$3.65)	\$0.00	
Opening Technologies	\$2,591.99	(\$2,591.99)	\$0.00	
Palace Business Solutions	\$0.00	\$0.00	\$0.00	
Rainbow Waterproofing &	\$3,000.00	(\$3,000.00)	\$0.00	
Richmond Plastics Inc	\$0.00	\$0.00	\$0.00	
San Francisco Daily	\$1,479.00	(\$1,479.00)	\$0.00	
San Mateo Carpets Inc	\$5,944.50	(\$5,944.50)	\$0.00	
Subdynamic Locating Service	\$0.00	\$0.00	\$0.00	
Syserco Inc	\$144.50	(\$144.50)	\$0.00	
Testing Engineers	\$2,994.00	(\$2,994.00)	\$0.00	
VKK Signmakers Inc	\$2,801.13	(\$2,801.13)	\$0.00	
Vella, Sara	\$36.31	(\$36.31)	\$0.00	
Wenger Corporation	\$0.00	\$0.00	\$0.00	Equipment
<b>Project Total:</b>	<b>\$8,916,766.43</b>	<b>(\$8,916,766.43)</b>	<b>\$0.00</b>	<b>014-0708 - Graham - Classroom/Building - Modernization</b>

## Project: 014-0709 - Graham - Site Improvements/Fields

Vendor	Encumbrance	Expenditure	Balance	Description
Artik Art & Architects	\$0.00	\$0.00	\$0.00	
Brio Engineering	\$38,900.00	(\$38,900.00)	\$0.00	
Cleary Consultants	\$24,200.11	(\$24,200.11)	\$0.00	
LA Steelcraft	\$2,210.37	(\$2,210.37)	\$0.00	
S And L Fence	\$3,189.20	(\$3,189.20)	\$0.00	
Subdynamic Locating Service	\$7,782.00	(\$7,782.00)	\$0.00	
<b>Project Total:</b>	<b>\$76,281.68</b>	<b>(\$76,281.68)</b>	<b>\$0.00</b>	<b>014-0709 - Graham - Site Improvements/Fields</b>

## Project: 014-0711 - Graham - Security System - New Construction

Vendor	Encumbrance	Expenditure	Balance	Description
Sonitrol Security	\$113,189.12	(\$113,189.12)	\$0.00	
Syserco Inc	\$2,745.50	(\$2,745.50)	\$0.00	
<b>Project Total:</b>	<b>\$115,934.62</b>	<b>(\$115,934.62)</b>	<b>\$0.00</b>	<b>014-0711 - Graham - Security System - New Construction</b>

## Project: 014-0718 - Graham - Restrooms

Vendor	Encumbrance	Expenditure	Balance	Description
Mountain View Voice (E.M.)	\$0.00	\$0.00	\$0.00	
<b>Project Total:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>014-0718 - Graham - Restrooms</b>

## Project: 014-0721 - Graham - MPR Modernization/Construction

Vendor	Encumbrance	Expenditure	Balance	Description
Artik Art & Architects	\$838.56	(\$838.56)	\$0.00	
BHM Construction Inc	\$10,000.00	(\$10,000.00)	\$0.00	
Sound And Signal Inc	\$0.00	\$0.00	\$0.00	
Subdynamic Locating Service	\$0.00	\$0.00	\$0.00	
<b>Project Total:</b>	<b>\$10,838.56</b>	<b>(\$10,838.56)</b>	<b>\$0.00</b>	<b>014-0721 - Graham - MPR Modernization/Construction</b>



## Project: 014-0723 - Graham - Furniture/Fixtures/Equipment

Vendor	Encumbrance	Expenditure	Balance	Description
Bank Of The West	\$27,197.12	(\$27,197.12)	\$0.00	
Bankcard Center	\$0.00	\$0.00	\$0.00	
Consolidated Networks	\$57,702.69	(\$57,702.69)	\$0.00	
Coulter Construction	\$1,836.32	(\$1,836.32)	\$0.00	
Creative Window Interiors	\$30,900.00	(\$30,900.00)	\$0.00	
Cupertino Electric	\$23,933.00	(\$23,933.00)	\$0.00	
Grogan, Cyndi	\$5,098.40	(\$5,098.40)	\$0.00	
Hertz Furniture	\$3,744.97	(\$3,744.97)	\$0.00	
Miele Inc	\$1,874.29	(\$1,874.29)	\$0.00	
Miracle Playsystems	\$13,687.90	(\$13,687.90)	\$0.00	
Office Depot	\$3,569.35	(\$3,569.35)	\$0.00	
Opening Technologies	\$3,437.56	(\$3,437.56)	\$0.00	
Palace Business Solutions	\$179,324.94	(\$179,324.94)	\$0.00	
Pauls Draperies	\$4,621.88	(\$4,621.88)	\$0.00	
Richmond Plastics Inc	\$1,615.13	(\$1,615.13)	\$0.00	
Wenger Corporation	\$17,470.42	(\$17,470.42)	\$0.00	Equipment
<b>Project Total:</b>	<b>\$376,013.97</b>	<b>(\$376,013.97)</b>	<b>\$0.00</b>	<b>014-0723 - Graham - Furniture/Fixtures/Equipment</b>

## Project: 014-0724 - Graham - Kitchen Mod/Construction

Vendor	Encumbrance	Expenditure	Balance	Description
Barker Blue	\$117.57	(\$117.57)	\$0.00	
Coulter Construction	\$57,164.00	(\$57,164.00)	\$0.00	
Greystone West Comp	\$110.00	(\$110.00)	\$0.00	
Myers Restaurant Supply	\$43,106.97	(\$43,106.97)	\$0.00	
Santa Clara County	\$1,096.00	(\$1,096.00)	\$0.00	
<b>Project Total:</b>	<b>\$101,594.54</b>	<b>(\$101,594.54)</b>	<b>\$0.00</b>	<b>014-0724 - Graham - Kitchen Mod/Construction</b>

## Project: 014-0726 - Graham - Deferred Maintenance

Vendor	Encumbrance	Expenditure	Balance	Description
All Reasons Moving	\$4,710.00	(\$4,710.00)	\$0.00	
Alten Construction Inc	\$12,612.00	(\$12,612.00)	\$0.00	
Harris Striping Service	\$2,570.00	(\$2,570.00)	\$0.00	
Opening Technologies	\$76,239.60	(\$76,239.60)	\$0.00	
Servicemaster Bldg Maintenance	\$10,007.50	(\$10,007.50)	\$0.00	
<b>Project Total:</b>	<b>\$106,139.10</b>	<b>(\$106,139.10)</b>	<b>\$0.00</b>	<b>014-0726 - Graham - Deferred Maintenance</b>

## Project: 014-0728 - Graham - Portable Refresh Project

Vendor	Encumbrance	Expenditure	Balance	Description
Division Of State Architects	\$0.00	\$0.00	\$0.00	
<b>Project Total:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>014-0728 - Graham - Portable Refresh Project</b>

## Project: 014-0731 - Graham - Fencing

Vendor	Encumbrance	Expenditure	Balance	Description
Greystone West Comp	\$2,000.00	\$0.00	\$2,000.00	
Hibser Yamauchi Architects	\$2,000.00	\$0.00	\$2,000.00	
<b>Project Total:</b>	<b>\$4,000.00</b>	<b>\$0.00</b>	<b>\$4,000.00</b>	<b>014-0731 - Graham - Fencing</b>

## Project: 014-1202 - Graham -Goal 1-B/Phase 2-New Constr & Program Mgmt

Vendor	Encumbrance	Expenditure	Balance	Description
Testing Engineers	\$0.00	\$0.00	\$0.00	
<b>Project Total:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>014-1202 - Graham -Goal 1-B/Phase 2-New Constr &amp; Program Mgmt</b>

## Project: 015-0000 - Stevenson - Sitewide

Vendor	Encumbrance	Expenditure	Balance	Description
Greystone West Comp	\$14,659.00	(\$14,659.00)	\$0.00	
Underwood & Rosenblum	\$16,672.50	(\$16,672.50)	\$0.00	
<b>Project Total:</b>	<b>\$31,331.50</b>	<b>(\$31,331.50)</b>	<b>\$0.00</b>	<b>015-0000 - Stevenson - Sitewide</b>

## Project: 015-0001 - Stevenson - Phase 1-Temp Housing & Program Manage.

Vendor	Encumbrance	Expenditure	Balance	Description
Dreiling Terrones Architecture	\$7,202.50	(\$7,202.50)	\$0.00	
<b>Project Total:</b>	<b>\$7,202.50</b>	<b>(\$7,202.50)</b>	<b>\$0.00</b>	<b>015-0001 - Stevenson - Phase 1-Temp Housing &amp; Program Manage.</b>

## Project: 015-0701 - Stevenson - Construction Program Management

Vendor	Encumbrance	Expenditure	Balance	Description
Cornerstone Title Company	\$833.25	(\$833.25)	\$0.00	
Dreiling Terrones Architecture	\$23,284.55	(\$23,284.55)	\$0.00	
Grassetti Environme	\$1,930.00	(\$1,930.00)	\$0.00	
Greystone West Comp	\$563,990.22	(\$563,990.22)	\$0.00	
Mountain View Voice (E.M.)	\$93.33	(\$93.33)	\$0.00	
Value Fire Protection	\$4,600.00	(\$4,600.00)	\$0.00	
<b>Project Total:</b>	<b>\$594,731.35</b>	<b>(\$594,731.35)</b>	<b>\$0.00</b>	<b>015-0701 - Stevenson - Construction Program Management</b>

## Project: 015-0707 - Stevenson - Classroom/Building - New

Vendor	Encumbrance	Expenditure	Balance	Description
AT&T	\$20,304.07	(\$20,304.07)	\$0.00	
American Modular	\$6,387,880.00	(\$6,387,880.00)	\$0.00	
Banner Bank	\$0.00	\$0.00	\$0.00	
Barker Blue	\$710.00	(\$710.00)	\$0.00	
Bay Alarm Company	\$7,795.00	(\$7,795.00)	\$0.00	
CDW Government	\$17,112.52	(\$17,112.52)	\$0.00	
Cleary Consultants	\$159,078.15	(\$159,078.15)	\$0.00	
Coulter Construction	\$4,889.00	(\$4,889.00)	\$0.00	
DfE & Associates Inc	\$346,992.00	(\$346,992.00)	\$0.00	
Department of General Services	\$24,654.96	(\$24,654.96)	\$0.00	
Division Of State Architects	\$88,550.00	(\$88,550.00)	\$0.00	
Dreiling Terrones Architecture	\$879,294.72	(\$876,296.19)	\$2,998.53	
Dryco Construction	\$34,945.00	(\$34,945.00)	\$0.00	
Edgin, Wayne E.	\$600.00	(\$600.00)	\$0.00	
Foster Brothers Sec	\$13,059.01	(\$13,059.01)	\$0.00	
Galeb Paving Inc	\$4,019,007.22	(\$4,019,007.22)	\$0.00	
Grassetti Environme	\$10,624.58	(\$10,624.58)	\$0.00	
Greystone West Comp	\$4,765.66	(\$4,765.66)	\$0.00	
Harris Striping Service	\$680.00	(\$680.00)	\$0.00	
Home Depot	\$2,799.09	(\$2,799.09)	\$0.00	
Intermountain Electric	\$44,867.83	(\$44,867.83)	\$0.00	
Living Classroom	\$1,597.75	(\$1,597.75)	\$0.00	
Lone Star Landscape	\$201,516.99	(\$198,016.99)	\$3,500.00	
Metropolitan Van & Storage	\$330.00	(\$330.00)	\$0.00	
Mont-Rose Moving Systems	\$18,727.77	(\$18,727.77)	\$0.00	
Norbay Consulting	\$3,088.00	(\$3,088.00)	\$0.00	

Vendor	Encumbrance	Expenditure	Balance	Description
Norcal Portable Services	\$6,414.00	(\$6,414.00)	\$0.00	
Oldcastle Precast	\$107,127.00	(\$107,127.00)	\$0.00	
Pacific Gas And Electric	\$5,000.00	(\$5,000.00)	\$0.00	
Peninsulators Inc	\$12,930.00	(\$12,930.00)	\$0.00	
Precision Drilling	\$30,000.00	(\$30,000.00)	\$0.00	
Rodan Builders Inc	\$5,305,268.38	(\$5,305,268.38)	\$0.00	
Ross Mcdonald	\$41,899.56	(\$41,899.56)	\$0.00	
San Francisco Daily	\$1,575.00	(\$1,575.00)	\$0.00	
Smart Plumbers Inc	\$2,625.00	(\$2,625.00)	\$0.00	
Sound And Signal Inc	\$20,521.18	(\$20,521.18)	\$0.00	
Stephen Ciari Plumbing	\$8,088.87	(\$8,088.87)	\$0.00	
Stumbaugh & Associates	\$1,350.00	(\$1,350.00)	\$0.00	
T & A Painting Co	\$18,800.00	(\$18,800.00)	\$0.00	
Testing Engineers	\$59,314.95	(\$59,314.95)	\$0.00	
U.S. Bank	\$2,570.13	(\$2,570.13)	\$0.00	
Vanden Bos Electric	\$1,022,028.00	(\$1,022,028.00)	\$0.00	
Window Graphics Sign	\$1,471.10	(\$1,471.10)	\$0.00	
<b>Project Total:</b>	<b>\$18,940,852.49</b>	<b>(\$18,934,353.96)</b>	<b>\$6,498.53</b>	<b>015-0707 - Stevenson - Classroom/Building - New</b>

## Project: 015-0709 - Stevenson - Site Improvements/Fields

Vendor	Encumbrance	Expenditure	Balance	Description
Cleary Consultants	\$0.00	\$0.00	\$0.00	
DFE & Associates Inc	\$0.00	\$0.00	\$0.00	
Dreiling Terrones Architecture	\$0.00	\$0.00	\$0.00	
Greystone West Comp	\$0.00	\$0.00	\$0.00	
Landscape Structures Inc	\$0.00	\$0.00	\$0.00	
Terramark General Eng.	\$0.00	\$0.00	\$0.00	
Testing Engineers	\$0.00	\$0.00	\$0.00	
<b>Project Total:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>015-0709 - Stevenson - Site Improvements/Fields</b>

## Project: 015-0719 - Stevenson - Temp Housing Construction Project

Vendor	Encumbrance	Expenditure	Balance	Description
Allied Storage Container	\$4,341.11	(\$4,341.11)	\$0.00	
American Modular	\$50,560.00	(\$50,560.00)	\$0.00	
Arne Sign & Decal	\$1,158.12	(\$1,158.12)	\$0.00	
Atlas/Pellizzari Electric	\$4,685.00	(\$4,685.00)	\$0.00	
Banner Bank	\$204,565.80	(\$204,565.80)	\$0.00	
Barker Blue	\$1,973.55	(\$1,973.55)	\$0.00	
CDW Government	\$68,199.58	(\$68,199.58)	\$0.00	
City Of Mountain View	\$1,119.45	(\$1,119.45)	\$0.00	
Cleary Consultants	\$22,713.25	(\$22,713.25)	\$0.00	
Creative Window Interiors	\$2,100.00	(\$2,100.00)	\$0.00	
DfE & Associates Inc	\$30,000.00	(\$30,000.00)	\$0.00	
Department of General Services	\$32,446.85	(\$32,446.85)	\$0.00	
Division Of State Architects	\$10,625.00	(\$10,625.00)	\$0.00	
Foster Brothers Sec	\$1,257.16	(\$1,257.16)	\$0.00	
Galeb Paving Inc	\$302,940.00	(\$300,440.09)	\$2,499.91	
Greystone West Comp	\$973.74	(\$973.74)	\$0.00	
MRC	\$175.00	(\$175.00)	\$0.00	
Mobile Modular Mgmt	\$344,671.41	(\$344,671.41)	\$0.00	
Mont-Rose Moving Systems	\$9,958.64	(\$9,958.64)	\$0.00	
Mountain View Voice (E.M.)	\$5,100.00	(\$5,100.00)	\$0.00	
PG&E CFM/PPC Dept	\$99,116.01	(\$99,116.01)	\$0.00	
Rodan Builders Inc	\$3,886,750.21	(\$3,886,750.21)	\$0.00	
Santa Clara County	\$755.41	(\$755.41)	\$0.00	
Suddath Companies	\$10,411.00	(\$10,411.00)	\$0.00	
Testing Engineers	\$10,310.00	(\$10,310.00)	\$0.00	
The Suddath Companies	\$6,210.50	(\$6,210.50)	\$0.00	
<b>Project Total:</b>	<b>\$5,113,116.79</b>	<b>(\$5,110,616.88)</b>	<b>\$2,499.91</b>	<b>015-0719 - Stevenson - Temp Housing Construction Project</b>

## Project: 015-0721 - Stevenson - MPR Mod/Construction

Vendor	Encumbrance	Expenditure	Balance	Description
Division Of State Architects	\$56,550.00	(\$56,550.00)	\$0.00	
Norbay Consulting	\$1,881.00	(\$1,881.00)	\$0.00	
<b>Project Total:</b>	<b>\$58,431.00</b>	<b>(\$58,431.00)</b>	<b>\$0.00</b>	<b>015-0721 - Stevenson - MPR Mod/Construction</b>

## Project: 015-0723 - Stevenson - Furniture/Fixtures/Equipment

Vendor	Encumbrance	Expenditure	Balance	Description
BT Express Liquidation	\$2,014.32	(\$2,014.32)	\$0.00	
Engelhardt, Maja	\$125.64	(\$125.64)	\$0.00	
Gardener's Supply Company	\$3,489.36	(\$3,489.36)	\$0.00	
Lone Star Landscape	\$9,000.00	(\$9,000.00)	\$0.00	
Mike Lameira	\$275.00	(\$275.00)	\$0.00	
Signs Of Success Inc	\$125.50	(\$125.50)	\$0.00	
Westover, Rebecca	\$4,932.46	(\$4,932.46)	\$0.00	
<b>Project Total:</b>	<b>\$19,962.28</b>	<b>(\$19,962.28)</b>	<b>\$0.00</b>	<b>015-0723 - Stevenson - Furniture/Fixtures/Equipment</b>

## Project: 015-0731 - Stevenson - Fencing

Vendor	Encumbrance	Expenditure	Balance	Description
Greystone West Comp	\$2,000.00	\$0.00	\$2,000.00	
Hibser Yamauchi Architects	\$2,000.00	\$0.00	\$2,000.00	
<b>Project Total:</b>	<b>\$4,000.00</b>	<b>\$0.00</b>	<b>\$4,000.00</b>	<b>015-0731 - Stevenson - Fencing</b>

## Project: 015-0799 - Stevenson - Miscellaneous Close-out Project

Vendor	Encumbrance	Expenditure	Balance	Description
Coulter Construction	\$1,510.74	(\$1,510.74)	\$0.00	
Dreiling Terrones Architecture	\$43,070.00	(\$34,485.46)	\$8,584.54	
Vanden Bos Electric	\$2,400.00	(\$2,400.00)	\$0.00	
<b>Project Total:</b>	<b>\$46,980.74</b>	<b>(\$38,396.20)</b>	<b>\$8,584.54</b>	<b>015-0799 - Stevenson - Miscellaneous Close-out Project</b>

## Project: 016-0001 - Mistral -Phase 1-Temp Housing & Program Management

Vendor	Encumbrance	Expenditure	Balance	Description
Allied Storage Container	\$200.41	(\$200.41)	\$0.00	
Barker Blue	\$484.41	(\$484.41)	\$0.00	
Greystone West Comp	\$515.70	(\$515.70)	\$0.00	
Quattrocchi Kwok Architects	\$680.83	(\$680.83)	\$0.00	
<b>Project Total:</b>	<b>\$1,881.35</b>	<b>(\$1,881.35)</b>	<b>\$0.00</b>	<b>016-0001 - Mistral -Phase 1-Temp Housing &amp; Program Management</b>

## Project: 016-0701 - Mistral - Construction Prog Management

Vendor	Encumbrance	Expenditure	Balance	Description
All Reasons Moving	\$1,350.00	(\$1,350.00)	\$0.00	
American Reprographics Co Llc	\$267.87	(\$267.87)	\$0.00	
Barker Blue	\$1,625.83	(\$1,625.83)	\$0.00	
Benson Lee Consulting	\$210.00	(\$210.00)	\$0.00	
CDE	\$0.00	\$0.00	\$0.00	
DFE & Associates Inc	\$1,500.00	(\$1,500.00)	\$0.00	
Dannis Woliver & Kelley	\$165.75	(\$165.75)	\$0.00	
Division Of State Architects	\$80,945.96	(\$80,945.96)	\$0.00	
Greystone West Comp	\$713,651.72	(\$713,651.72)	\$0.00	
Mountain View Door	\$25.00	(\$25.00)	\$0.00	
Mountain View Voice (E.M.)	\$912.00	(\$912.00)	\$0.00	
Pacific Gas And Electric	\$1,250.00	(\$1,250.00)	\$0.00	
Quattrocchi Kwok Architects	\$559,351.18	(\$559,351.18)	\$0.00	
Santa Clara County	\$1,040.50	(\$1,040.50)	\$0.00	
<b>Project Total:</b>	<b>\$1,362,295.81</b>	<b>(\$1,362,295.81)</b>	<b>\$0.00</b>	<b>016-0701 - Mistral - Construction Prog Management</b>

## Project: 016-0707 - Mistral - Classroom/Building - New

Vendor	Encumbrance	Expenditure	Balance	Description
Benson Lee Consulting	\$0.00	\$0.00	\$0.00	
Quattrocchi Kwok Architects	\$105.00	(\$105.00)	\$0.00	
<b>Project Total:</b>	<b>\$105.00</b>	<b>(\$105.00)</b>	<b>\$0.00</b>	<b>016-0707 - Mistral - Classroom/Building - New</b>



## Project: 016-0708 - Mistral - Classroom/Building - Modernization

Vendor	Encumbrance	Expenditure	Balance	Description
Allied Storage Container	\$1,415.11	(\$1,415.11)	\$0.00	
BHM Construction Inc	\$9,345,905.86	(\$9,345,905.86)	\$0.00	
Barker Blue	\$1,616.18	(\$1,616.18)	\$0.00	
Budget Enterprises	\$486.00	(\$486.00)	\$0.00	
CDE	\$2,075.45	(\$2,075.45)	\$0.00	
CDW Government	\$86,147.43	(\$86,147.43)	\$0.00	
CYS Structural Engineers	\$3,860.00	(\$3,860.00)	\$0.00	
City Of Mountain View	\$530.03	(\$530.03)	\$0.00	
Cleary Consultants	\$14,640.00	(\$14,640.00)	\$0.00	
Coulter Construction	\$10,338.75	(\$10,338.75)	\$0.00	
DFE & Associates Inc	\$96,070.00	(\$96,070.00)	\$0.00	
Department of General Services	\$455.10	(\$455.10)	\$0.00	
Division Of State Architects	\$100,775.54	(\$100,775.54)	\$0.00	
Foster Brothers Sec	\$23,966.08	(\$23,966.08)	\$0.00	
Greystone West Comp	\$14,721.88	(\$14,721.88)	\$0.00	
Joseph R Renda Construction	\$6,175.00	(\$6,175.00)	\$0.00	
Living Classroom	\$473.86	(\$473.86)	\$0.00	
Mcgrath Rentcorp	\$1,432,922.48	(\$1,432,922.48)	\$0.00	
Metropolitan Van & Storage	\$1,730.00	(\$1,730.00)	\$0.00	
Mont-Rose Moving Systems	\$17,262.31	(\$17,262.31)	\$0.00	
Quattrocchi Kwok Architects	\$1,105,949.85	(\$1,105,949.85)	\$0.00	
San Francisco Daily	\$504.00	(\$504.00)	\$0.00	
Testing Engineers	\$16,305.78	(\$16,305.78)	\$0.00	
Waters Moving & Storage	\$4,940.00	(\$4,940.00)	\$0.00	
<b>Project Total:</b>	<b>\$12,289,266.69</b>	<b>(\$12,289,266.69)</b>	<b>\$0.00</b>	<b>016-0708 - Mistral - Classroom/Building - Modernization</b>

## Project: 016-0709 - Mistral - Site Improvements/Fields

Vendor	Encumbrance	Expenditure	Balance	Description
Dreiling Terrones Architecture	\$0.00	\$0.00	\$0.00	
<b>Project Total:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>016-0709 - Mistral - Site Improvements/Fields</b>

## Project: 016-0719 - Mistral - Temp Housing Construction Proj

Vendor	Encumbrance	Expenditure	Balance	Description
Allied Storage Container	\$893.40	(\$893.40)	\$0.00	
Aram Electric Inc	\$366,832.00	(\$366,832.00)	\$0.00	
Arne Sign & Decal	\$463.25	(\$463.25)	\$0.00	
Barker Blue	\$1,387.50	(\$1,387.50)	\$0.00	
BestEST Landscape Design	\$575.43	(\$575.43)	\$0.00	
Cleary Consultants	\$6,115.75	(\$6,115.75)	\$0.00	
Construction Survey	\$660.00	(\$660.00)	\$0.00	
Coulter Construction	\$1,404.69	(\$1,404.69)	\$0.00	
Creative Window Interiors	\$2,026.50	(\$2,026.50)	\$0.00	
Cupertino Electric	\$8,041.62	(\$8,041.62)	\$0.00	
DfE & Associates Inc	\$17,750.00	(\$17,750.00)	\$0.00	
Division Of State Architects	\$2,040.00	(\$2,040.00)	\$0.00	
Dryco Construction	\$268,919.00	(\$268,919.00)	\$0.00	
Grainger	\$512.43	(\$512.43)	\$0.00	
Greystone West Comp	\$36.04	(\$36.04)	\$0.00	
Mont-Rose Moving Systems	\$6,122.77	(\$6,122.77)	\$0.00	
Mountain View Door	\$9.14	(\$9.14)	\$0.00	
Mountain View Voice (E.M.)	\$2,736.00	(\$2,736.00)	\$0.00	
Norbay Consulting	\$390.00	(\$390.00)	\$0.00	
Opening Technologies	\$2,906.20	(\$2,906.20)	\$0.00	
Quattrocchi Kwok Architects	(\$39,360.11)	\$39,360.11	\$0.00	
Sonitrol Security	\$125.00	(\$125.00)	\$0.00	
<b>Project Total:</b>	<b>\$650,586.61</b>	<b>(\$650,586.61)</b>	<b>\$0.00</b>	<b>016-0719 - Mistral - Temp Housing Construction Proj</b>

## Project: 016-0723 - Mistral - Furniture/Fixtures/Equipment

Vendor	Encumbrance	Expenditure	Balance	Description
Virco Inc	\$1,616.74	(\$1,616.74)	\$0.00	
<b>Project Total:</b>	<b>\$1,616.74</b>	<b>(\$1,616.74)</b>	<b>\$0.00</b>	<b>016-0723 - Mistral - Furniture/Fixtures/Equipment</b>

## Project: 016-0731 - Mistral - Fencing

Vendor	Encumbrance	Expenditure	Balance	Description
Greystone West Comp	\$2,000.00	\$0.00	\$2,000.00	
Hibser Yamauchi Architects	\$2,000.00	\$0.00	\$2,000.00	
<b>Project Total:</b>	<b>\$4,000.00</b>	<b>\$0.00</b>	<b>\$4,000.00</b>	<b>016-0731 - Mistral - Fencing</b>

## Project: 026-0701 - Preschool - Latham - Construction Prog Management

Vendor	Encumbrance	Expenditure	Balance	Description
Dreiling Terrones Architecture	\$20,114.84	(\$20,114.84)	\$0.00	
<b>Project Total:</b>	<b>\$20,114.84</b>	<b>(\$20,114.84)</b>	<b>\$0.00</b>	<b>026-0701 - Preschool - Latham - Construction Prog Management</b>

## Project: 026-0708 - Preschool - Latham - Classroom/Building - Moderniz

Vendor	Encumbrance	Expenditure	Balance	Description
Consolidated Networks	\$19,340.00	(\$19,340.00)	\$0.00	
Daily Post	\$712.50	(\$712.50)	\$0.00	
Guerra Construction	\$44,434.00	(\$44,434.00)	\$0.00	
Metropolitan Van & Storage	\$7,210.00	(\$7,210.00)	\$0.00	
<b>Project Total:</b>	<b>\$71,696.50</b>	<b>(\$71,696.50)</b>	<b>\$0.00</b>	<b>026-0708 - Preschool - Latham - Classroom/Building - Moderniz</b>

## Project: 026-0728 - Preschool - Latham - Portable Refresh Project

Vendor	Encumbrance	Expenditure	Balance	Description
Division Of State Architects	\$0.00	\$0.00	\$0.00	
<b>Project Total:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>026-0728 - Preschool - Latham - Portable Refresh Project</b>
<b>Grand Total:</b>	<b>\$206,336,414.29</b>	<b>(\$206,092,318.40)</b>	<b>\$244,095.89</b>	<b>Mountain View Whisman School District</b>

# **Cumulative Measure G Expenditure Summary by Project**

**from Inception to  
September 15, 2020**



PROJECT: 000-0000 - UNDESIGNATED - DISTRICTWIDE										
B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$348,000.00				
Project Total:	\$348,000.00									

PROJECT: 002-0000 - BUBB - SITEWIDE										
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$17,360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$17,360.00									

PROJECT: 002-0001 - BUBB - PHASE 1 - TEMP HOUSING & PROGRAM MANAGEMENT										
B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$4,779.37	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$0.00	\$0.00	\$5,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$10,079.37									

PROJECT: 002-0701 - BUBB - CONSTRUCTION PROG MANAGEMENT										
A - SITE										
	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,585.00	\$0.00	\$0.00	\$0.00
B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$90,999.98	\$0.00	\$0.00	\$0.00	\$0.00	\$2,717.48				
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$561,289.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,800.69	\$0.00	
Project Total:	\$697,392.37									

PROJECT: 002-0708 - BUBB - CLASSROOM/BUILDING - MODERNIZATION										
A - SITE										
	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,486.00	\$0.00	\$0.00	\$0.00

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$428,293.01	\$0.00	\$0.00	\$0.00	\$0.00	\$111,956.70				
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$8,843,492.53	\$6,841.16	\$0.00	\$32,790.96	\$3,731.88	\$126,359.30	\$20,614.00	\$109,316.21	\$0.00	
Project Total:	\$9,721,881.75									

PROJECT: 002-0709 - BUBB - SITE IMPROVEMENTS/FIELDS

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$2,049.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,265.00				
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$337.50	\$0.00	\$109,780.00	\$0.00	
Project Total:	\$122,431.50									

PROJECT: 002-0719 - BUBB - TEMP HOUSING CONSTRUCTION PROJECT

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$110,996.64				
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$565,231.00	\$7.08	\$0.00	\$0.00	\$188,164.30	\$4,000.00	\$0.00	\$40,059.04	\$0.00	
Project Total:	\$908,458.06									

PROJECT: 002-0721 - BUBB - MPR MODERNIZATION/CONSTRUCTION

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$427,771.59	\$0.00	\$0.00	\$0.00	\$0.00	\$77,038.04				
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$5,452,297.93	\$22.56	\$0.00	\$4,005.00	\$1,449.70	\$80,385.37	\$26,007.75	\$0.00	\$0.00	
Project Total:	\$6,068,977.94									

PROJECT: 002-0723 - BUBB - FURNITURE/FIXTURES/EQUIPMENT

C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,917.40	\$0.00	
Project Total:	\$9,917.40									

PROJECT: 002-0728 - BUBB - PORTABLE REFRESH PROJECT										
B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
Project Total:	\$0.00									

PROJECT: 003-0001 - CASTRO - PHASE 1-TEMP HOUSING & PROGRAM MANAGEMENT										
B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,881.34				

C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$972.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$2,853.34									

PROJECT: 003-0002 - CASTRO - PHASE 2-NEW CONSTRUCTION & PROGRAM MANAGE										
B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$1,890.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
Project Total:	\$1,890.00									

PROJECT: 003-0701 - CASTRO - CONSTRUCTION PROGRAM MANAGEMENT										
A - SITE										
	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,600.00	\$0.00	\$0.00	\$0.00

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$899,095.58	\$0.00	\$0.00	\$0.00	\$0.00	\$154,691.89				

C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$713,592.50	\$0.00	\$143,244.00	\$9,720.00	\$6,965.50	\$0.00	\$1,431.94	\$0.00	
Project Total:	\$1,951,341.41									

PROJECT: 003-0707 - CASTRO - CLASSROOM/BUILDING - NEW										
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A - SITE										
	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,450.00	\$0.00	\$0.00	\$0.00
B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$848,295.22	\$0.00	\$0.00	\$0.00	\$0.00	\$101,908.31				
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$25,854,679.99	\$6,258.68	\$0.00	\$147,224.94	\$530.02	\$273,000.00	\$245,583.50	\$121,006.57	\$0.00	
Project Total:	\$27,630,937.23									
PROJECT: 003-0708 - CASTRO - CLASSROOM/BUILDING - MODERNIZATION										
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$10,338.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$10,338.75									
PROJECT: 003-0709 - CASTRO - SITE IMPROVEMENTS/FIELDS										
A - SITE										
	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$0.00									
PROJECT: 003-0719 - CASTRO - TEMP HOUSING CONSTRUCTION PROJECT										
A - SITE										
	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$268,919.00	\$0.00	\$0.00	\$0.00
B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	(\$39,360.12)	\$0.00	\$0.00	\$0.00	\$0.00	\$371,002.43				

C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$36.04	\$0.00	\$447,128.16	\$283,094.43	\$18,140.00	\$6,115.75	\$8,574.02	\$0.00	
Project Total:	\$1,363,649.71									

PROJECT: 003-0723 - CASTRO - FURNITURE/FIXTURES/EQUIPMENT										
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,793.55	\$0.00	
Project Total:	\$17,793.55									

PROJECT: 004-0000 - HUFF - SITEWIDE										
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$17,359.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$17,359.00									

PROJECT: 004-0001 - HUFF - PHASE 1 - TEMP HOUSING & PROGRAM MANAGEMENT										
B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$4,779.37	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				

C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$0.00	\$0.00	\$19,290.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$24,069.37									

PROJECT: 004-0701 - HUFF - CONSTRUCTION PROG MANAGEMENT										
A - SITE										
	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,535.00	\$0.00	\$0.00	\$0.00

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$91,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,651.98				

C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$561,290.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,699.72	\$0.00	
Project Total:	\$699,176.92									

PROJECT: 004-0708 - HUFF - CLASSROOM/BUILDING - MODERNIZATION										
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A - SITE										
	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$86,076.00	\$0.00	\$0.00	\$0.00

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$428,293.01	\$0.00	\$0.00	\$0.00	\$0.00	\$110,090.00				

C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$8,448,718.87	\$8,678.63	\$0.00	\$109,766.67	\$2,426.90	\$128,962.07	\$20,484.00	\$117,995.26	\$0.00	
Project Total:	\$9,461,491.41									

PROJECT: 004-0719 - HUFF - TEMP HOUSING CONSTRUCTION PROJECT

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80,601.41				

C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$512,783.00	\$7.08	\$0.00	\$0.00	\$126,214.30	\$4,000.00	\$0.00	\$26,501.90	\$0.00	
Project Total:	\$750,107.69									

PROJECT: 004-0721 - HUFF - MPR MOD/CONSTRUCTION

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$427,771.57	\$0.00	\$0.00	\$0.00	\$0.00	\$77,472.90				

C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$5,160,768.43	\$22.56	\$0.00	\$355,493.00	\$0.00	\$80,096.60	\$27,094.75	\$0.00	\$0.00	
Project Total:	\$6,128,719.81									

PROJECT: 004-0723 - HUFF - FURNITURE/FIXTURES/EQUIPMENT

C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,850.97	\$0.00	
Project Total:	\$2,850.97									

PROJECT: 004-0728 - HUFF - PORTABLE REFRESH PROJECT

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
Project Total:	\$0.00									

PROJECT: 005-0000 - LANDELS - SITEWIDE

C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$17,359.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$17,359.00									

PROJECT: 005-0001 - LANDELS -PHASE 1-TEMP HOUSING & PROGRAM MANAGEMENT

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$4,779.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				

C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$0.00	\$0.00	\$6,550.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$11,329.38									

PROJECT: 005-0002 - LANDELS - PHASE 2-NEW CONSTRUCTION & PROGRAM MANAG

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$177.20				
Project Total:	\$177.20									

PROJECT: 005-0701 - LANDELS - CONSTRUCTION PROG MANAGEMENT

A - SITE										
	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,105.00	\$0.00	\$0.00	\$0.00

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$91,000.02	\$0.00	\$0.00	\$0.00	\$0.00	\$2,723.48				

C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$561,290.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,262.20	\$0.00	
Project Total:	\$694,380.92									

PROJECT: 005-0708 - LANDELS - CLASSROOM/BUILDING - MODERNIZATION

A - SITE										
	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$113,769.00	\$0.00	\$0.00	\$0.00
B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$428,292.99	\$0.00	\$0.00	\$0.00	\$0.00	\$113,809.94				
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$8,209,053.66	\$14,077.13	\$0.00	\$38,390.96	\$3,444.18	\$127,106.66	\$17,330.55	\$107,897.53	\$0.00	
Project Total:	\$9,173,172.60									

PROJECT: 005-0709 - LANDELS - SITE IMPROVEMENTS/FIELDS

A - SITE										
	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$498,932.87	\$0.00	\$0.00	\$0.00
B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$47,866.49	\$0.00	\$0.00	\$0.00	\$0.00	\$3,385.00				
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$19,981.57	\$0.00	\$0.00	\$0.00	\$16,000.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$586,165.93									

PROJECT: 005-0719 - LANDELS - TEMP HOUSING CONSTRUCTION PROJECT

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$126,360.23				
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$559,930.00	\$7.07	\$0.00	\$0.00	\$209,404.30	\$4,000.00	\$0.00	\$39,950.46	\$0.00	
Project Total:	\$939,652.06									

PROJECT: 005-0721 - LANDELS - MPR MOD/CONSTRUCTION

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$422,471.57	\$0.00	\$0.00	\$0.00	\$0.00	\$80,254.04				

C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$5,252,881.38	\$30.98	\$0.00	\$4,005.00	\$828.40	\$81,324.00	\$30,964.75	\$0.00	\$0.00	
Project Total:	\$5,872,760.12									

PROJECT: 005-0723 - LANDELS - FURNITURE/FIXTURES/EQUIPMENT

C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,897.48	\$0.00	
Project Total:	\$9,897.48									

PROJECT: 005-0728 - LANDELS - PORTABLE REFRESH PROJECT

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
Project Total:	\$0.00									

PROJECT: 006-0001 - MONTA LOMA -PHASE 1-TEMP HOUSING & PROGRAM MANAGE.

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$1,887.50	\$0.00	\$0.00	\$0.00	\$0.00	\$122.69				
Project Total:	\$2,010.19									

PROJECT: 006-0002 - MONTA LOMA - PHASE 2-NEW CONSTR. & PROGRAM MANAGE.

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$59,288.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
Project Total:	\$59,288.40									

PROJECT: 006-0701 - MONTA LOMA - CONSTRUCTION PROG MANAGEMENT

A - SITE										
	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,900.00	\$0.00	\$0.00	\$0.00

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$311,296.93	\$0.00	\$0.00	\$0.00	\$0.00	\$36,289.60				

C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$578,649.07	\$0.00	\$19,400.00	\$0.00	\$6,839.00	\$0.00	\$867.99	\$0.00	
Project Total:	\$974,242.59									

PROJECT: 006-0708 - MONTA LOMA - CLASSROOM/BUILDING - MODERNIZATION										
B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$1,022,675.73	\$0.00	\$0.00	\$0.00	\$0.00	\$157,547.28				
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$10,952,374.63	\$1,346.14	\$0.00	\$5,905.00	\$6,784.12	\$86,477.00	\$30,606.75	\$127,527.92	\$0.00	
Project Total:	\$12,391,244.57									
PROJECT: 006-0719 - MONTA LOMA - TEMP HOUSING CONSTRUCTION PROJECT										
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$0.00	\$0.00	\$10,230.60	\$0.00	\$20,000.00	\$4,482.50	\$2,770.11	\$0.00	
Project Total:	\$37,483.21									
PROJECT: 006-0721 - MONTA LOMA - MPR MOD/CONSTRUCTION										
B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$265,901.55	\$0.00	\$0.00	\$0.00	\$0.00	\$39,199.43				
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$4,742,757.37	\$247.95	\$0.00	\$79,600.00	\$0.00	\$72,000.00	\$41,960.75	\$14,548.23	\$0.00	
Project Total:	\$5,256,215.28									
PROJECT: 006-0723 - MONTA LOMA - FURNITURE/FIXTURES/EQUIPMENT										
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,244.03	\$0.00	
Project Total:	\$8,244.03									
PROJECT: 006-0728 - MONTA LOMA - PORTABLE REFRESH PROJECT										
B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
Project Total:	\$0.00									
PROJECT: 007-0701 - VARGAS - CONSTRUCTION PROG MANAGEMENT										



A - SITE										
	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,300.00	\$0.00	\$0.00	\$0.00
B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$13,897.50	\$0.00	\$0.00	\$0.00	\$0.00	\$3,372.01				
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$28,932.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$48,501.51									

PROJECT: 007-0707 - VARGAS - CLASSROOM/BUILDING - NEW

A - SITE										
	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Project Total:	\$0.00									

PROJECT: 008-0000 - THEUERKAUF - SITEWIDE

A - SITE										
	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,672.50	\$0.00	\$0.00	\$0.00
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$18,324.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$34,996.50									

PROJECT: 008-0001 - THEUERKAUF -PHASE 1-TEMP HOUSING & PROGRAM MANAGE.

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$7,202.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
Project Total:	\$7,202.50									

PROJECT: 008-0701 - THEUERKAUF - CONSTRUCTION PROG MANAGEMENT

A - SITE										
	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,230.00	\$0.00	\$0.00	\$0.00

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$22,757.50	\$0.00	\$0.00	\$0.00	\$0.00	\$1,962.30				
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$560,325.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$589,275.02									

PROJECT: 008-0708 - THEUERKAUF - CLASSROOM/BUILDING - MODERNIZATION										
B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$676,108.79	\$0.00	\$0.00	\$0.00	\$0.00	\$82,174.12				
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$6,795,244.88	\$4,743.13	\$0.00	\$54,031.22	\$5,277.08	\$55,500.00	\$4,232.50	\$121,001.33	\$0.00	
Project Total:	\$7,798,313.05									

PROJECT: 008-0719 - THEUERKAUF - TEMP HOUSING CONSTRUCTION PROJECT										
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,542.39	\$0.00	
Project Total:	\$1,542.39									

PROJECT: 008-0721 - THEUERKAUF - MPR MOD/CONSTRUCTION										
B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$58,059.53	\$0.00	\$0.00	\$0.00	\$0.00	\$106,664.05				
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$3,299,885.58	\$493.39	\$0.00	\$0.00	\$831.67	\$215,390.00	\$35,169.50	\$0.00	\$0.00	
Project Total:	\$3,716,493.72									

PROJECT: 008-0728 - THEUERKAUF - PORTABLE REFRESH PROJECT										
B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
Project Total:	\$0.00									

PROJECT: 009-0000 - DISTRICTWIDE - DISTRICTWIDE										
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B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,707.49				
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$177.92	\$0.00	
Project Total:	\$7,885.41									

PROJECT: 009-0700 - DISTRICTWIDE - CAPITAL PROJECTS SERVICES

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$883,795.38				
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,971.85	\$0.00	
Project Total:	\$910,767.23									

PROJECT: 009-0701 - DISTRICTWIDE - CONSTRUCTION PROG MANAGEMENT

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$396,712.91				
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$1,952.96	\$0.00	\$0.00	\$0.00	\$0.00	\$11,518.00	\$6,179.40	\$0.00	
Project Total:	\$416,363.27									

PROJECT: 009-0708 - DISTRICTWIDE - CLASSROOM/BUILDING - MODERNIZATION

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$0.00									

PROJECT: 009-0709 - DISTRICTWIDE - SITE IMPROVEMENTS/FIELDS

A - SITE										
	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$579,692.00	\$0.00	\$0.00	\$0.00

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$27,979.99	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				

C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$23,537.60	\$0.00	\$0.00	\$0.00	\$45,320.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$676,529.59									

PROJECT: 009-0719 - DISTRICTWIDE - TEMP HOUSING CONSTRUCTION PROJECT

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,113.00				

C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,924.25	\$0.00	
Project Total:	\$11,037.25									

PROJECT: 009-0723 - DISTRICTWIDE - FURNITURE/FIXTURES/EQUIPMENT

C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$0.00									

PROJECT: 009-0726 - DISTRICTWIDE - DEFERRED MAINTENANCE

C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$0.00									

PROJECT: 009-0727 - DISTRICTWIDE - SOLAR PROGRAM

A - SITE										
	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$0.00									

PROJECT: 009-0728 - DISTRICTWIDE - PORTABLE REFRESH PROJECT

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$0.00									

PROJECT: 009-0729 - DISTRICTWIDE - NORTH BAYSHORE DEVELOPMENT

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
Project Total:	\$0.00									

PROJECT: 011-0002 - CRITTENDEN - PHASE 2-NEW CONSTR. & PROGRAM MANAGE.

A - SITE										
	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,598.00	\$0.00	\$0.00	\$0.00
B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$6,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,502.07				
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$218,862.00	\$0.00	\$0.00	\$11,250.00	\$0.00	\$25,785.00	\$0.00	\$505.69	\$0.00	
Project Total:	\$294,252.76									

PROJECT: 011-0003 - CRITTENDEN - PHASE 3 -AUDITORIUM & PROGRAM MANAGE.

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$13,008.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,370.86				
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$254,373.70	\$0.00	\$0.00	\$13,613.75	\$430.88	\$10,975.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$302,772.19									

PROJECT: 011-0570 - CRITTENDEN - TECHNOLOGY AND DATA INFRASTRUCTURE

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$26,364.00)				
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$346,449.31	\$0.00	
Project Total:	\$320,085.31									

PROJECT: 011-0700 - CRITTENDEN - CAPITAL PROJECTS SERVICES

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
Project Total:	\$0.00									

PROJECT: 011-0701 - CRITTENDEN - CONSTRUCTION PROG MANAGEMENT

A - SITE										
	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,278,888.78	\$0.00	\$0.00	\$0.00
B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$2,030,825.01	\$0.00	\$0.00	\$93,002.00	\$0.00	\$335,437.37				
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$469,899.43	\$972,742.00	\$1,950.00	\$230,657.88	\$16,097.61	\$234,167.00	\$0.00	\$24,432.33	\$0.00	
RA - RELOCATION ASSISTANCE										
	TENANT AND OWNER	PARCEL/ REAL ESTATE NUMBER	LAST RESORT HOUSING AND/ OR DOWN PAYMENT/RENTAL ASSISTANCE CCR 6102	DISPLACED BUSINESS EXPENSE	MOVING EXPENSE - ACTUAL OR FIXED CCR 6090(a), 6096	BUSINESS REESTABLISHMENT CCR 6090(f)(1), 6094	IN-LIEU OF BUSINESS EXPENSE	FURNITURE & EQUIPMENT PURCHASE VS. MOVING CCR 6090(b)(5)	LOSS OF GOODWILL CCR 6100	
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$123,406.75	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$9,811,506.16									

PROJECT: 011-0705 - CRITTENDEN - AUDITORIUM CONSTRUCT/MAINTENANCE										
A - SITE										
	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$168,131.30	\$0.00	\$0.00	\$0.00	\$0.00	\$36,806.11				
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$7,344,887.30	\$75,841.47	\$0.00	\$97,478.00	\$18,365.28	\$112,500.00	\$46,718.00	\$7,484.77	\$0.00	
RA - RELOCATION ASSISTANCE										
	TENANT AND OWNER	PARCEL/ REAL ESTATE NUMBER	LAST RESORT HOUSING AND/ OR DOWN PAYMENT/RENTAL ASSISTANCE CCR 6102	DISPLACED BUSINESS EXPENSE	MOVING EXPENSE - ACTUAL OR FIXED CCR 6090(a), 6096	BUSINESS REESTABLISMENT CCR 6090(i)(1), 6094	IN-LIEU OF BUSINESS EXPENSE	FURNITURE & EQUIPMENT PURCHASE VS. MOVING CCR 6090(b)(5)	LOSS OF GOODWILL CCR 6100	
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$7,908,212.23									

PROJECT: 011-0707 - CRITTENDEN - CLASSROOM/BUILDING - NEW										
B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$160,295.75	\$0.00	\$0.00	\$0.00	\$0.00	\$42,571.24				
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$7,991,513.54	\$62,538.08	\$59,936.00	\$11,635.00	\$1,893.32	\$112,500.00	\$35,972.00	\$55,031.29	\$0.00	
RA - RELOCATION ASSISTANCE										
	TENANT AND OWNER	PARCEL/ REAL ESTATE NUMBER	LAST RESORT HOUSING AND/ OR DOWN PAYMENT/RENTAL ASSISTANCE CCR 6102	DISPLACED BUSINESS EXPENSE	MOVING EXPENSE - ACTUAL OR FIXED CCR 6090(a), 6096	BUSINESS REESTABLISMENT CCR 6090(i)(1), 6094	IN-LIEU OF BUSINESS EXPENSE	FURNITURE & EQUIPMENT PURCHASE VS. MOVING CCR 6090(b)(5)	LOSS OF GOODWILL CCR 6100	
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$8,533,886.22									

PROJECT: 011-0708 - CRITTENDEN - CLASSROOM/BUILDING - MODERNIZATION										
A - SITE										
	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,639.49				



C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$3,395,474.33	\$0.00	\$0.00	\$6,395.31	\$0.00	\$1,187.00	\$0.00	\$4,074.91	\$0.00	
RA - RELOCATION ASSISTANCE										
	TENANT AND OWNER	PARCEL/ REAL ESTATE NUMBER	LAST RESORT HOUSING AND/ OR DOWN PAYMENT/RENTAL ASSISTANCE CCR 6102	DISPLACED BUSINESS EXPENSE	MOVING EXPENSE - ACTUAL OR FIXED CCR 6090(a), 6096	BUSINESS REESTABLISHMENT CCR 6090(i)(1), 6094	IN-LIEU OF BUSINESS EXPENSE	FURNITURE & EQUIPMENT PURCHASE VS. MOVING CCR 6090(b)(5)	LOSS OF GOODWILL CCR 6100	
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$11,383.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$3,445,154.04									

PROJECT: 011-0709 - CRITTENDEN - SITE IMPROVEMENTS/FIELDS

A - SITE										
	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$918,427.90	\$0.00	\$0.00	\$0.00

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$95,344.58	\$0.00	\$0.00	\$0.00	\$0.00	\$12,532.06				

C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$61,606.52	\$0.00	\$7,407.10	\$1,502.82	\$31,200.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$1,128,020.98									

PROJECT: 011-0718 - CRITTENDEN - RESTROOMS

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
Project Total:	\$0.00									

PROJECT: 011-0721 - CRITTENDEN - MPR MOD/CONSTRUCTION

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,232.05				

C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$0.00	\$0.00	\$34,591.04	\$0.00	\$0.00	\$0.00	\$40.00	\$0.00	
Project Total:	\$40,863.09									

PROJECT: 011-0723 - CRITTENDEN - FURNITURE/FIXTURES/EQUIPMENT

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,430.32				
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$9,380.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$313,013.65	\$0.00	
Project Total:	\$323,823.97									

PROJECT: 011-0724 - CRITTENDEN - KITCHEN MOD/CONSTRUCTION

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,933.58				
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$300,366.00	\$14.54	\$0.00	\$2,500.00	\$0.00	\$987.00	\$0.00	\$50,543.24	\$0.00	
Project Total:	\$373,344.36									

PROJECT: 011-0726 - CRITTENDEN - DEFERRED MAINTENANCE

A - SITE										
	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$813.00	\$0.00	\$0.00	\$0.00
B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,564.00				
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$11,406.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.28	\$0.00	
Project Total:	\$22,783.48									

PROJECT: 011-0728 - CRITTENDEN - PORTABLE REFRESH PROJECT

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
Project Total:	\$0.00									

PROJECT: 013-0701 - COOPER - CONSTRUCTION PROG MANAGEMENT

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,568.75				
Project Total:	\$1,568.75									

PROJECT: 013-0726 - COOPER - DEFERRED MAINTENANCE

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
Project Total:	\$0.00									

PROJECT: 014-0002 - GRAHAM - PHASE 2-NEW CONSTRUCTION & PROGRAM MANAGE

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,602.25				

C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,505.65	\$0.00	
Project Total:	\$3,107.90									

PROJECT: 014-0003 - GRAHAM - PHASE 3- AUDITORIUM & PROGRAM MANAGEMENT

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$5,779.35	\$0.00	\$0.00	\$0.00	\$0.00	\$26,009.69				

C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$316,887.59	\$0.00	\$0.00	\$12,428.25	\$0.00	\$15,351.59	\$0.00	\$0.00	\$0.00	
Project Total:	\$376,456.47									

PROJECT: 014-0570 - GRAHAM - TECHNOLOGY AND DATA INFRASTRUCTURE

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,791.13				

C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$10,144.55	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$356,082.13	\$0.00	
Project Total:	\$394,017.81									

PROJECT: 014-0700 - GRAHAM - CAPITAL PROJECTS SERVICES

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
Project Total:	\$0.00									

PROJECT: 014-0701 - GRAHAM - CONSTRUCTION PROG MANAGEMENT

A - SITE										
	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,600.00	\$0.00	\$0.00	\$0.00

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$1,912,206.07	\$0.00	\$0.00	\$3,928.00	\$0.00	\$356,479.20				

C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$579,515.05	\$737,084.99	\$0.00	\$132,655.36	\$13,133.38	\$100,233.05	\$0.00	\$76,942.52	\$0.00	

RA - RELOCATION ASSISTANCE										
	TENANT AND OWNER	PARCEL/ REAL ESTATE NUMBER	LAST RESORT HOUSING AND/ OR DOWN PAYMENT/RENTAL ASSISTANCE CCR 6102	DISPLACED BUSINESS EXPENSE	MOVING EXPENSE - ACTUAL OR FIXED CCR 6090(a), 6096	BUSINESS REESTABLISHMENT CCR 6090(i)(1), 6094	IN-LIEU OF BUSINESS EXPENSE	FURNITURE & EQUIPMENT PURCHASE VS. MOVING CCR 6090(b)(5)	LOSS OF GOODWILL CCR 6100	
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$97,097.56	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$4,012,875.18									

PROJECT: 014-0705 - GRAHAM - AUDITORIUM CONSTRUCT/MAINTENANCE

A - SITE										
	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,527.79	\$0.00	\$0.00	\$0.00

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$93,679.15	\$0.00	\$0.00	\$0.00	\$0.00	\$21,270.35				

C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$2,663,325.89	\$74,047.92	\$0.00	\$35,366.00	\$0.00	\$101,250.00	\$17,092.75	\$15,594.23	\$0.00	
Project Total:	\$3,027,154.08									

PROJECT: 014-0707 - GRAHAM - CLASSROOM/BUILDING - NEW

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$838.56	\$0.00	\$0.00	\$0.00	\$0.00	\$10,655.36				

C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$645,173.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
RA - RELOCATION ASSISTANCE										
	TENANT AND OWNER	PARCEL/ REAL ESTATE NUMBER	LAST RESORT HOUSING AND/ OR DOWN PAYMENT/RENTAL ASSISTANCE CCR 6102	DISPLACED BUSINESS EXPENSE	MOVING EXPENSE - ACTUAL OR FIXED CCR 6090(a), 6096	BUSINESS REESTABLISHMENT CCR 6090(i)(1), 6094	IN-LIEU OF BUSINESS EXPENSE	FURNITURE & EQUIPMENT PURCHASE VS. MOVING CCR 6090(b)(5)	LOSS OF GOODWILL CCR 6100	
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$656,667.36									

PROJECT: 014-0708 - GRAHAM - CLASSROOM/BUILDING - MODERNIZATION

A - SITE										
	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$534,268.74	\$0.00	\$0.00	\$0.00
B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$51,641.92	\$0.00	\$0.00	\$0.00	\$0.00	\$64,645.09				
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$8,226,690.72	\$8.06	\$0.00	\$1,183.50	\$0.00	\$16,694.00	\$0.00	\$10,251.40	\$0.00	
RA - RELOCATION ASSISTANCE										
	TENANT AND OWNER	PARCEL/ REAL ESTATE NUMBER	LAST RESORT HOUSING AND/ OR DOWN PAYMENT/RENTAL ASSISTANCE CCR 6102	DISPLACED BUSINESS EXPENSE	MOVING EXPENSE - ACTUAL OR FIXED CCR 6090(a), 6096	BUSINESS REESTABLISHMENT CCR 6090(i)(1), 6094	IN-LIEU OF BUSINESS EXPENSE	FURNITURE & EQUIPMENT PURCHASE VS. MOVING CCR 6090(b)(5)	LOSS OF GOODWILL CCR 6100	
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$11,383.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$8,916,766.43									

PROJECT: 014-0709 - GRAHAM - SITE IMPROVEMENTS/FIELDS

A - SITE										
	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,853.11	\$0.00	\$0.00	\$0.00
B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$18,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$429.00				
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$0.00	\$0.00	\$24,199.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$76,281.68									

PROJECT: 014-0711 - GRAHAM - SECURITY SYSTEM - NEW CONSTRUCTION

C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$0.00	\$0.00	\$115,934.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$115,934.62									

PROJECT: 014-0718 - GRAHAM - RESTROOMS

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
Project Total:	\$0.00									

PROJECT: 014-0721 - GRAHAM - MPR MODERNIZATION/CONSTRUCTION

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$838.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				

C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$10,838.56									

PROJECT: 014-0723 - GRAHAM - FURNITURE/FIXTURES/EQUIPMENT

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,654.11				

C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$52,893.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$296,466.86	\$0.00	
Project Total:	\$376,013.97									

PROJECT: 014-0724 - GRAHAM - KITCHEN MOD/CONSTRUCTION

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$117.57				

C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$31,786.59	\$110.00	\$0.00	\$43,637.00	\$0.00	\$1,096.00	\$0.00	\$24,847.38	\$0.00	
Project Total:	\$101,594.54									

PROJECT: 014-0726 - GRAHAM - DEFERRED MAINTENANCE

A - SITE										
	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,570.00	\$0.00	\$0.00	\$0.00
B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,710.00				
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$76,565.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,285.74	\$0.00	
RA - RELOCATION ASSISTANCE										
	TENANT AND OWNER	PARCEL/ REAL ESTATE NUMBER	LAST RESORT HOUSING AND/ OR DOWN PAYMENT/RENTAL ASSISTANCE CCR 6102	DISPLACED BUSINESS EXPENSE	MOVING EXPENSE - ACTUAL OR FIXED CCR 6090(a), 6096	BUSINESS REESTABLISHMENT CCR 6090(i)(1), 6094	IN-LIEU OF BUSINESS EXPENSE	FURNITURE & EQUIPMENT PURCHASE VS. MOVING CCR 6090(b)(5)	LOSS OF GOODWILL CCR 6100	
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$10,007.50	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$106,139.10									

PROJECT: 014-0728 - GRAHAM - PORTABLE REFRESH PROJECT

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
Project Total:	\$0.00									

PROJECT: 014-1202 - GRAHAM -GOAL 1-B/PHASE 2-NEW CONSTR & PROGRAM MGMT

C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$0.00									

PROJECT: 015-0000 - STEVENSON - SITEWIDE

A - SITE										
	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,672.50	\$0.00	\$0.00	\$0.00
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$14,659.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$31,331.50									

PROJECT: 015-0001 - STEVENSON - PHASE 1-TEMP HOUSING & PROGRAM MANAGE.



B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$7,202.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
Project Total:	\$7,202.50									

PROJECT: 015-0701 - STEVENSON - CONSTRUCTION PROGRAM MANAGEMENT

A - SITE										
	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,530.00	\$0.00	\$0.00	\$0.00

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$22,757.50	\$0.00	\$0.00	\$0.00	\$0.00	\$1,453.63				

C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$563,990.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$594,731.35									

PROJECT: 015-0707 - STEVENSON - CLASSROOM/BUILDING - NEW

A - SITE										
	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$0.00	\$0.00

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$922,512.44	\$0.00	\$0.00	\$0.00	\$0.00	\$188,463.31				

C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$16,819,140.60	\$4,765.66	\$0.00	\$404,097.45	\$0.00	\$347,840.00	\$165,994.90	\$51,539.60	\$0.00	
Project Total:	\$18,934,353.96									

PROJECT: 015-0709 - STEVENSON - SITE IMPROVEMENTS/FIELDS

A - SITE										
	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				

C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$0.00									

PROJECT: 015-0719 - STEVENSON - TEMP HOUSING CONSTRUCTION PROJECT

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$341,649.14				

C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$4,444,575.12	\$973.74	\$0.00	\$99,116.01	\$90,360.56	\$30,000.00	\$32,708.25	\$71,234.06	\$0.00	
Project Total:	\$5,110,616.88									

PROJECT: 015-0721 - STEVENSON - MPR MOD/CONSTRUCTION

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56,550.00				

C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,881.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$58,431.00									

PROJECT: 015-0723 - STEVENSON - FURNITURE/FIXTURES/EQUIPMENT

C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$0.00	\$0.00	\$9,000.00	\$0.00	\$0.00	\$0.00	\$10,962.28	\$0.00	
Project Total:	\$19,962.28									

PROJECT: 015-0799 - STEVENSON - MISCELLANEOUS CLOSE-OUT PROJECT

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$34,485.46	\$0.00	\$0.00	\$0.00	\$0.00	\$3,910.74				
Project Total:	\$38,396.20									

PROJECT: 016-0001 - MISTRAL -PHASE 1-TEMP HOUSING & PROGRAM MANAGEMENT

B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,881.35				
Project Total:	\$1,881.35									

PROJECT: 016-0701 - MISTRAL - CONSTRUCTION PROG MANAGEMENT										
B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$556,902.32	\$0.00	\$0.00	\$0.00	\$0.00	\$87,700.49				
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$713,592.50	\$0.00	\$1,710.00	\$0.00	\$1,040.50	\$0.00	\$1,350.00	\$0.00	
Project Total:	\$1,362,295.81									

PROJECT: 016-0707 - MISTRAL - CLASSROOM/BUILDING - NEW										
B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$105.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$105.00									

PROJECT: 016-0708 - MISTRAL - CLASSROOM/BUILDING - MODERNIZATION										
B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$1,108,249.85	\$0.00	\$0.00	\$0.00	\$0.00	\$133,779.58				
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$10,789,167.09	\$14,721.88	\$0.00	\$0.00	\$1,945.14	\$96,070.00	\$34,745.78	\$110,587.37	\$0.00	
Project Total:	\$12,289,266.69									

PROJECT: 016-0719 - MISTRAL - TEMP HOUSING CONSTRUCTION PROJ										
A - SITE										
	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$268,919.00	\$0.00	\$0.00	\$0.00
B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	(\$39,360.11)	\$0.00	\$0.00	\$0.00	\$0.00	\$16,691.06				
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$36.04	\$0.00	\$374,873.62	\$893.40	\$18,140.00	\$6,115.75	\$4,277.85	\$0.00	
Project Total:	\$650,586.61									

PROJECT: 016-0723 - MISTRAL - FURNITURE/FIXTURES/EQUIPMENT										
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,616.74	\$0.00	
Project Total:	\$1,616.74									

PROJECT: 026-0701 - PRESCHOOL - LATHAM - CONSTRUCTION PROG MANAGEMENT										
B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$20,114.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
Project Total:	\$20,114.84									

PROJECT: 026-0708 - PRESCHOOL - LATHAM - CLASSROOM/BUILDING - MODERNIZ										
B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,922.50				
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$44,434.00	\$0.00	\$0.00	\$19,340.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$71,696.50									

PROJECT: 026-0728 - PRESCHOOL - LATHAM - PORTABLE REFRESH PROJECT										
B - PLANNING										
	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
Project Total:	\$0.00									

GRAND TOTALS										
A - SITE										
	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Site:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,880,921.19	\$0.00	\$0.00	\$0.00
B - PLANNING										
	ARCHITECT/ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Planning:	\$14,268,232.00	\$0.00	\$0.00	\$96,930.00	\$0.00	\$5,463,233.72				
C - CONSTRUCTION										
	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Construction:	\$159,366,900.00	\$7,020,794.78	\$61,886.00	\$3,171,424.97	\$987,495.67	\$2,711,100.14	\$861,512.48	\$2,948,609.64	\$0.00	
RA - RELOCATION ASSISTANCE										
	TENANT AND OWNER	PARCEL/REAL ESTATE NUMBER	LAST RESORT HOUSING AND/OR DOWN PAYMENT/RENTAL ASSISTANCE CCR 6102	DISPLACED BUSINESS EXPENSE	MOVING EXPENSE - ACTUAL OR FIXED CCR 6090(A), 6096	BUSINESS REESTABLISMENT CCR 6090(I)(1), 6094	IN-LIEU OF BUSINESS EXPENSE	FURNITURE & EQUIPMENT PURCHASE VS. MOVING CCR 6090(B)(5)	LOSS OF GOODWILL CCR 6090(B)(5)	
Relocation Assistance:	\$0.00	\$0.00	\$0.00	\$0.00	\$253,277.81	\$0.00	\$0.00	\$0.00	\$0.00	

GRAND TOTAL (ALL CATEGORIES)										
Total:	\$206,092,318.40									

# Cumulative Report for Multi-Funded Projects

**from Inception to  
September 15, 2020**



**Mountain View Whisman School District**  
**Budget Report Breakdown by Location for Multi-Funded Projects**  
**As of September 15, 2020**

Location Code	Description	Measure G and COP Funds				Other Funds				Grand Total
		Measure G Total	COP Total	Subtotal		Previous Bond Balance	Deferred Maintenance Balance	Developer Fee Balances	Shoreline EERJPA Balance	
000	Districtwide (Cost of Issuance)	\$ 348,000	\$ 447,060	\$ 795,060		\$ -	\$ -	\$ -	\$ -	\$ 795,060
001	District Office Building	\$ -	\$ 8,898,375	\$ 8,898,375						\$ 8,898,375
002	Bubb	\$ 17,578,577	\$ 136,714	\$ 17,715,291		\$ -	\$ -	\$ -	\$ -	\$ 17,715,291
003	Castro	\$ 30,982,804	\$ 241,657	\$ 31,224,461		\$ -	\$ -	\$ -	\$ -	\$ 31,224,461
004	Huff	\$ 17,087,775	\$ 129,104	\$ 17,216,879		\$ -	\$ -	\$ -	\$ -	\$ 17,216,879
005	Landels	\$ 17,426,327	\$ 136,755	\$ 17,563,082		\$ -	\$ -	\$ -	\$ -	\$ 17,563,082
006	Monta Loma	\$ 18,732,728	\$ 4,635	\$ 18,737,363		\$ -	\$ -	\$ -	\$ -	\$ 18,737,363
007	Vargas	\$ 48,502	\$ 27,901,100	\$ 27,949,602		\$ -	\$ -	\$ -	\$ -	\$ 27,949,602
008	Theuerkauf	\$ 12,236,436	\$ 11,424	\$ 12,247,860		\$ -	\$ -	\$ -	\$ -	\$ 12,247,860
009	Districtwide	\$ 2,051,116	\$ 3,576,144	\$ 5,627,260		\$ 3,719	\$ -	\$ -	\$ -	\$ 5,630,979
011	Crittenden	\$ 32,508,705	\$ 39,517	\$ 32,548,222		\$ 9,388	\$ 1,000,000	\$ 3,550,000	\$ -	\$ 37,107,610
013	Cooper	\$ 1,569	\$ 24,500	\$ 26,069		\$ -	\$ -	\$ -	\$ -	\$ 26,069
014	Graham	\$ 18,177,848	\$ 11,279	\$ 18,189,126		\$ 784,192	\$ -	\$ 2,450,000	\$ 7,427,794	\$ 28,851,113
015	Stevenson	\$ 25,366,609	\$ 357,724	\$ 25,724,332		\$ -	\$ -	\$ -	\$ -	\$ 25,724,332
016	Mistral	\$ 14,309,752	\$ 4,132	\$ 14,313,884		\$ -	\$ -	\$ -	\$ -	\$ 14,313,884
025	Preschool - Montecito	\$ -	\$ 418,203	\$ 418,203						\$ 418,203
026	Preschool - Latham	\$ 91,811	\$ 13,459	\$ 105,270		\$ -	\$ -	\$ -	\$ -	\$ 105,270
TOTAL		\$ 206,948,558	\$ 42,351,781	\$ 249,300,339		\$ 797,299	\$ 1,000,000	\$ 6,000,000	\$ 7,427,794	\$ 264,525,432

## Measure T Overview

On March 3, 2020, 69.5% of the local voters passed Measure T, which will generate funding to provide safe/modern classrooms, arts/science labs at neighborhood schools for quality education; relieve student overcrowding; replace aging roofs, inefficient heating/ventilation systems; upgrade, acquire, construct classrooms, facilities, sites/equipment of the for Mountain View Whisman School District students and staff. The approval percentage was the highest in Santa Clara County of the school bond measures on the ballot.

Measure T will generate up to \$259 million and will ensure our schools continue to provide safe and modern learning environments for our students; for both those who attend now, and those coming to the District in the short-term. Additionally, the District will be able to provide staff and teacher housing at low rental rates to keep them in Mountain View and pay off construction loans to increase the District's flexibility in dealing with long-term growth. Funds will be generated through the sale of general obligation bonds, which are repaid through assessments on residential and commercial property located within the Mountain View Whisman School District. The annual cost to local property owners is limited to \$30 per \$100,000 of assessed property value.

All projects funded by the issuance of Measure T general obligation bonds are subject to review both by the District's Board of Trustees and by an independent citizens' oversight committee. The District also provides many public forums to present progress and seek input from community members, parents, and staff.

The first series of bonds were issued as noted below:

### Measure T – General Obligation Bonds

Series A – Issued 5/19/2020	\$ 85,000,000
Remaining Bond Authorization	<u>\$174,000,000</u>
Total Bond Authorization	<u>\$259,000,000</u>

## Measure T Bond Summary

Series A Bonds Issued	\$ 85,000,000
Interest Earned	\$ 90,247
Trustee Deposit	<u>\$ 19,901</u>
Total Revenues in Fund 212	<u>\$ 85,110,148</u>

---

Project Expenditures as of 9/15/2020	\$ 38,701,325
Encumbrances Remaining (Contracts)	<u>\$ 815,431</u>
Total Current Project Budgets	<u>\$ 39,516,756</u>
Funds Remaining for Additional Projects	<u>\$ 45,593,392</u>
Total Projects for Series A	<u>\$ 85,110,148</u>



## Measure T Financial Summary

### Breakdown of Improvements by Campus

Location Code	Description (A)	Budget Total (B)	Encumbered (C)	Disbursements (D)	Budget Remaining (B-C)	Encumbered Balance (C-D)
001	District Office	\$ 6,803	\$ 6,803	\$ -	\$ -	\$ 6,803
002	Bubb	\$ 28,908	\$ 28,908	\$ (8,784)	\$ -	\$ 20,124
003	Castro	\$ 28,536	\$ 28,536	\$ (8,412)	\$ -	\$ 20,124
004	Huff	\$ 27,836	\$ 27,836	\$ (7,712)	\$ -	\$ 20,124
005	Landels	\$ 29,791	\$ 29,791	\$ (9,664)	\$ -	\$ 20,126
006	Monta Loma	\$ 28,959	\$ 28,959	\$ (8,832)	\$ -	\$ 20,126
007	Vargas	\$ 15,174	\$ 15,174	\$ (980)	\$ -	\$ 14,194
008	Theuerkauf	\$ 27,836	\$ 27,836	\$ (7,712)	\$ -	\$ 20,124
009	Districtwide	\$ 38,808,918	\$ 38,808,918	\$ (38,606,407)	\$ -	\$ 202,512
011	Crittenden	\$ 28,825	\$ 28,825	\$ (8,696)	\$ -	\$ 20,128
014	Graham	\$ 28,799	\$ 28,799	\$ (8,672)	\$ -	\$ 20,127
015	Stevenson	\$ 427,836	\$ 427,836	\$ (17,041)	\$ -	\$ 410,795
016	Mistral	\$ 28,536	\$ 28,536	\$ (8,412)	\$ -	\$ 20,124
<b>TOTAL</b>		<b>\$ 39,516,756</b>	<b>\$ 39,516,756</b>	<b>\$ (38,701,325)</b>	<b>\$ -</b>	<b>\$ 815,431</b>

## Measure T Financial Summary

### Breakdown of Improvements by Project Type

Management Code	Description (A)	Budget Total (B)	Encumbered (C)	Disbursements (D)	Budget Remaining (B-C)	Encumbered Balance (C-D)
0700	Capital Projects Services	\$ 936,338	\$ 936,338	\$ (343,154)	\$ -	\$ 593,184
0701	Construction Program Management	\$ 19,063	\$ 19,063	\$ (19,063)	\$ -	\$ -
0702	COP Debt Repayment	\$ 38,253,518	\$ 38,253,518	\$ (38,253,518)	\$ -	\$ -
0727	Solar Program	\$ 141,000	\$ 141,000	\$ (10,780)	\$ -	\$ 130,220
0731	Fencing	\$ 134,103	\$ 134,103	\$ (74,810)	\$ -	\$ 59,293
0732	Lighting	\$ 28,288	\$ 28,288	\$ -	\$ -	\$ 28,288
0733	HVAC	\$ 4,446	\$ 4,446	\$ -	\$ -	\$ 4,446
<b>TOTAL</b>		<b>\$ 39,516,756</b>	<b>\$ 39,516,756</b>	<b>\$ (38,701,325)</b>	<b>\$ -</b>	<b>\$ 815,431</b>

# **Measure T Master Facilities Plan and Bond Infographics**



# INCLUDED IN MEASURE T

## BENEFITTING ALL SCHOOLS

































































- **Affordable staff housing**
  - Ensures our high-quality teachers and staff can stay in MVWSD
- Vargas Elementary and District Office **construction costs repayment** (certificates of participation)
  - Reduces reliance on lease revenue to free funding for long-term growth solutions

### Bond prioritizes:

- **Staff housing**
- **Construction repayment frees up funding for other school projects**







## WHAT EACH SCHOOL GETS (3-5 YEARS)








Bubb								
Castro								
Crittenden								
Graham								
Huff								
Landels								
Mistral								
Montal Loma								
Stevenson								
Theuerkauf								
Vargas								

## PROJECTS TOUCH EACH SCHOOL


### Safety

- Perimeter controls to monitor access onto campuses during school hours 
- Improved site lighting in parking, playground and other areas 
- Separate adult restrooms at playfields 
- Add storage, removing hazards 

### Operational Efficiency

- Replace aging mechanical HVAC systems 
- Replace windows with high-performing glass. 
- Add shade structures 
- Add solar arrays to offset electrical costs 
- Add landscaping to reduce heat islands 
- Repair site plumbing lines 
- Upgrade electrical 

### Short-Term Growth

- Adding space to Landels and Huff, where the most short-term growth is predicted 

# MASTER FACILITIES PLAN

## PURPOSE

- 10- year plan
- Describes how MVWSD will modernize and redesign existing school campuses as they age and student population grows
- Continues the planning efforts of the former 2010 facilities plan
- Includes feedback from community

## 10 YEARS

### Addresses:

- **Safety/Operational Efficiency**
- **Short-Term Growth**
- **Long-Term Growth**

## FUNDING THE PLAN

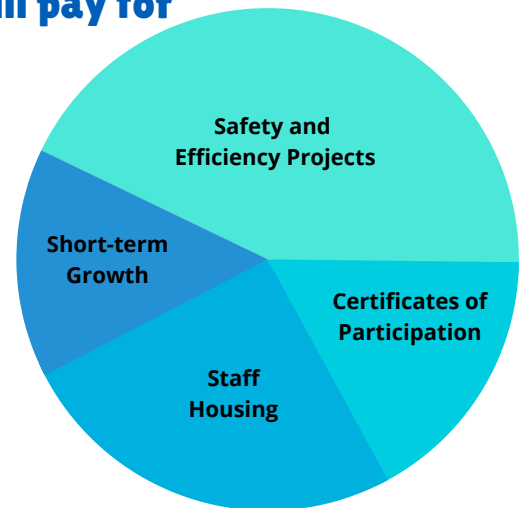
- Former plan documented \$422 million worth of capital projects
- Not every need could be accomplished with Measure G (\$198 million), although many were
- New Bond/Measure T: Cost to taxpayers: \$30 per \$100,000 of assessed (not market) value annually

### Measure T Bond prioritizes:

- **Safety/Operational Efficiency**
- **Short-Term Growth**
- **Long-Term Growth – Not Funded**

## Bond – March 3, 2020

**\$259 million – What Measure T will pay for**



## NOT INCLUDED IN MEASURE T BOND LONG-TERM GROWTH NEEDS

### In the next 5–20 years

**Growth concentrated in North**

**Expected to add 2,500 students to**

**MVWSD = 2 new elementary schools and  
1000 middle school seats**

- More study and community engagement
- Continued advocacy with developers and City on consistent school strategy
- Explore alternative funding options
- Explore the viability of additional land for new schools

# Measure T Construction Projects Master Plan Schedule





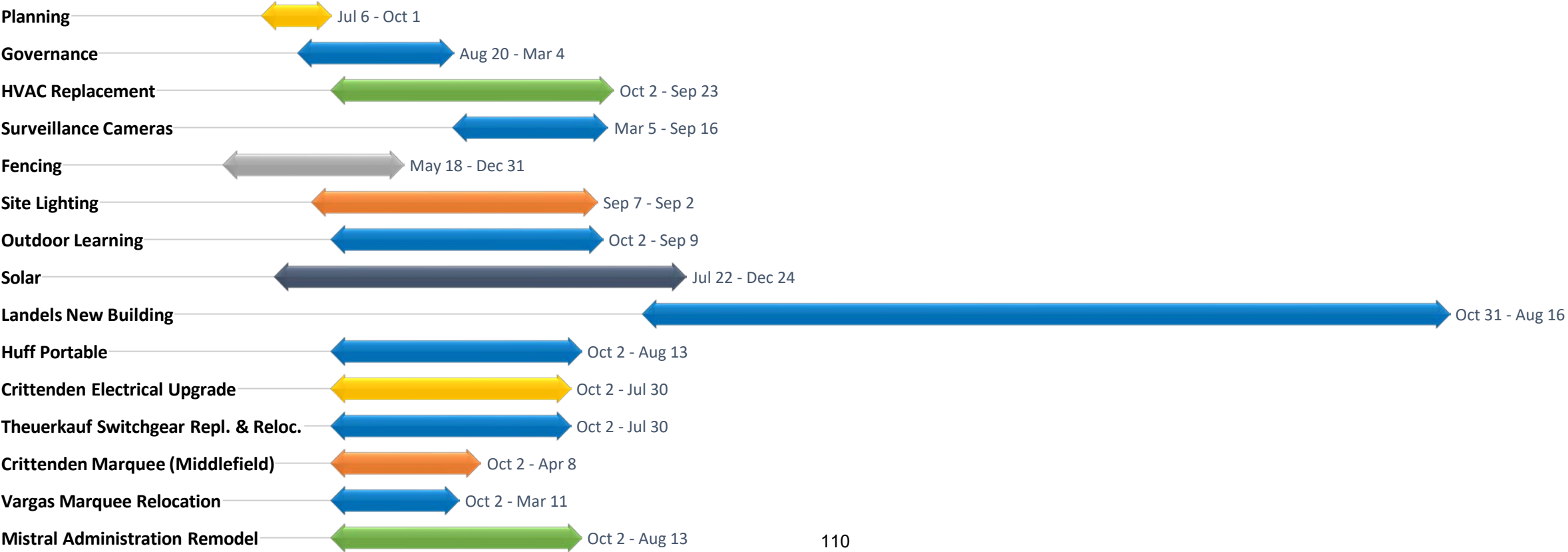
# MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

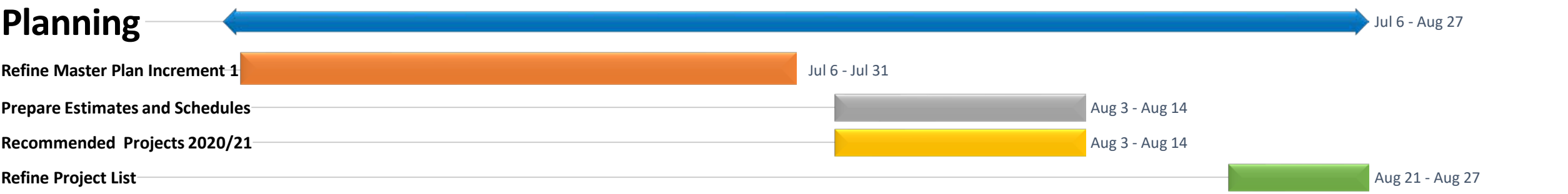
Measure T Construction Projects  
Master Plan Schedule

2020

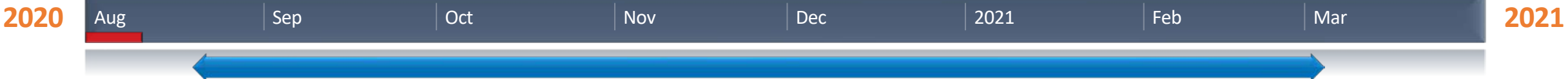


2024



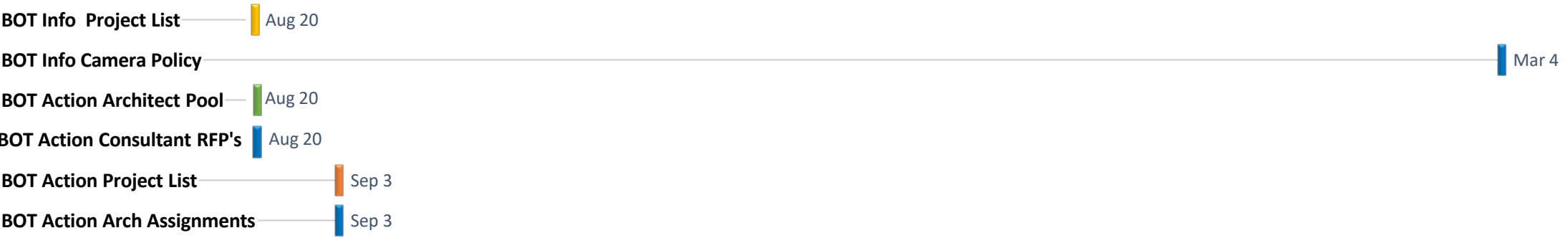






Governance

Aug 20 - Mar 4



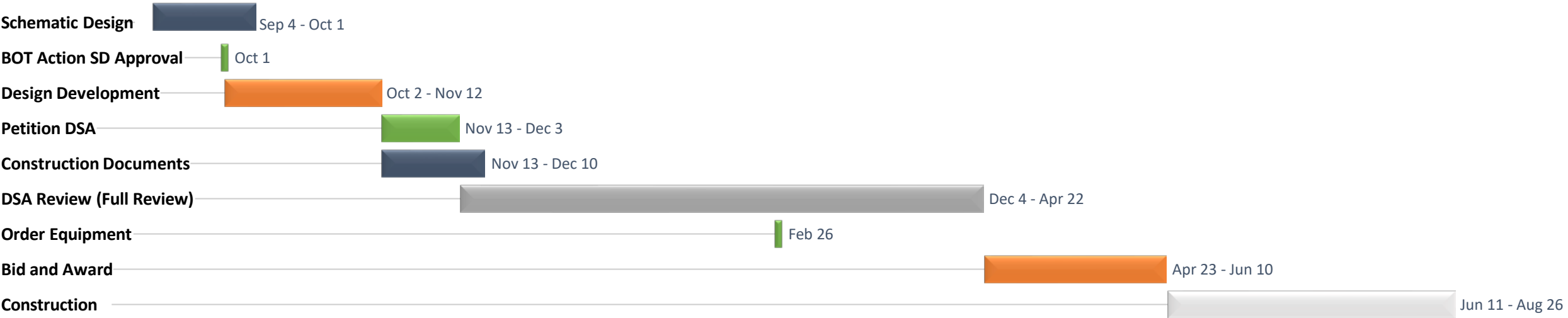
2020

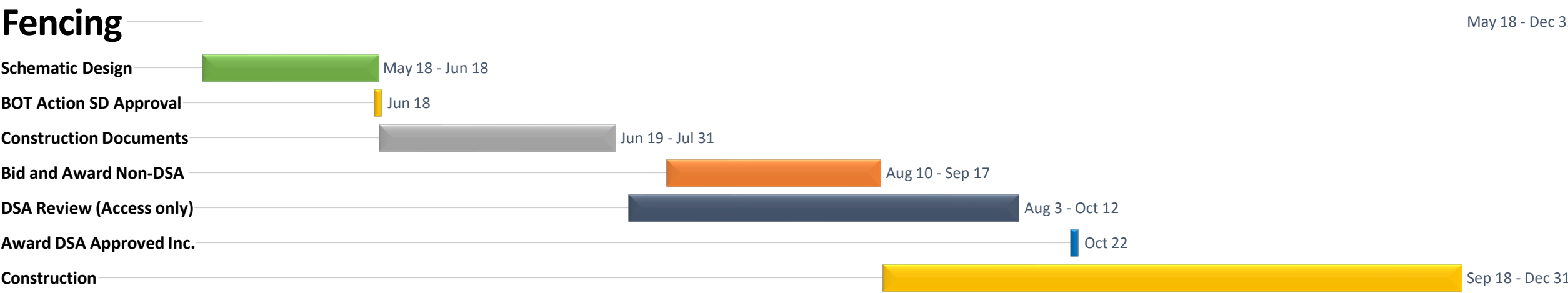


2021

# HVAC Replacement

Sep 4 - Aug 26





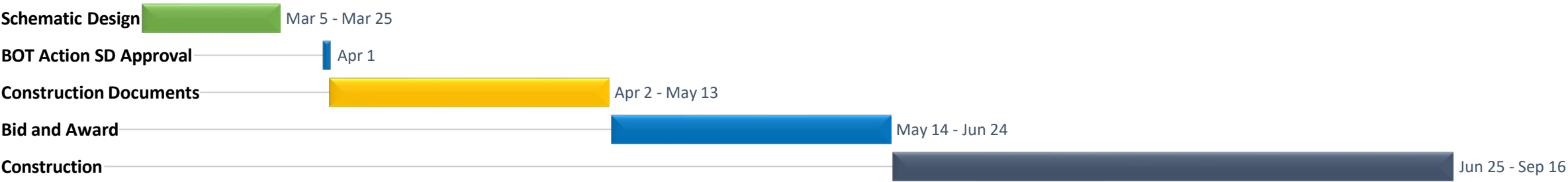
2021



2021

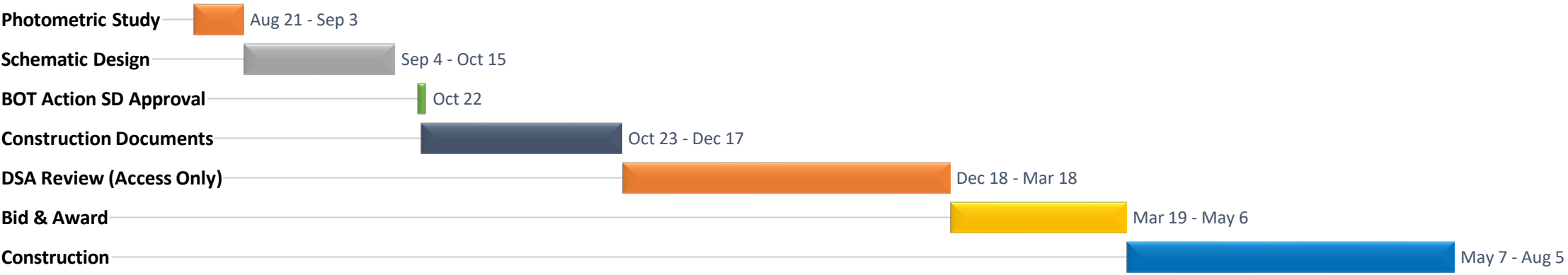
# Surveillance Cameras

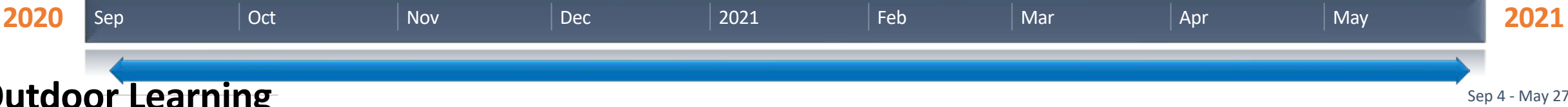
Mar 5 - Sep 16



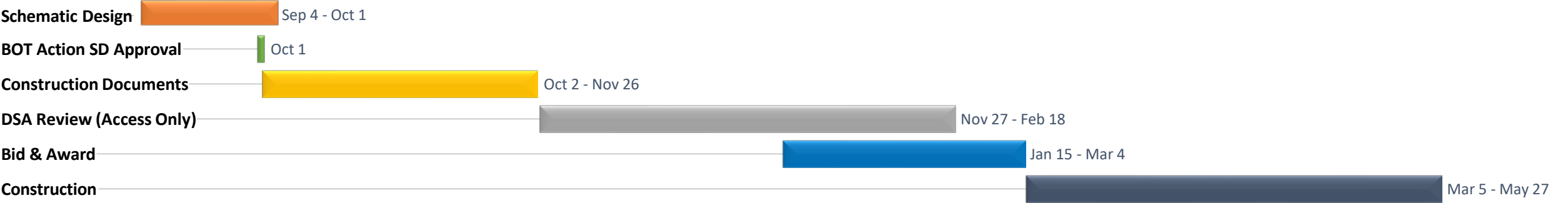


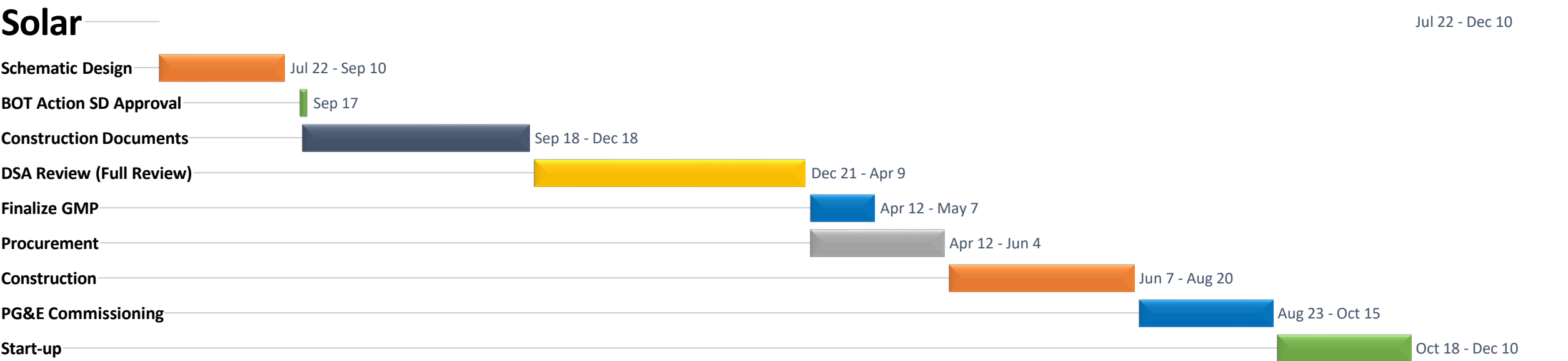
Site Lighting





# Outdoor Learning

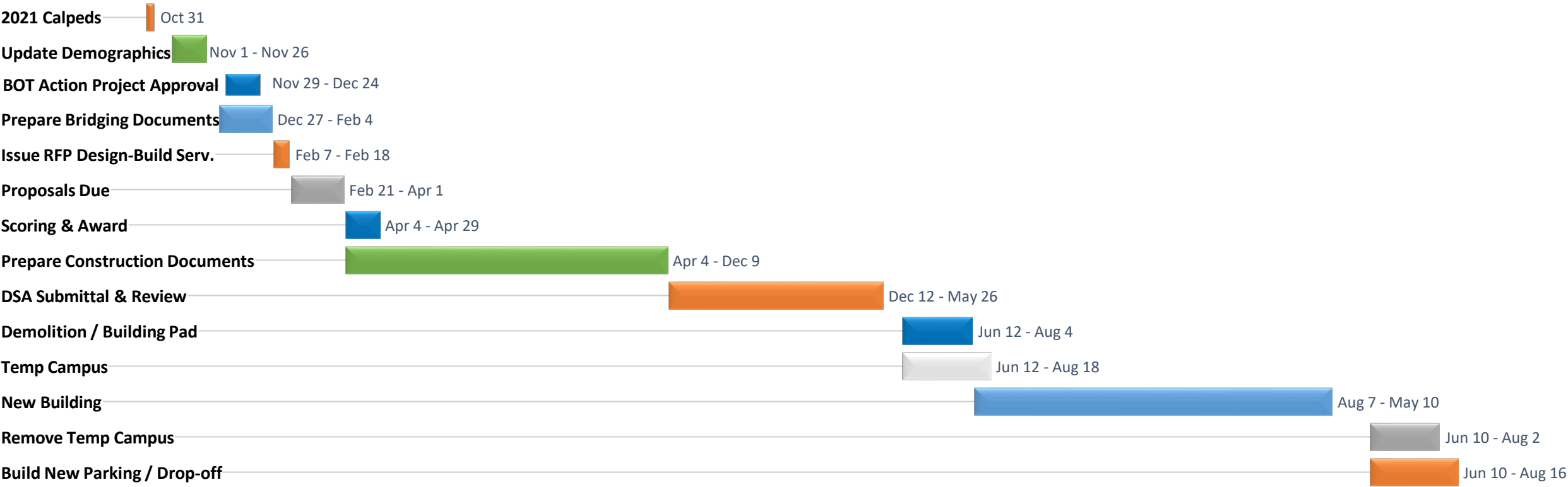






# Landels New Building

Oct 31 - Aug 16





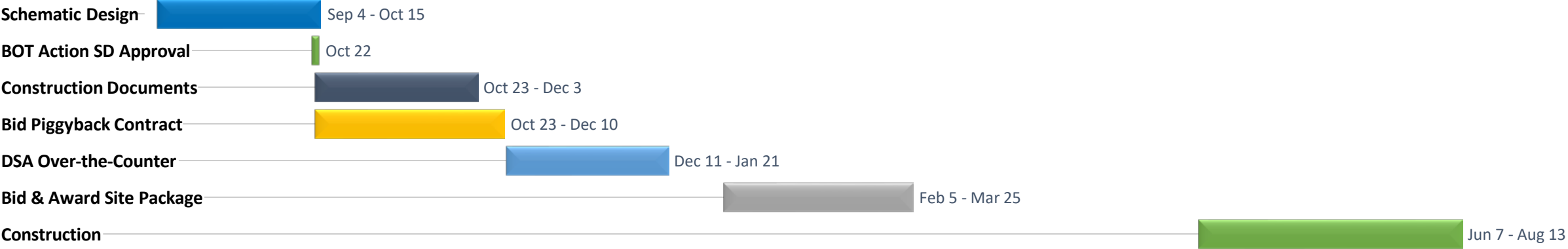
2020



2021

# Huff Portable

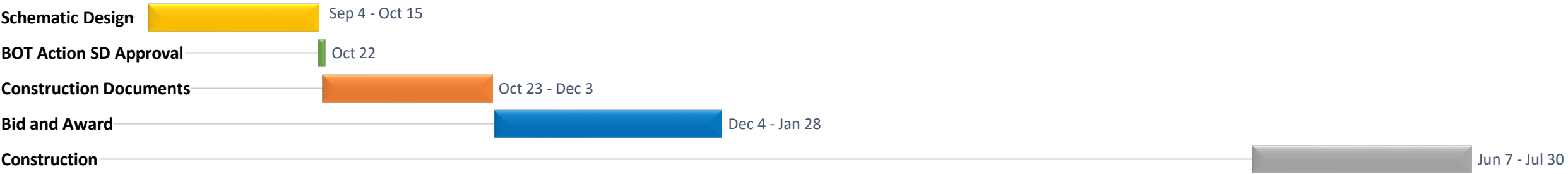
Sep 4 - Aug 13





# Crittenden Electrical Upgrade

Sep 4 - Jul 30



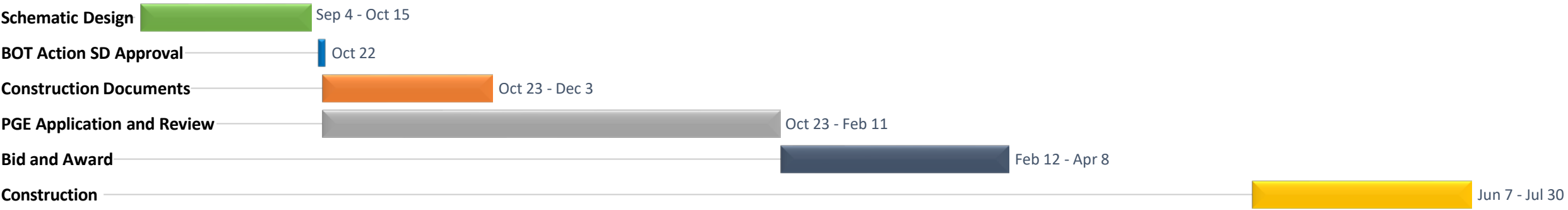
2020



2021

# Theuerkauf Switchgear Replacement and Relocation

Sep 4 - Jul 30



2020



2021

# Crittenden Marquee (Middlefield)

Oct 2 - Apr 8

Schematic Design



Oct 2 - Nov 12

BOT Action SD Approval



Nov 19

Construction Documents



Nov 20 - Dec 31

Bid and Award



Jan 1 - Feb 11

Construction

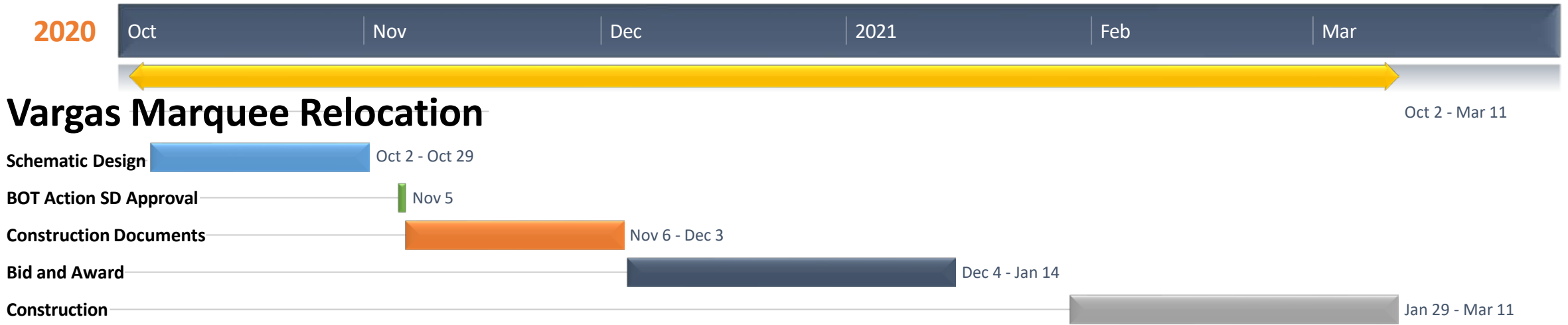


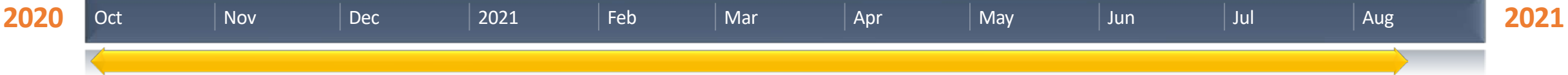
Feb 26 - Apr 8

2020

2021

# Vargas Marquee Relocation





**Mistral Administration Remodel**

Oct 2 - Aug 13



# **Cumulative Measure T Program Overall Summary Report by Project**

**from Inception to  
September 15, 2020**



Project	Total Budget	Encumbered	Expenditures	Remaining Budget	Encumbered Balance
000-0000 - Undesignated - Districtwide	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>000 - Undesignated Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
001-0732 - District Office - Lighting	\$2,356.39	\$2,356.39	\$0.00	\$0.00	\$2,356.39
001-0733 - District Office - HVAC	\$4,446.48	\$4,446.48	\$0.00	\$0.00	\$4,446.48
<b>001 - District Office Subtotal:</b>	<b>\$6,802.87</b>	<b>\$6,802.87</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$6,802.87</b>
002-0727 - Bubb - Solar Program	\$12,818.00	\$12,818.00	(\$980.00)	\$0.00	\$11,838.00
002-0731 - Bubb - Fencing	\$13,733.46	\$13,733.46	(\$7,804.19)	\$0.00	\$5,929.27
002-0732 - Bubb - Lighting	\$2,356.39	\$2,356.39	\$0.00	\$0.00	\$2,356.39
<b>002 - Bubb Subtotal:</b>	<b>\$28,907.85</b>	<b>\$28,907.85</b>	<b>(\$8,784.19)</b>	<b>\$0.00</b>	<b>\$20,123.66</b>
003-0727 - Castro - Solar Program	\$12,818.00	\$12,818.00	(\$980.00)	\$0.00	\$11,838.00
003-0731 - Castro - Fencing	\$13,361.46	\$13,361.46	(\$7,432.19)	\$0.00	\$5,929.27
003-0732 - Castro - Lighting	\$2,356.39	\$2,356.39	\$0.00	\$0.00	\$2,356.39
<b>003 - Castro Subtotal:</b>	<b>\$28,535.85</b>	<b>\$28,535.85</b>	<b>(\$8,412.19)</b>	<b>\$0.00</b>	<b>\$20,123.66</b>
004-0727 - Huff - Solar Program	\$12,818.00	\$12,818.00	(\$980.00)	\$0.00	\$11,838.00
004-0731 - Huff - Fencing	\$12,661.46	\$12,661.46	(\$6,732.19)	\$0.00	\$5,929.27
004-0732 - Huff - Lighting	\$2,356.39	\$2,356.39	\$0.00	\$0.00	\$2,356.39
<b>004 - Huff Subtotal:</b>	<b>\$27,835.85</b>	<b>\$27,835.85</b>	<b>(\$7,712.19)</b>	<b>\$0.00</b>	<b>\$20,123.66</b>
005-0727 - Landels - Solar Program	\$12,818.00	\$12,818.00	(\$980.00)	\$0.00	\$11,838.00
005-0731 - Landels - Fencing	\$14,613.46	\$14,613.46	(\$8,684.19)	\$0.00	\$5,929.27
005-0732 - Landels - Lighting	\$2,359.22	\$2,359.22	\$0.00	\$0.00	\$2,359.22
<b>005 - Landels Subtotal:</b>	<b>\$29,790.68</b>	<b>\$29,790.68</b>	<b>(\$9,664.19)</b>	<b>\$0.00</b>	<b>\$20,126.49</b>
006-0727 - Monta Loma - Solar Program	\$12,818.00	\$12,818.00	(\$980.00)	\$0.00	\$11,838.00
006-0731 - Monta Loma - Fencing	\$13,781.46	\$13,781.46	(\$7,852.19)	\$0.00	\$5,929.27
006-0732 - Monta Loma - Lighting	\$2,359.22	\$2,359.22	\$0.00	\$0.00	\$2,359.22
<b>006 - Monta Loma Subtotal:</b>	<b>\$28,958.68</b>	<b>\$28,958.68</b>	<b>(\$8,832.19)</b>	<b>\$0.00</b>	<b>\$20,126.49</b>
007-0727 - Vargas - Solar Program	\$12,818.00	\$12,818.00	(\$980.00)	\$0.00	\$11,838.00
007-0732 - Vargas - Lighting	\$2,356.39	\$2,356.39	\$0.00	\$0.00	\$2,356.39
<b>007 - Vargas Subtotal:</b>	<b>\$15,174.39</b>	<b>\$15,174.39</b>	<b>(\$980.00)</b>	<b>\$0.00</b>	<b>\$14,194.39</b>
008-0727 - Theuerkauf - Solar Program	\$12,818.00	\$12,818.00	(\$980.00)	\$0.00	\$11,838.00
008-0731 - Theuerkauf - Fencing	\$12,661.46	\$12,661.46	(\$6,732.19)	\$0.00	\$5,929.27
008-0732 - Theuerkauf - Lighting	\$2,356.39	\$2,356.39	\$0.00	\$0.00	\$2,356.39
<b>008 - Theuerkauf Subtotal:</b>	<b>\$27,835.85</b>	<b>\$27,835.85</b>	<b>(\$7,712.19)</b>	<b>\$0.00</b>	<b>\$20,123.66</b>
009-0700 - Districtwide - Capital Projects Services	\$536,337.84	\$536,337.84	(\$333,825.88)	\$0.00	\$202,511.96
009-0701 - Districtwide - Construction Prog Management	\$19,062.90	\$19,062.90	(\$19,062.90)	\$0.00	\$0.00
009-0702 - Districtwide - COP Debt Repayment	\$38,253,517.72	\$38,253,517.72	(\$38,253,517.72)	\$0.00	\$0.00
009-0727 - Districtwide - Solar Program	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>009 - Districtwide Subtotal:</b>	<b>\$38,808,918.46</b>	<b>\$38,808,918.46</b>	<b>(\$38,606,406.50)</b>	<b>\$0.00</b>	<b>\$202,511.96</b>
011-0727 - Crittenden - Solar Program	\$12,820.00	\$12,820.00	(\$980.00)	\$0.00	\$11,840.00



Project	Total Budget	Encumbered	Expenditures	Remaining Budget	Encumbered Balance
011-0731 - Crittenden - Fencing	\$13,645.46	\$13,645.46	(\$7,716.19)	\$0.00	\$5,929.27
011-0732 - Crittenden - Lighting	\$2,359.22	\$2,359.22	\$0.00	\$0.00	\$2,359.22
<b>011 - Crittenden Subtotal:</b>	<b>\$28,824.68</b>	<b>\$28,824.68</b>	<b>(\$8,696.19)</b>	<b>\$0.00</b>	<b>\$20,128.49</b>
014-0727 - Graham - Solar Program	\$12,818.00	\$12,818.00	(\$980.00)	\$0.00	\$11,838.00
014-0731 - Graham - Fencing	\$13,621.51	\$13,621.51	(\$7,692.19)	\$0.00	\$5,929.32
014-0732 - Graham - Lighting	\$2,359.22	\$2,359.22	\$0.00	\$0.00	\$2,359.22
<b>014 - Graham Subtotal:</b>	<b>\$28,798.73</b>	<b>\$28,798.73</b>	<b>(\$8,672.19)</b>	<b>\$0.00</b>	<b>\$20,126.54</b>
015-0700 - Stevenson - Capital Projects Services	\$400,000.00	\$400,000.00	(\$9,328.40)	\$0.00	\$390,671.60
015-0727 - Stevenson - Solar Program	\$12,818.00	\$12,818.00	(\$980.00)	\$0.00	\$11,838.00
015-0731 - Stevenson - Fencing	\$12,661.46	\$12,661.46	(\$6,732.19)	\$0.00	\$5,929.27
015-0732 - Stevenson - Lighting	\$2,356.39	\$2,356.39	\$0.00	\$0.00	\$2,356.39
<b>015 - Stevenson Subtotal:</b>	<b>\$427,835.85</b>	<b>\$427,835.85</b>	<b>(\$17,040.59)</b>	<b>\$0.00</b>	<b>\$410,795.26</b>
016-0727 - Mistral - Solar Program	\$12,818.00	\$12,818.00	(\$980.00)	\$0.00	\$11,838.00
016-0731 - Mistral - Fencing	\$13,361.46	\$13,361.46	(\$7,432.19)	\$0.00	\$5,929.27
016-0732 - Mistral - Lighting	\$2,356.39	\$2,356.39	\$0.00	\$0.00	\$2,356.39
<b>016 - Mistral Subtotal:</b>	<b>\$28,535.85</b>	<b>\$28,535.85</b>	<b>(\$8,412.19)</b>	<b>\$0.00</b>	<b>\$20,123.66</b>
<b>Grand Total:</b>	<b>\$39,516,755.59</b>	<b>\$39,516,755.59</b>	<b>(\$38,701,324.80)</b>	<b>\$0.00</b>	<b>\$815,430.79</b>

# Cumulative Measure T Encumbrance Summary by Vendor

**from Inception to  
September 15, 2020**



## Project: 001-0732 - District Office - Lighting

Vendor	Encumbrance	Expenditure	Balance	Description
Aurum Consulting Engineers	\$2,356.39	\$0.00	\$2,356.39	
<b>Project Total:</b>	<b>\$2,356.39</b>	<b>\$0.00</b>	<b>\$2,356.39</b>	<b>001-0732 - District Office - Lighting</b>

## Project: 001-0733 - District Office - HVAC

Vendor	Encumbrance	Expenditure	Balance	Description
Kawap Inc	\$4,446.48	\$0.00	\$4,446.48	
<b>Project Total:</b>	<b>\$4,446.48</b>	<b>\$0.00</b>	<b>\$4,446.48</b>	<b>001-0733 - District Office - HVAC</b>

## Project: 002-0727 - Bubb - Solar Program

Vendor	Encumbrance	Expenditure	Balance	Description
Sage Renewables	\$12,818.00	(\$980.00)	\$11,838.00	
<b>Project Total:</b>	<b>\$12,818.00</b>	<b>(\$980.00)</b>	<b>\$11,838.00</b>	<b>002-0727 - Bubb - Solar Program</b>

## Project: 002-0731 - Bubb - Fencing

Vendor	Encumbrance	Expenditure	Balance	Description
Greystone West Comp	\$8,433.46	(\$3,880.44)	\$4,553.02	
Hibser Yamauchi Architects	\$5,300.00	(\$3,923.75)	\$1,376.25	
<b>Project Total:</b>	<b>\$13,733.46</b>	<b>(\$7,804.19)</b>	<b>\$5,929.27</b>	<b>002-0731 - Bubb - Fencing</b>

## Project: 002-0732 - Bubb - Lighting

Vendor	Encumbrance	Expenditure	Balance	Description
Aurum Consulting Engineers	\$2,356.39	\$0.00	\$2,356.39	
<b>Project Total:</b>	<b>\$2,356.39</b>	<b>\$0.00</b>	<b>\$2,356.39</b>	<b>002-0732 - Bubb - Lighting</b>

## Project: 003-0727 - Castro - Solar Program

Vendor	Encumbrance	Expenditure	Balance	Description
Sage Renewables	\$12,818.00	(\$980.00)	\$11,838.00	
<b>Project Total:</b>	<b>\$12,818.00</b>	<b>(\$980.00)</b>	<b>\$11,838.00</b>	<b>003-0727 - Castro - Solar Program</b>

Project: 003-0731 - Castro - Fencing				
Vendor	Encumbrance	Expenditure	Balance	Description
Greystone West Comp	\$8,061.46	(\$3,508.44)	\$4,553.02	
Hibser Yamauchi Architects	\$5,300.00	(\$3,923.75)	\$1,376.25	
<b>Project Total:</b>	<b>\$13,361.46</b>	<b>(\$7,432.19)</b>	<b>\$5,929.27</b>	<b>003-0731 - Castro - Fencing</b>

Project: 003-0732 - Castro - Lighting				
Vendor	Encumbrance	Expenditure	Balance	Description
Aurum Consulting Engineers	\$2,356.39	\$0.00	\$2,356.39	
<b>Project Total:</b>	<b>\$2,356.39</b>	<b>\$0.00</b>	<b>\$2,356.39</b>	<b>003-0732 - Castro - Lighting</b>

Project: 004-0727 - Huff - Solar Program				
Vendor	Encumbrance	Expenditure	Balance	Description
Sage Renewables	\$12,818.00	(\$980.00)	\$11,838.00	
<b>Project Total:</b>	<b>\$12,818.00</b>	<b>(\$980.00)</b>	<b>\$11,838.00</b>	<b>004-0727 - Huff - Solar Program</b>

Project: 004-0731 - Huff - Fencing				
Vendor	Encumbrance	Expenditure	Balance	Description
Greystone West Comp	\$7,361.46	(\$2,808.44)	\$4,553.02	
Hibser Yamauchi Architects	\$5,300.00	(\$3,923.75)	\$1,376.25	
<b>Project Total:</b>	<b>\$12,661.46</b>	<b>(\$6,732.19)</b>	<b>\$5,929.27</b>	<b>004-0731 - Huff - Fencing</b>

Project: 004-0732 - Huff - Lighting				
Vendor	Encumbrance	Expenditure	Balance	Description
Aurum Consulting Engineers	\$2,356.39	\$0.00	\$2,356.39	
<b>Project Total:</b>	<b>\$2,356.39</b>	<b>\$0.00</b>	<b>\$2,356.39</b>	<b>004-0732 - Huff - Lighting</b>

Project: 005-0727 - Landels - Solar Program				
Vendor	Encumbrance	Expenditure	Balance	Description
Sage Renewables	\$12,818.00	(\$980.00)	\$11,838.00	
<b>Project Total:</b>	<b>\$12,818.00</b>	<b>(\$980.00)</b>	<b>\$11,838.00</b>	<b>005-0727 - Landels - Solar Program</b>

## Project: 005-0731 - Landels - Fencing

Vendor	Encumbrance	Expenditure	Balance	Description
Greystone West Comp	\$9,313.46	(\$4,760.44)	\$4,553.02	
Hibser Yamauchi Architects	\$5,300.00	(\$3,923.75)	\$1,376.25	
<b>Project Total:</b>	<b>\$14,613.46</b>	<b>(\$8,684.19)</b>	<b>\$5,929.27</b>	<b>005-0731 - Landels - Fencing</b>

## Project: 005-0732 - Landels - Lighting

Vendor	Encumbrance	Expenditure	Balance	Description
Aurum Consulting Engineers	\$2,359.22	\$0.00	\$2,359.22	
<b>Project Total:</b>	<b>\$2,359.22</b>	<b>\$0.00</b>	<b>\$2,359.22</b>	<b>005-0732 - Landels - Lighting</b>

## Project: 006-0727 - Monta Loma - Solar Program

Vendor	Encumbrance	Expenditure	Balance	Description
Sage Renewables	\$12,818.00	(\$980.00)	\$11,838.00	
<b>Project Total:</b>	<b>\$12,818.00</b>	<b>(\$980.00)</b>	<b>\$11,838.00</b>	<b>006-0727 - Monta Loma - Solar Program</b>

## Project: 006-0731 - Monta Loma - Fencing

Vendor	Encumbrance	Expenditure	Balance	Description
Greystone West Comp	\$8,481.46	(\$3,928.44)	\$4,553.02	
Hibser Yamauchi Architects	\$5,300.00	(\$3,923.75)	\$1,376.25	
<b>Project Total:</b>	<b>\$13,781.46</b>	<b>(\$7,852.19)</b>	<b>\$5,929.27</b>	<b>006-0731 - Monta Loma - Fencing</b>

## Project: 006-0732 - Monta Loma - Lighting

Vendor	Encumbrance	Expenditure	Balance	Description
Aurum Consulting Engineers	\$2,359.22	\$0.00	\$2,359.22	
<b>Project Total:</b>	<b>\$2,359.22</b>	<b>\$0.00</b>	<b>\$2,359.22</b>	<b>006-0732 - Monta Loma - Lighting</b>

## Project: 007-0727 - Vargas - Solar Program

Vendor	Encumbrance	Expenditure	Balance	Description
Sage Renewables	\$12,818.00	(\$980.00)	\$11,838.00	
<b>Project Total:</b>	<b>\$12,818.00</b>	<b>(\$980.00)</b>	<b>\$11,838.00</b>	<b>007-0727 - Vargas - Solar Program</b>

## Project: 007-0732 - Vargas - Lighting

Vendor	Encumbrance	Expenditure	Balance	Description
Aurum Consulting Engineers	\$2,356.39	\$0.00	\$2,356.39	
<b>Project Total:</b>	<b>\$2,356.39</b>	<b>\$0.00</b>	<b>\$2,356.39</b>	<b>007-0732 - Vargas - Lighting</b>

## Project: 008-0727 - Theuerkauf - Solar Program

Vendor	Encumbrance	Expenditure	Balance	Description
Sage Renewables	\$12,818.00	(\$980.00)	\$11,838.00	
<b>Project Total:</b>	<b>\$12,818.00</b>	<b>(\$980.00)</b>	<b>\$11,838.00</b>	<b>008-0727 - Theuerkauf - Solar Program</b>

## Project: 008-0731 - Theuerkauf - Fencing

Vendor	Encumbrance	Expenditure	Balance	Description
Greystone West Comp	\$7,361.46	(\$2,808.44)	\$4,553.02	
Hibser Yamauchi Architects	\$5,300.00	(\$3,923.75)	\$1,376.25	
<b>Project Total:</b>	<b>\$12,661.46</b>	<b>(\$6,732.19)</b>	<b>\$5,929.27</b>	<b>008-0731 - Theuerkauf - Fencing</b>

## Project: 008-0732 - Theuerkauf - Lighting

Vendor	Encumbrance	Expenditure	Balance	Description
Aurum Consulting Engineers	\$2,356.39	\$0.00	\$2,356.39	
<b>Project Total:</b>	<b>\$2,356.39</b>	<b>\$0.00</b>	<b>\$2,356.39</b>	<b>008-0732 - Theuerkauf - Lighting</b>

## Project: 009-0700 - Districtwide - Capital Projects Services

Vendor	Encumbrance	Expenditure	Balance	Description
California Financial Services	\$54,000.00	\$0.00	\$54,000.00	
Christy White Assoc.	\$4,500.00	\$0.00	\$4,500.00	
M.V.W.S.D.	\$42,429.44	(\$7,066.98)	\$35,362.46	
Orbach Huff Suarez	\$100,000.00	(\$14,475.50)	\$85,524.50	
U.S. Bank	\$310,408.40	(\$310,408.40)	\$0.00	
Wheehehan School Bus	\$25,000.00	(\$1,875.00)	\$23,125.00	
<b>Project Total:</b>	<b>\$536,337.84</b>	<b>(\$333,825.88)</b>	<b>\$202,511.96</b>	<b>009-0700 - Districtwide - Capital Projects Services</b>

## Project: 009-0701 - Districtwide - Construction Prog Management

Vendor	Encumbrance	Expenditure	Balance	Description
Orbach Huff Suarez	\$19,062.90	(\$19,062.90)	\$0.00	
<b>Project Total:</b>	<b>\$19,062.90</b>	<b>(\$19,062.90)</b>	<b>\$0.00</b>	<b>009-0701 - Districtwide - Construction Prog Management</b>

## Project: 009-0702 - Districtwide - COP Debt Repayment

Vendor	Encumbrance	Expenditure	Balance	Description
U.S. Bank	\$38,253,517.72	(\$38,253,517.72)	\$0.00	
<b>Project Total:</b>	<b>\$38,253,517.72</b>	<b>(\$38,253,517.72)</b>	<b>\$0.00</b>	<b>009-0702 - Districtwide - COP Debt Repayment</b>

## Project: 009-0727 - Districtwide - Solar Program

Vendor	Encumbrance	Expenditure	Balance	Description
Sage Renewables	\$0.00	\$0.00	\$0.00	
<b>Project Total:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>009-0727 - Districtwide - Solar Program</b>

## Project: 011-0727 - Crittenden - Solar Program

Vendor	Encumbrance	Expenditure	Balance	Description
Sage Renewables	\$12,820.00	(\$980.00)	\$11,840.00	
<b>Project Total:</b>	<b>\$12,820.00</b>	<b>(\$980.00)</b>	<b>\$11,840.00</b>	<b>011-0727 - Crittenden - Solar Program</b>

## Project: 011-0731 - Crittenden - Fencing

Vendor	Encumbrance	Expenditure	Balance	Description
Greystone West Comp	\$8,345.46	(\$3,792.44)	\$4,553.02	
Hibser Yamauchi Architects	\$5,300.00	(\$3,923.75)	\$1,376.25	
<b>Project Total:</b>	<b>\$13,645.46</b>	<b>(\$7,716.19)</b>	<b>\$5,929.27</b>	<b>011-0731 - Crittenden - Fencing</b>

## Project: 011-0732 - Crittenden - Lighting

Vendor	Encumbrance	Expenditure	Balance	Description
Aurum Consulting Engineers	\$2,359.22	\$0.00	\$2,359.22	
<b>Project Total:</b>	<b>\$2,359.22</b>	<b>\$0.00</b>	<b>\$2,359.22</b>	<b>011-0732 - Crittenden - Lighting</b>

## Project: 014-0727 - Graham - Solar Program

Vendor	Encumbrance	Expenditure	Balance	Description
Sage Renewables	\$12,818.00	(\$980.00)	\$11,838.00	
<b>Project Total:</b>	<b>\$12,818.00</b>	<b>(\$980.00)</b>	<b>\$11,838.00</b>	<b>014-0727 - Graham - Solar Program</b>

## Project: 014-0731 - Graham - Fencing

Vendor	Encumbrance	Expenditure	Balance	Description
Greystone West Comp	\$8,321.51	(\$3,768.44)	\$4,553.07	
Hibser Yamauchi Architects	\$5,300.00	(\$3,923.75)	\$1,376.25	
<b>Project Total:</b>	<b>\$13,621.51</b>	<b>(\$7,692.19)</b>	<b>\$5,929.32</b>	<b>014-0731 - Graham - Fencing</b>

## Project: 014-0732 - Graham - Lighting

Vendor	Encumbrance	Expenditure	Balance	Description
Aurum Consulting Engineers	\$2,359.22	\$0.00	\$2,359.22	
<b>Project Total:</b>	<b>\$2,359.22</b>	<b>\$0.00</b>	<b>\$2,359.22</b>	<b>014-0732 - Graham - Lighting</b>

## Project: 015-0700 - Stevenson - Capital Projects Services

Vendor	Encumbrance	Expenditure	Balance	Description
Orbach Huff Suarez	\$400,000.00	(\$9,328.40)	\$390,671.60	
<b>Project Total:</b>	<b>\$400,000.00</b>	<b>(\$9,328.40)</b>	<b>\$390,671.60</b>	<b>015-0700 - Stevenson - Capital Projects Services</b>

## Project: 015-0727 - Stevenson - Solar Program

Vendor	Encumbrance	Expenditure	Balance	Description
Sage Renewables	\$12,818.00	(\$980.00)	\$11,838.00	
<b>Project Total:</b>	<b>\$12,818.00</b>	<b>(\$980.00)</b>	<b>\$11,838.00</b>	<b>015-0727 - Stevenson - Solar Program</b>

## Project: 015-0731 - Stevenson - Fencing

Vendor	Encumbrance	Expenditure	Balance	Description
Greystone West Comp	\$7,361.46	(\$2,808.44)	\$4,553.02	
Hibser Yamauchi Architects	\$5,300.00	(\$3,923.75)	\$1,376.25	
<b>Project Total:</b>	<b>\$12,661.46</b>	<b>(\$6,732.19)</b>	<b>\$5,929.27</b>	<b>015-0731 - Stevenson - Fencing</b>

## Project: 015-0732 - Stevenson - Lighting

Vendor	Encumbrance	Expenditure	Balance	Description
Aurum Consulting Engineers	\$2,356.39	\$0.00	\$2,356.39	
<b>Project Total:</b>	<b>\$2,356.39</b>	<b>\$0.00</b>	<b>\$2,356.39</b>	<b>015-0732 - Stevenson - Lighting</b>



## Project: 016-0727 - Mistral - Solar Program

Vendor	Encumbrance	Expenditure	Balance	Description
Sage Renewables	\$12,818.00	(\$980.00)	\$11,838.00	
<b>Project Total:</b>	<b>\$12,818.00</b>	<b>(\$980.00)</b>	<b>\$11,838.00</b>	<b>016-0727 - Mistral - Solar Program</b>

## Project: 016-0731 - Mistral - Fencing

Vendor	Encumbrance	Expenditure	Balance	Description
Greystone West Comp	\$8,061.46	(\$3,508.44)	\$4,553.02	
Hibser Yamauchi Architects	\$5,300.00	(\$3,923.75)	\$1,376.25	
<b>Project Total:</b>	<b>\$13,361.46</b>	<b>(\$7,432.19)</b>	<b>\$5,929.27</b>	<b>016-0731 - Mistral - Fencing</b>

## Project: 016-0732 - Mistral - Lighting

Vendor	Encumbrance	Expenditure	Balance	Description
Aurum Consulting Engineers	\$2,356.39	\$0.00	\$2,356.39	
<b>Project Total:</b>	<b>\$2,356.39</b>	<b>\$0.00</b>	<b>\$2,356.39</b>	<b>016-0732 - Mistral - Lighting</b>
<b>Grand Total:</b>	<b>\$39,516,755.59</b>	<b>(\$38,701,324.80)</b>	<b>\$815,430.79</b>	<b>Mountain View Whisman School District</b>

# **Cumulative Measure T Expenditure Summary by Project**

**from Inception to  
September 15, 2020**



PROJECT: 002-0727 - BUBB - SOLAR PROGRAM

A - SITE

	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$980.00	\$0.00	\$0.00	\$0.00
Project Total:	\$980.00									

PROJECT: 002-0731 - BUBB - FENCING

B - PLANNING

	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$3,923.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				

C - CONSTRUCTION

	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTI...	INTERIM HOUSING	INSPECTIONS	CONSTRUCTI... TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$3,880.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$7,804.19									

PROJECT: 003-0727 - CASTRO - SOLAR PROGRAM

A - SITE

	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$980.00	\$0.00	\$0.00	\$0.00
Project Total:	\$980.00									

PROJECT: 003-0731 - CASTRO - FENCING

B - PLANNING

	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$3,923.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				

C - CONSTRUCTION

	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTI...	INTERIM HOUSING	INSPECTIONS	CONSTRUCTI... TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$3,508.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$7,432.19									

PROJECT: 004-0727 - HUFF - SOLAR PROGRAM

A - SITE

	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$980.00	\$0.00	\$0.00	\$0.00
Project Total:	\$980.00									

PROJECT: 004-0731 - HUFF - FENCING

B - PLANNING

	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$3,923.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				

C - CONSTRUCTION

	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTI...	INTERIM HOUSING	INSPECTIONS	CONSTRUCTI... TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$2,808.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$6,732.19									

PROJECT: 005-0727 - LANDELS - SOLAR PROGRAM

A - SITE

	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$980.00	\$0.00	\$0.00	\$0.00
Project Total:	\$980.00									

PROJECT: 005-0731 - LANDELS - FENCING

B - PLANNING

	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$3,923.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				

C - CONSTRUCTION

	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTI...	INTERIM HOUSING	INSPECTIONS	CONSTRUCTI... TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$4,760.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$8,684.19									

PROJECT: 006-0727 - MONTA LOMA - SOLAR PROGRAM

A - SITE

	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$980.00	\$0.00	\$0.00	\$0.00
Project Total:	\$980.00									

PROJECT: 006-0731 - MONTA LOMA - FENCING

B - PLANNING

	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$3,923.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				

C - CONSTRUCTION

	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTI...	INTERIM HOUSING	INSPECTIONS	CONSTRUCTI... TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$3,928.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$7,852.19									

PROJECT: 007-0727 - VARGAS - SOLAR PROGRAM

A - SITE

	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$980.00	\$0.00	\$0.00	\$0.00
Project Total:	\$980.00									

PROJECT: 008-0727 - THEUERKAUF - SOLAR PROGRAM

A - SITE

	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$980.00	\$0.00	\$0.00	\$0.00
Project Total:	\$980.00									

PROJECT: 008-0731 - THEUERKAUF - FENCING

B - PLANNING

	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$3,923.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				

C - CONSTRUCTION

	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTI...	INTERIM HOUSING	INSPECTIONS	CONSTRUCTI... TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$2,808.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$6,732.19									

PROJECT: 009-0700 - DISTRICTWIDE - CAPITAL PROJECTS SERVICES

B - PLANNING

	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$333,825.88				
Project Total:	\$333,825.88									

PROJECT: 009-0701 - DISTRICTWIDE - CONSTRUCTION PROG MANAGEMENT

B - PLANNING

	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,062.90				
Project Total:	\$19,062.90									

PROJECT: 009-0702 - DISTRICTWIDE - COP DEBT REPAYMENT

B - PLANNING

	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,253,517.72				
Project Total:	\$38,253,517.72									

PROJECT: 011-0727 - CRITTENDEN - SOLAR PROGRAM

A - SITE

	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$980.00	\$0.00	\$0.00	\$0.00
Project Total:	\$980.00									

PROJECT: 011-0731 - CRITTENDEN - FENCING

B - PLANNING

	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$3,923.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				

C - CONSTRUCTION

	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTI...	INTERIM HOUSING	INSPECTIONS	CONSTRUCTI... TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$3,792.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$7,716.19									

PROJECT: 014-0727 - GRAHAM - SOLAR PROGRAM

A - SITE

	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$980.00	\$0.00	\$0.00	\$0.00
Project Total:	\$980.00									

PROJECT: 014-0731 - GRAHAM - FENCING

B - PLANNING

	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$3,923.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				

C - CONSTRUCTION

	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTI...	INTERIM HOUSING	INSPECTIONS	CONSTRUCTI... TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$3,768.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$7,692.19									

PROJECT: 015-0700 - STEVENSON - CAPITAL PROJECTS SERVICES

B - PLANNING

	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,328.40				
Project Total:	\$9,328.40									

PROJECT: 015-0727 - STEVENSON - SOLAR PROGRAM



A - SITE

	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$980.00	\$0.00	\$0.00	\$0.00
Project Total:	\$980.00									

PROJECT: 015-0731 - STEVENSON - FENCING

B - PLANNING

	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$3,923.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				

C - CONSTRUCTION

	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTI...	INTERIM HOUSING	INSPECTIONS	CONSTRUCTI... TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$2,808.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$6,732.19									

PROJECT: 016-0727 - MISTRAL - SOLAR PROGRAM

A - SITE

	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/ PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Category Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$980.00	\$0.00	\$0.00	\$0.00
Project Total:	\$980.00									

PROJECT: 016-0731 - MISTRAL - FENCING

B - PLANNING

	ARCHITECT/ ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Category Totals:	\$3,923.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				

C - CONSTRUCTION

	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTI...	INTERIM HOUSING	INSPECTIONS	CONSTRUCTI... TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Category Totals:	\$0.00	\$3,508.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Project Total:	\$7,432.19									

GRAND TOTALS

A - SITE

	PURCHASE PRICE OF PROPERTY	APPRAISAL FEES	ESCROW COSTS	SURVEYING COSTS	SITE SUPPORT COSTS	HAZARDOUS WASTE REMOVAL	OTHER SITE COSTS	DTSC FEES	POESSA/PEA COSTS	APPRAISAL FEES, ESCROW & SURVEYING COSTS
Site:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,780.00	\$0.00	\$0.00	\$0.00

B - PLANNING

	ARCHITECT/ENGINEERING FEES	DSA FEES	CDE FEES	ENERGY ANALYSIS	PRELIMINARY TESTS	OTHER COSTS				
Planning:	\$39,237.50	\$0.00	\$0.00	\$0.00	\$0.00	\$38,615,734.90				

C - CONSTRUCTION

	MAIN CONSTRUCTION	CONSTRUCTION MANAGEMENT	DEMOLITION	OTHER CONSTRUCTION	INTERIM HOUSING	INSPECTIONS	CONSTRUCTION TESTS	FURNITURE & EQUIPMENT	LABOR COMPLIANCE PROGRAM	
Construction:	\$0.00	\$35,572.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

GRAND TOTAL (ALL CATEGORIES)

Total:	\$38,701,324.80									

**Mountain View Whisman School District  
Measures G and T Citizens' Bond Oversight Committee**

**October 9, 2020**

# **The Brown Act**

**I. Purposes of the Brown Act**

- A. To keep the public informed of the actions, debates and views of locally elected representatives; and
- B. To provide the procedural framework for local legislators to meet, debate, act and listen collectively to their constituents.

**II. Applicability:** Applies to a “member of the legislative body of a local agency” which includes “[a]ny person elected to serve as a member of a legislative body who has not yet assumed the duties of office...” Once elected, officials are expected to know the requirements of the Brown Act, even before taking office. (Government Code § 54952.1)

**III. Legislative Body**

- A. Includes any:
  - 1. Commission
  - 2. Committee
  - 3. Board
  - 4. Other body
  - 5. Also includes advisory committees that are standing committees that have continuing subject matter jurisdiction or fixed meeting schedules. (Government Code § 54952)
- B. Whether:
  - 1. Permanent or Temporary
  - 2. Decision-making or advisory
  - 3. Established by charter, ordinance, resolution, or *formal action of the Board*. (Government Code § 54952)

**IV. Meetings**

- A. Any congregation of a majority of the members of a legislative body at the same time and place to hear, discuss, or deliberate upon any item that is within the subject matter jurisdiction of the legislative body; or

- B. Any use of direct communication, personal intermediary, or technological devices that is employed by a majority of the members of the legislative body to develop a collective concurrence (Government Code § 54952.2), including:
1. Telephone, email, Facebook, Twitter, Instagram, blogs, etc.;
  2. Communication through an intermediary.
- C. **Meetings – substance v. procedure:** Communication limited to providing information (i.e., Superintendent’s weekly report) or procedural or administrative matters (scheduling meetings, determining agenda and time allotted to each of them) do not constitute meetings if they do not constitute *substantive* discussions of a topic within the subject matter of the Board/Committee.
- D. **Meetings – developing a collective concurrence:** Test: If discussion can potentially contribute to developing a collective concurrence, it is likely to constitute a “meeting” for Brown Act purposes. Even if a Board/Committee member does not participate in a discussion, the mere act of listening may contribute to developing a collective concurrence.
- E. **Common scenarios that ARE likely meetings:**
1. **Group Texts.** Text messages in which a majority of the Board/Committee is copied;
  2. **Hub of a Wheel.** Consecutive conversations through intermediary to poll the Board/Committee;
  3. **Daisy Chain.** Consecutive conversations from one person to another to poll the Board/Committee;
  4. **Internet/Blogs.** List-serves in which a majority of the Board/Committee may post comments and responses such that deliberations, discussions or opining can be viewed as a path to a “concurrence.”
- F. **Common scenarios that are likely NOT meetings:** The following scenarios are specifically identified in Government Code section 54952.2(c) as not being meetings, “*provided that a majority of the members do not discuss among themselves, other than as part of the scheduled program, business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.*”

**[No Quorum]** (1) *Individual contacts or conversations between a member of a legislative body and any other person...*

**[General Meetings]** (2) *The attendance of a majority of the members of a legislative body at a conference or similar gathering open to the public that involves a discussion of issues of general interest to the public or to public agencies of the type represented by the legislative body...*

**[Community Meetings]** (3) *The attendance of a majority of the members of a legislative body at an open and publicized meeting organized to address a topic of local community concern by a person or organization other than the local agency...*

**[Public Entity Meetings]** (4) *The attendance of a majority of the members of a legislative body at an open and noticed meeting of another body of the local agency, or at an open and noticed meeting of a legislative body of another local agency...*

**[Parties]** (5) *The attendance of a majority of the members of a legislative body at a purely social or ceremonial occasion...*

**[District Meetings]** (6) *The attendance of a majority of the members of a legislative body at an open and noticed meeting of a standing committee of that body, provided that the members of the legislative body who are not members of the standing committee attend only as observers.*

**G. Meetings – conduct**

1. Regular meetings at least monthly with fixed time and place (Not applicable to an Oversight Committee)
2. Meeting place must be within District boundaries, with limited exceptions (Government Code § 54954)
3. Meeting place must be accessible to public (nondiscriminatory, accessible to disabled, no payment or purchase required)
4. Teleconferencing: must be from publicly accessible location; at least quorum must be within the District boundaries
5. Any person attending may videotape, unless disruptive

**V. Agenda Requirements (handled by District staff)**

- A. 72 hours before regular meeting; 24 hours before special meeting
- B. Sufficient detail to allow public to determine whether to participate (“brief general description”)
- C. Exceptions to standard agenda requirements
  1. Emergency (majority vote);
  2. Need to take immediate action that arose after agenda posted (2/3 vote, unanimous if less than 2/3rds of Board/Committee present);
  3. Responding to questions;
  4. Asking for clarification;
  5. Making a brief announcement or brief report of activity.

**VI. Closed Session – Likely Not Applicable to Oversight Committees**

- A. Real Property Transactions
- B. Pending and Anticipated Litigation
- C. Tort Claims
- D. Threat to Public
- E. Personnel Actions – Appointment, Employment, Evaluation, Discipline/Dismissal/Release
- F. Hearing “Complaints or Charges” against employees require 24-hour notice of right to open session
- G. Negotiations with Represented Employees/Discussions with Unrepresented Employees
- H. Student Expulsion hearings

**VII. Violations of the Brown Act**

- A. Misdemeanor liability exists if there is “intent to deprive public”
- B. Public can sue to stop violation of Brown Act
- C. Require taping of closed session possible remedy
- D. Agency must be given opportunity to cure
- E. Nullification of action taken in violation

## Exhibit 1

### Example of an Email String that Violates the Brown Act (highlights added)

---

**From:** Facilities Secretary  
**To:** [All CBOC Members]  
**Subject:** CBOC Agenda for 2/8/14

Dear Committee Members,  
Attached is the agenda packet for the February 8, 2014, meeting at \_\_\_\_ School.  
Thanks, Facilities Secretary

---

**From:** [one member]  
**Sent:** February 09, 2014 3:24 PM  
**To:** Facilities Secretary; [All CBOC Members]  
**Subject:** Re: CBOC Agenda for 2/8/14

When I reported our last meeting to the \_\_\_\_\_ Tax Payers Group, I had a question I could not answer. If someone on the CBOC committee could answer, or Facilities Secretary, maybe you could get a response from Facilities Director.

Question: When the list was presented for Measure \_\_\_\_ money to be spent, \_\_\_\_\_ does not remember the Administration building at \_\_\_\_\_ being on the list. How do we justify building this Administration Building using these funds?

I looked back through the list that was in the packet and I did not see it either. Would you please help me answer this question?

---

**From:** [another member]  
**Sent:** February 09, 2014 3:45 PM  
**To:** Facilities Secretary; [All CBOC Members]  
**Subject:** RE: CBOC Agenda for 2/8/14

Hi Everyone,

As I understood the audit firms' presentation, the \_\_\_\_\_ Administration Building falls under the list category "Modernization/Renovation" and \_\_\_\_\_ was included in the list of schools slated in this category.

In terms of the actual ballot language, as I understood it, the \_\_\_\_\_ Administration Project falls under the ballot wording "....make essential health, safety and building repairs at aging school facilities....."

**On Thu, Feb 9, 2014 at 6:08 PM,  
[yet another CBOC member wrote]:**

All,

Yes, I thought we had a good discussion on this very topic at our meeting yesterday.

My understanding is the ballot Measure contained language general enough to include a project like a new admin building at \_\_\_\_\_ .

The specific list of projects the school board approved separately before the election was an honest effort by the board at that time to provide a list of projects that would use the proposed Measure \_\_\_\_ funds, but that list was not actually voted on and thereby made binding as part of the ballot measure. The board retained the ability to modify the list later.

So, if a project is not on the list, that's not fatal; the board can add it. What the board can't do is add a project that doesn't meet the more general ballot measure language. It's a good thing for us to ask these questions and get answers, because there needs to be an answer. I don't recall we actually asked about the \_\_\_\_\_ admin building at the meeting. So we've asked it now. \_\_\_\_\_ has it right probably, but let's see what the District says. Facilities Director?

---

**On Feb 16, 2014, at 17:40,  
Facilities Director wrote:**

CBOC Members:

Sorry for the delay in my response. It appears that I was unintentionally left off this email chain. \_\_\_\_\_ was kind enough to catch it and add me on the correspondence.

Although I appreciate the conversation and this is a very good discussion, I cannot provide an answer without creating an infraction. **This is a conversation that must occur in an open, public meeting of the CBOC since the Committee is bound by the restrictions of the Brown Act – California's Open Meeting Law.**

Let's discuss this at our next regularly scheduled meeting (May 9th at 4:30). I can provide an answer at that meeting and will bring all material to back up the answer. I am also going to schedule a short Brown Act presentation/training for that meeting so that we are all up to speed on our guidelines and restrictions.

Thanks and I am so sorry that I can't provide more information.

Facilities Director



---

**From:** [A 4<sup>th</sup> CBOC member]  
**Sent:** February 16, 2014 7:51 PM  
**To:** Facilities Director  
**Cc:** All CBOC members  
**Subject:** Re: CBOC Agenda for 2/8/14

As an individual taxpayer you have the right to ask for information from a public agency (the School district) and they are bound by the Federal Freedom Of Information Act to reply with requested information. The Brown Act is only relevant to quorum membership where an act of the public board (CBOC) has actionable power to influence public policy. If you direct any question to the school district and couch your request as a request per the FOIA, the District must supply an answer timely.

Please copy me with your request and any response that is received.

All the best,

\_\_\_\_\_ Private Citizen

---

**From:** CBOC Chair  
**Date:** Feb 16, 2014 at 8:21 PM  
**Subject:** Re: CBOC Agenda for 2/8/14  
**To:** Facilities Director

Facilities Director,

I don't think anyone would mind if you dealt with \_\_\_\_\_ and \_\_\_\_\_ information request separately. How about if I tell that to the committee and close this off?

I understand what you're saying about the Brown Act. Technically we are in violation by having a meeting "online" with these emails, and you can't sanction that. But as I recall, the only penalty for such a violation—in addition the bad PR it might generate (not really an issue here)—is to rescind any action the CBOC has taken and require that it be discussed and reenacted in a public meeting. Because we're not taking any action, that would seem to be a moot penalty. As a practical matter, no one would care.

*From: Facilities Director  
Sent: February 17, 2014 2:51 PM  
To: Philip J. Henderson  
Subject: Fwd: CBOC Agenda for 2/8/14*

*<Forwarded email string>*

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*From: Philip J. Henderson  
Sent: February 17, 2014 4:42 PM  
To: Facilities Director  
Subject: Fwd: CBOC Agenda for 2/8/14  
CONFIDENTIAL ATTORNEY/CLIENT PRIVILEGED COMMUNICATION*

*Facilities Director,  
I know \_\_\_\_\_ is trying to help, but this is not helpful. See my comments in **BOLD/ALL CAPS/ITALIC** below.  
Thanks. Phil.*

*Facilities Director,*

*I don't think anyone would mind if you dealt with \_\_\_\_\_ and \_\_\_\_\_ information request separately. How about if I tell that to the committee and close this off? **NO. PLEASE JUST LEAVE IT ALONE UNTIL THE NEXT MEETING.***

*I understand what you're saying about the Brown Act. Technically we are in violation by having a meeting "online" with these emails, and you can't sanction that. But as I recall, the only penalty for such a violation—in addition the the bad PR it might generate (not really an issue here)—is to rescind any action the CAC has taken and require that it be discussed and reenacted in a public meeting. Because we're not taking any action, that would seem to be a moot penalty. As a practical matter, no one would care. **IF ONLY THAT WERE TRUE. MORE PEOPLE CARE THAN MR. \_\_\_\_\_ MIGHT BE AWARE. IMPROPER ACTION = IMPROPER ACTION, REGARDLESS OF THE "PENALTY" FOR THAT ACTION AND REGARDLESS OF WHETHER IT IS "TECHNICAL." CONTINUING TO POSSIBLY VIOLATE THE BROWN ACT IN HOPES OF STOPPING A POSSIBLE PREVIOUS VIOLATION IS COMPARABLE TO "TWO WRONGS DON'T MAKE A RIGHT."***

***THERE ARE CRIMINAL PENALTIES FOR VIOLATION OF THE BROWN ACT. NOT LIKELY APPLICABLE IN THIS CONTEXT, BUT THIS NEEDS TO STOP. NOW.***

*Philip J. Henderson*

October 9, 2020

# Roles and Responsibilities of Board, Staff and CBOC

## I. DISTRICT GOVERNING BOARD

### A. GENERAL POWERS

1. **Permissive Code.** The District's Board of Education may initiate and carry on any program, activity, or act in any manner which is not in conflict with, inconsistent with, or preempted by any law and which is not in conflict with the purposes for which school districts are established. (Ed. Code § 35160.)
2. **Delegation.** The Board may execute any powers delegated by law to it or to the District and shall discharge any duty imposed by law upon it or upon the District, and may delegate to an officer or employee of the District any of those powers or duties. The Board, however, retains ultimate responsibility over the performance of those powers or duties so delegated. (Ed. Code § 35161.)

### B. PROVIDE FACILITIES FOR THE EDUCATION OF CHILDREN

1. Evaluate school facilities needs and determine when new facilities are needed.
2. Approve additions or alterations to existing buildings.
3. Select and acquire sites.

### C. DETERMINE THE METHOD OF FINANCING

1. **Bonds.** If a bond measure, call election and arrange for sale of bonds. (Ed. Code § 15140 et seq.)
2. **Prop. 39 Bonds.** If a Proposition 39 Bond Measure,
  - a) **Types of Projects.** Determine scope, locations and schedule of projects and that bond proceeds would only be spent on appropriate types of projects. (Ed. Code § 15100.)
  - b) **List of Projects.** Provide a list of the specific school facilities projects to be funded with bond proceeds. (Cal. Const., Art XIII A, § 1(b)(3)(B).)
  - c) **Evaluate Needs.** Certify that the Board has evaluated safety, class size reduction, and information technology needs in developing the project list. (Cal. Const., Art. XIII A, § 1(b)(3)(B).)

#### D. APPOINT A CITIZENS' BOND OVERSIGHT COMMITTEE (CBOC)

1. **60 Days.** The Board shall establish and appoint members to an independent Citizens' Bond Oversight Committee pursuant to Education Code section 15282 within 60 days of the date that the Board enters the election results on its minutes. (Ed. Code § 15278(a).)
2. **Ineligible Persons/Conflict of Interest.** The Board must appoint CBOC members from statutorily-specified community groups. (Ed. Code § 15282(a).). The Board may not appoint any:
  - a) Employee or official of the District to the CBOC.
  - b) Vendor, contractor, or consultant of the District to the CBOC.
  - c) Persons who have a conflict of interest:
    - (1) With a contractual interest related to the District or CBOC (Gov. Code § 1090 et seq.)
    - (2) Who hold an office incompatible with service on the CBOC (Gov. Code § 1125 et seq.)(Ed. Code § 15282(b).)
3. **Bylaws/Policies.** The Board may establish policies and regulations for the CBOC. These are within the District's Board-approved CBOC Bylaws, which have been shared with the CBOC members.
  - a) Policies and regulations can address the CBOC's purpose, duties, the extent of its authority, member selection and composition, and vacancies, including the time period and process for filling vacancies.
  - b) **Attendance.** The Board can specify that regular attendance at meetings is expected and can address removal and replacement of CBOC members who fail either to attend a specified number of meetings or to submit a written resignation. (Bylaws, §6.9.)
  - c) **Number of Meetings.** The Board can require a minimum number of meetings per year. The current Bylaws state that *"Meetings will occur at least once annually but not more than one a quarter."* (Bylaws, §6.1.)
  - d) **District Attendance Meetings.** The Board may specify that some Board members and the superintendent or designee(s) may attend CBOC meetings.
  - e) The Board should address the situation in which a member ceases to belong to the group he or she was appointed to represent.

## E. IMPLEMENT THE BOND PROGRAM

1. **Bond Program Generally.** The Board shall authorize the bond program budget, scope, schedule and locations. (Ed. Code § 15100.)
2. **Consultants.** The Board shall approve the selection of architects, engineers and other consultants as needed to design and implement facilities improvement projects and to perform the financial and performance audits of the bond funds and program. (Ed. Code § 17266; Gov. Code § 4529.10 et seq.)
3. **Design Approval.** The Board shall obtain all requisite approvals of the design of facilities improvement projects. (Ed. Code §§ 17267 and 17268.)
4. **Contracts & Change Orders.** The Board shall authorize all contracts and all changes to contracts. (Ed. Code § 35200, Public Contract Code § 20111, 20118.4.)
5. **Completion.** The Board shall accept all completed projects.
6. **Project List.** The Board shall ensure that bond funds have been expended only on projects included in a list of the specific school facilities projects to be funded. (Cal. Const., Art. XIII A § 1(b)(3)(C).)
7. **Appropriate Expenditure/Staff Salaries.** The Board shall ensure that the proceeds from the sale of bonds are used only for the purposes of the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities, and not for any other purpose, including teacher and administrator salaries and other school operating expenses. (Cal. Const., Art. XIII A § 1(b)(3)(A).) This has been clarified by the California Attorney General in an advisory opinion that allows school districts to use bond funds to pay for staff that is performing services related to the bond. (Cal. A. G. Opinion; 87 Ops.Cal.Atty.Gen. 157 (2004).)
8. **Performance Audit.** The Board shall conduct an annual, independent performance audit to ensure that the funds have been expended only on the specific projects listed. (Cal. Const., Art. XIII A § 1(b)(3)(C).)
9. **Financial Audit.** The Board shall conduct an annual, independent financial audit of the proceeds from the sale of the bonds until all of the proceeds have been expended for the school facilities projects. (Cal. Const., Art. XIII A, Sec 1(b)(3)(D).)
10. **Technical Assistance.** The Board shall, without expending bond funds, provide the CBOC any necessary technical assistance, administrative assistance in furtherance of its purpose, and sufficient resources to publicize the committee's conclusions. (Ed. Code § 15280(a).)

## II. DISTRICT STAFF

A. **GENERAL POWERS / DELEGATED AUTHORITY.** The Board may delegate its power to contract to the superintendent or designee. No contract made pursuant to a delegation shall be valid or constitute an enforceable obligation of the District unless and until the contract has been approved or ratified by the Board. (Ed. Code § 17604.)

B. **CARRY OUT BOND PROGRAM**

1. **Solicit/Recommend Consultants.** Under Board direction, select consultants for recommendation to the Board. (Gov. Code § 4529.10 et seq.)
2. **Recommend Program Items.** Recommend to the Board the budget, scope, schedule and locations of Bond program work.
3. **Oversee Design.** Oversee and assist in the design of bond work to meet the District's needs.
4. **Bidding/Procurement.** Oversee and implement the bidding and other procurement of construction projects. (Pub. Contract Code §§ 100-9203; 20101-20118.4; 22030-22355.)
5. **Recommend Award.** Recommend to the Board the award of contracts to the low responsive, responsible bidder for each formally bid contract or the best value / qualified respondent for each lease-leaseback contract. (Pub. Contract Code § 20111; Ed. Code § 17406.)
6. **Manage Construction.** Oversee and implement the performance of bond-funded construction projects.
7. **Solicit Auditors.** Under Board direction, implement selection of financial and performance auditors. (Cal. Const., Art. XIII A, § 1(b)(3)(C) and (D).)

C. **REPORT TO BOARD AND CBOC**

D. **PROVIDE ADMINISTRATIVE AND TECHNICAL ASSISTANCE TO THE CBOC**

1. This includes administrative and technical assistance for compliance with the Brown Act. (Gov. Code § 54950 et seq.; Ed. Code § 15280(b).)
2. This includes assistance with the preparation of regular reports on committee activities, with at least one report issued each year. (Ed. Code § 15280(b).)
3. This includes making all documents and minutes available on the District's Internet website. (Ed. Code § 15280(b).)

### **III. CITIZENS' BOND OVERSIGHT COMMITTEE**

- A. **INFORM THE PUBLIC CONCERNING THE EXPENDITURE OF BOND REVENUES. (ED. CODE § 15278(B).)**
- B. **ALERT THE PUBLIC TO ANY WASTE OR IMPROPER EXPENDITURE OF SCHOOL CONSTRUCTION BOND MONEY. (ED. CODE § 15264(C).)**
- C. **ACTIVELY REVIEW AND REPORT ON THE PROPER EXPENDITURE OF TAXPAYERS' MONEY FOR SCHOOL CONSTRUCTION (ED. CODE § 15278(B).)**
- D. **ADVISE THE PUBLIC AS TO WHETHER THE DISTRICT IS IN COMPLIANCE WITH THE FOLLOWING ACCOUNTABILITY REQUIREMENTS:**
  - 1. **Appropriate Expenditure/Staff Salaries.** That the proceeds from the sale of bonds be used only for the purposes of the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities, and not for any other purpose, including teacher and administrator salaries and other school operating expenses. This has been clarified by the California Attorney General in an advisory opinion that allows school districts to use bond funds to pay for staff that is performing services related to the bond. (Cal. A. G. Opinion; 87 Ops.Cal.Atty.Gen. 157 (2004).
  - 2. **District Needs.** That the District has provided a list of the specific school facilities projects to be funded and certification that the Board has evaluated safety, class size reduction, and information technology needs in developing that list.
  - 3. **Performance Audit.** That the Board has conducted an annual, independent performance audit to ensure that the funds have been expended only on the specific projects listed.
  - 4. **Financial Audit.** That the Board has conducted an annual, independent financial audit of the proceeds from the sale of the bonds until all of those proceeds have been expended.(Cal. Const., Art. XIII A § 1(b)(3).)
- E. **PROVIDE OVERSIGHT FOR, BUT NOT BE LIMITED TO, BOTH OF THE FOLLOWING ITEMS:**
  - 1. Ensuring that bond revenues are expended only for the purposes of the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities. (Ed. Code § 15278(b)(1).)
  - 2. Ensuring that no funds are used for any teacher or administrative salaries or other school operating expenses, except as permitted under applicable law. (Ed. Code § 15278(b)(2).)
- F. **THE CBOC MAY ENGAGE IN ANY OF THE FOLLOWING ACTIVITIES**
  - 1. **Audits.** Receiving and reviewing copies of the performance audit and financial audit (Ed. Code §§ 15278(c)(1) &(2)) at *"the same time they are submitted to the school district or community college district, no later than March 31 of each year."* (Ed. Code § 15286.). In addition, the District shall

provide the CBOC with any “*responses to any and all findings, recommendations, and concerns*” addressed in those audits. (Ed. Code § 15280(a)(2).)

2. **Inspection.** Inspecting school facilities and grounds to ensure that bond revenues are expended only for proper bond purposes. (Ed. Code § 15278(c)(3).) This is subject to District’s policies.
3. **Deferred Maintenance.** Receiving and reviewing copies of any deferred maintenance proposals or plans developed by the District, if any, including any required reports. (Ed. Code § 15278(c)(4).)  
Note: There is no longer a state requirement to maintain a deferred maintenance program, and only if the District decides to reserve and use funds in its own, optional, deferred maintenance program would that program information be shared with the CBOC.
4. **Cost Saving Measures.** Reviewing efforts by the District to maximize bond revenues by implementing cost-saving measures, including, but not limited to, all of the following:
  - a) Mechanisms designed to reduce the costs of professional fees.
  - b) Mechanisms designed to reduce the costs of site preparation.
  - c) Recommendations regarding the joint use of core facilities.
  - d) Mechanisms designed to reduce costs by incorporating efficiencies in school site design.
  - e) Recommendations regarding the use of cost-effective and efficient reusable facility plans.(Ed. Code § 15278(c)(5).)
5. The CBOC shall issue regular reports on the results of its activities. (Ed. Code § 15280(b).)

G. **REPORT.** Issue a report at least once a year. (Ed. Code §15280(b).)

H. **DOCUMENTS.** The CBOC may receive documents which shall be placed, along with minutes of CBOC proceedings, on the District’s website. (Ed. Code § 15280(b).)

I. **BYLAWS.** The CBOC has adopted operational bylaws to assist it in carrying out its functions. However, the bylaws should not contradict or provide more authority than the applicable state statutes or the District’s policies and regulations and Board-approved Bylaws.

J. **OVERSIGHT.** The CBOC has an oversight role and shall not take part in operating the Bond program. For example:

1. The CBOC has no authority to participate in the school district’s actual bond sale and issuance process, or make decisions regarding the timing, terms, or structure of a bond issuance.
2. The CBOC does not have the authority to select, or participate, in the negotiation or bid process for contractors or consultants for bond projects.
3. Although the CBOC may visit construction sites, the CBOC may not visit construction sites or construction projects without prior permission of the school district’s superintendent, who reserves the right to determine frequency, supervision, and timing of visits.
4. The CBOC may not contact school district contractors or consultants without prior permission of the superintendent.



Mountain View Whisman School District  
**Measure G/T Bond Oversight Committee**

Regular Meeting  
October 9, 2020, 3:00-4:00pm,  
By Video Conference:

<https://mvwsd.zoom.us/meeting/register/tZYqcumuqDsvE9LyFAEO0qpLJap6EQr1-58r>

Dial in Phone Number: (669) 900 6833 (San Jose)  
Meeting ID: 827 5066 0596  
Password: 106052  
There is no participant ID

The Governor has declared a State of Emergency to exist in California as a result of the threat of COVID-19 (aka the "Coronavirus"). The Governor issued Executive Order N-25-20, which directs Californians to follow public health directives including canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still satisfying state transparency requirements. The Governor has also issued Executive Order N-33-20, prohibiting people from leaving their homes or places of residence except to access necessary supplies and services or to engage in specified critical infrastructure employment. The Public's health and well-being are the top priority for the Board of Trustees of the Mountain View Whisman School District and you are urged to take all appropriate health safety precautions. To facilitate this process, the meeting of the Board and its committees, including this Measure G/T Bond

Oversight Committee, will be available by ZOOM  
[\[https://mvwsd.zoom.us/meeting/register/tZYqcumuqDsvE9LyFAEO0qpLJap6EQr1-58r\]](https://mvwsd.zoom.us/meeting/register/tZYqcumuqDsvE9LyFAEO0qpLJap6EQr1-58r).

Members of the public who wish to address the Bond Oversight Committee during the meeting may also email comments to [rwestover@mvwsd.org](mailto:rwestover@mvwsd.org). Staff will make all attempts to share and record any submissions received.

Note: The meeting is being held *solely* by telephonic means and will be made accessible to members of the public seeking to attend and to address the committee *solely* through the link above,

Members of the public seeking to attend and to address the Bond Oversight Committee who require reasonable accommodations to access the meeting, based on disability or other reasons, should contact [rwestover@mvwsd.org](mailto:rwestover@mvwsd.org) at least twenty-four (24) hours in advance of the meeting to make arrangements for reasonable accommodations. (For Special meetings, please request accommodations no less than 12 hours prior to the meeting.)

## 1. Call to Order

## 2. Roll Call

### 2.1 Bond Oversight Committee Members:

X Nimi Berman  
X Cleave Frink  
X Betsy Fowler  
X William Lambert  
X Michael Lehner  
Hafsa Mirza  
X James Perkins  
X Braid Pezzaglia  
X Douglas Radtke

### STAFF

X Rebecca Westover, Ed.D., Chief Business Officer  
X Board Member Observer: Laura Blakely  
X Consultants: Patricia Paulsen, Key Analytics

X Jason Cave, Greystone West Company  
X Phil Henderson, Orbach Huff Suarez + Henderson  
X Ron Wheelahan, Wheelahan Consulting

### 3. Approval of Agenda

- 3.1 Action Item: It is recommended the Bond Oversight Committee approve the agenda as presented.  
Moved by Bill Lambert Seconded by James Perkins

### 4. Approval of Minutes

- 4.1 Action Item: It is recommended the Bond Oversight Committee approve the meeting minutes of the Measure G April 15, 2020, Bond Oversight Committee meeting.  
Moved by Cleave Frink Seconded by Bill Lambert (Michael Lehner abstaining)

### 5. Statements

- 5.1 Public Statements not related to agenda items  
No public statements

### 6. Follow Up to Past Items/New Business

- 6.1 Election of Chair, Vice Chair, and Secretary  
Action Item: it is recommended that the Bond Oversight Committee select a Chair, Vice Chair, and Secretary  
Braid Pezzaglia Chair, Bill Lambert Vice Chair, and Cleave Frink Secretary  
Moved by Michael Lehner and seconded by Douglas Radtke
- 6.2 Determination of terms  
Action Item: It is recommended the Bond Oversight Committee draw for terms pursuant to Section 10.2 of the Bond Oversight Committee's Bylaws.  
Nimi Berman 2 year, 1 year, 2 year  
Cleave Frink 2 year, 2 year, 2 year  
Betsy Fowler 2 year, 1 year, 2 year  
William Lambert 2 year, 2 year, 2 year  
Michael Lehner 2 year, 2 year, 2 year  
Hafsa Mirza 2 year, 2 year, 2 year  
James Perkins 2 year, 1 year, 2 year  
Braid Pezzaglia 2 year, 1 year, 2 year  
Douglas Radtke 2 year, 2 year, 2 year  
Moved by Nimi Berman and seconded by Douglas Radtke
- 6.3 Presentation: "The Brown Act," presented by District's legal counsel Phil Henderson  
Information Item: It is recommended the Bond Oversight Committee receive the information presented.
- 6.4 Presentation: "The Roles and Responsibilities of the Board, Staff and the BOC,, presented by District's legal counsel Phil Henderson  
Information Item: It is recommended the Bond Oversight Committee receive the information presented.

### 7. Project Status

- 7.1 Rebecca Westover and Jason Cave will provide an update on the status of all past and current Measure G and T building projects in the District. This will include a brief update on non-Measure G projects.

Information item: It is recommended the Bond Oversight Committee receive the information presented.

- 7.2 **Budget Review:** Patty Paulsen will present an updated Budget Overview report of all Bond projects since the bond inception of the 2012 Bond Program to the Bond Oversight Committee as well as Measure T.

Information item: It is recommended the Bond Oversight Committee receive the information presented.

#### **8. Future Agenda Items Requested by BOC Members**

Staff housing timeline

Approval of the Bylaws

Discussion of formal report at the end of the year.

#### **9. Adjournment**

Moved by Michael Lehner and seconded by James Perkins. Meeting adjourned at 5:03pm

#### **List of Future Meeting Dates and Locations**

Meetings will be scheduled for October, March, June, and August



Mountain View  
Whisman  
School District

# Measure T Construction Update and Priority 1 Project Proposal

October 9, 2020



Mountain View  
Whisman  
School District

# Strategic Plan 2021

# Goal 5 Resource Stewardship

Goal 5: Students, staff and community members will have access to various resources, such as technology, facilities, furniture, equipment, etc., in a fiscally responsible manner, to fulfill the mission of MVWSD.

# Guiding Principles



Have an approved project list to avoid the costly time delays that impacted Measure G



Create high-quality, equitable learning environments for all students



Involve our community in solutions, planning and implementation



Mountain View  
Whisman  
School District

# Where We Are Now



# Bond Funds Available for Construction

<b>Measure T</b>	
<b>Update: 8/25/2020</b>	
Bond Proceeds	<b>\$259,000,000</b>
Staff Housing	<b>(\$60,000,000)</b>
COP Repayment	<b>(\$38,253,518)</b>
Funds available for construction projects	<b>\$160,746,482</b>

# Process from MFP to Projects

- MFP took a broad look at what was needed
- Current estimates are more developed
- For each project we will bring a more refined budget prior to the start of the project.

# Master Facility Plan to Current Estimates

- All costs were escalated for the life of the bond (October 2024).
- We anticipate doing most of our projects before October 2024, reducing our cost.
- COVID has also slowed escalation.
- These cost savings could allow us to add needed items as Priority 1 projects.

# Master Facility Plan and Current Estimates

#	Description	Budget	MFP Estimate	Reason For Cost Difference
1	Program Costs	\$ 11,771,158		MFP did not itemize. Assume built into individual project budgets.
2	HVAC Replacement	\$ 16,869,300	\$ 15,384,900	MFP did not include Crittenden. Current budget includes Crittenden as units are nearing end of useful life.
3	Security Fences	\$ 2,745,456	\$ 7,391,200	MFP included replacment of all fencing at most sites. Current budget reflects retaining existing fencing where in good condition.
4	Surveillance Cameras	\$ 2,990,812		Included in fencing number above for MFP
5	Site Lighting	\$ 3,119,375	\$ 1,997,000	MFP only includes site lighting at Bubb, Huff and Landels. Current budget reflects need at all sites. We need to do a "light" study at all sites.
6	Storage	\$ 876,156	\$ 3,102,700	MFP includes adding storage closets to each existing classroom. Current budget considers adding exterior custom tuff sheds for general storage based on feedback from sites.
7	Park Toilets	\$ 991,875	\$ 2,304,000	MFP assumes construction of stick build buildings. Current budget reflects purchase of pre-fabricated restroom buildings.
8	Window Replacement	\$ 18,662,100	\$ 27,168,700	MFP includes replacement of entire assembly including framing. Current budget includes replacement of window assembly but not all framing. Additionally MFP budget does not include windows at Theuerkauf or Crittenden. Current budget does include these sites.

# Master Facility Plan and Current Estimates

#	Description	Budget	MFP Estimate	Reason For Cost Difference
9	Paving and Utility Work	\$ 1,671,094	\$ 11,507,700	MFP includes replacement of storm drainage, water and/or sewer systems in their entirety at Landels, Monta Loma and Theuerkauf. Current budget reflects spot replacement only at Crittenden, Monta Loma and Theuerkauf at areas identified by MOT and camera surveys performed under Measure G.
10	Landels New Classroom Building	\$ 24,788,720	\$ 28,130,500	Not enough detail provided with MFP estimate to determine variance in cost.
11	Bottle Fillers	\$ 139,375	\$ 51,300	MPF includes work at Landels only. Current budget reflects upgrading all existing non ADA compliant drinking fountains to ADA compliant fountains with bottle fillers.
12	Solar	\$ 16,750,000	\$ 36,337,200	Unsure what MFP is based on. Current budget is based on current negotiations with the District's selected design build contractor, Engie.
13	Huff Portable	\$ 410,871	\$ 641,073	Not enough detail provided with MFP estimate to determine variance in cost.
14	Theuerkauf New Main Switchboard	\$ 415,569	\$ 1,600,100	Not enough detail provided with MFP estimate to determine variance in cost.
15	Crittenden Upgrade Main Switchboard	\$ 107,646	\$ 615,400	Not enough detail provided with MFP estimate to determine variance in cost.
16	Landels Playground Surfacing	\$ 297,970	\$ 706,500	MPF includes upgrade of playground which was performed under Measure G with matching county funds for all inclusive playground.

# Master Facility Plan and Potential Priority 1 Items

#	New Project Description	Budget	MFP Estimate	Reason For Cost Difference
17	Outdoor Learning Areas	\$ 7,983,936	\$ 30,654,600	MFP included site development of +/- 30,000SF per site to include outdoor learning areas and play areas (noted as "non-ball play areas"). Current budget reflects outdoor learning spaces of a smaller scale. With areas of roughly 400 SF per location with benches, pavers, shade sails and landscaping. On average of 4 per elementary site and 10 per middle school site.
18	Move Vargas sign and add CR sign	\$ 239,303		Not included in the MFP
19	Mistral's Admin Office	\$ 3,008,000		Not included in the MFP
20	Vargas Parking Cover	\$ 503,125		Not included in MFP but identified as priority 1 need by District.

- Total reduction in cost from the MFP estimate to the current estimate is \$34,330,795.92 for current Priority 1 projects.
- The cost of the new items (potential new Priority 1 items) listed above is \$11,734,364



# Bond Oversight Committee Updates

- After each Bond Oversight Committee meeting the board will receive a formal update and presentation.
- There will also be a summer construction presentation as in years past.
- Board will see construction contracts and schematic designs. We will not bring schematic designs for items like HVAC.



Mountain View  
Whisman  
School District

# Current Projects Update



# Priority 1 Projects

- Priority 1 projects in the MFP focused on safety, efficiency, and short term growth.
- The Priority 1 items do not address long-term growth in the district.

# HVAC Replacement and Upgrades

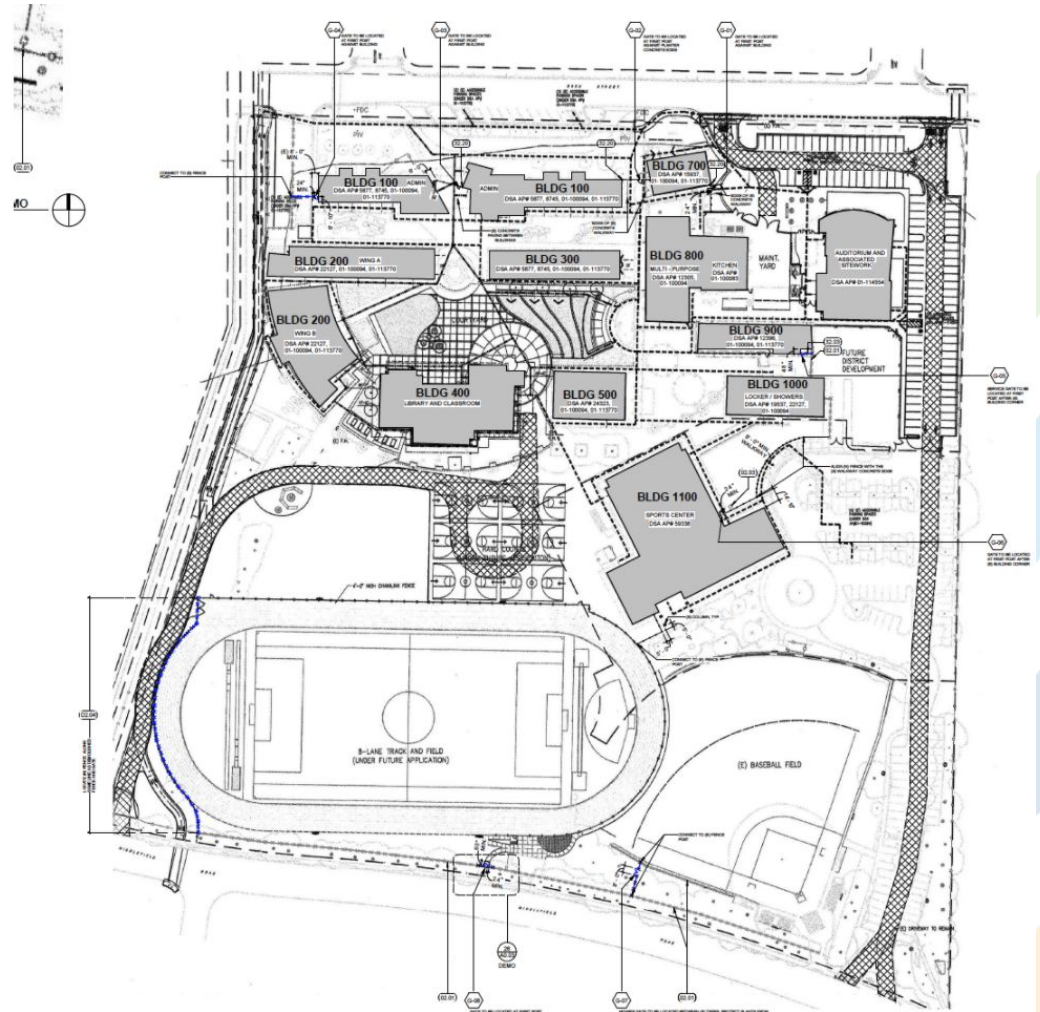
- Replacement of existing equipment Bubb, Huff, Landels, Graham, Theuerkauf, Monta Loma and Crittenden with new split systems or VRF units.
- Rooftop units will be replaced at Crittenden Administration building.
- New Bard units (in portables) at Graham.
- Upgrade controls system at Graham and Crittenden to bring in line with District standard.
- All existing ductwork to remain.

# Perimeter Controls

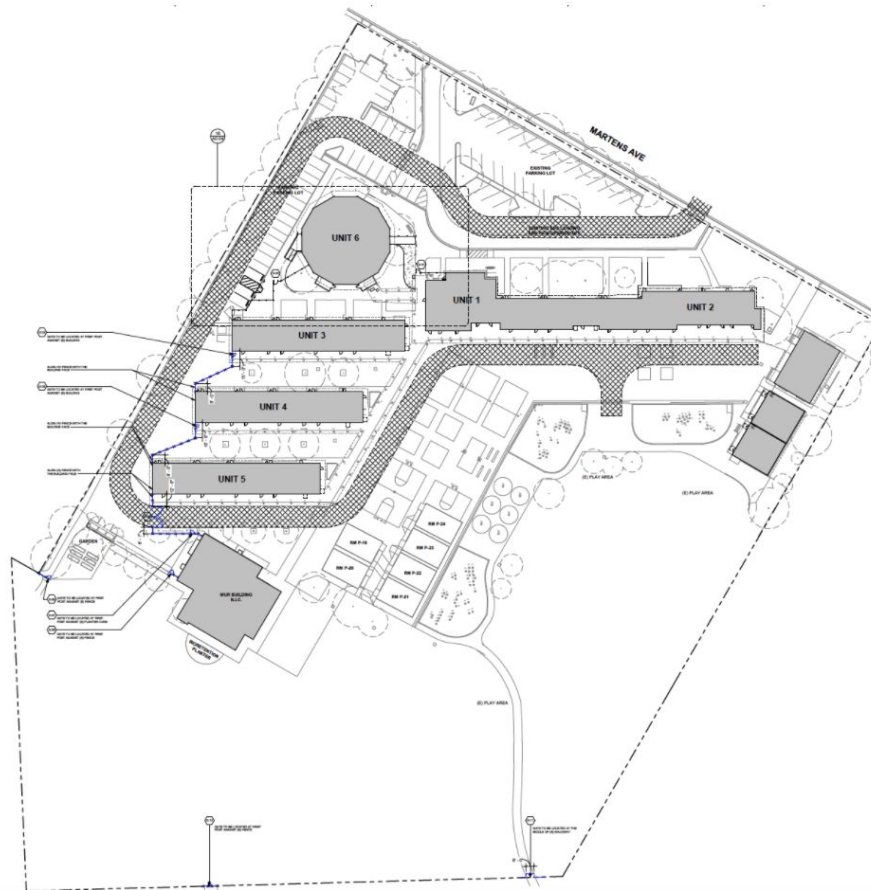
- Includes addition of fencing and gates to completely enclose campus and fields. Fencing and gates would be ornamental metal to match existing at campus frontage and 6' high chain link fencing and gates at property lines and back of campus.
- Gates to have panic hardware and self-closing hinges. Purpose of fencing is to control points of entry during school hours and will be left unlocked for public access after hours and on weekends.
- Gates that are in the field areas will be on automatic locks so the public can access the fields after hours.

# A Few Examples of Placement

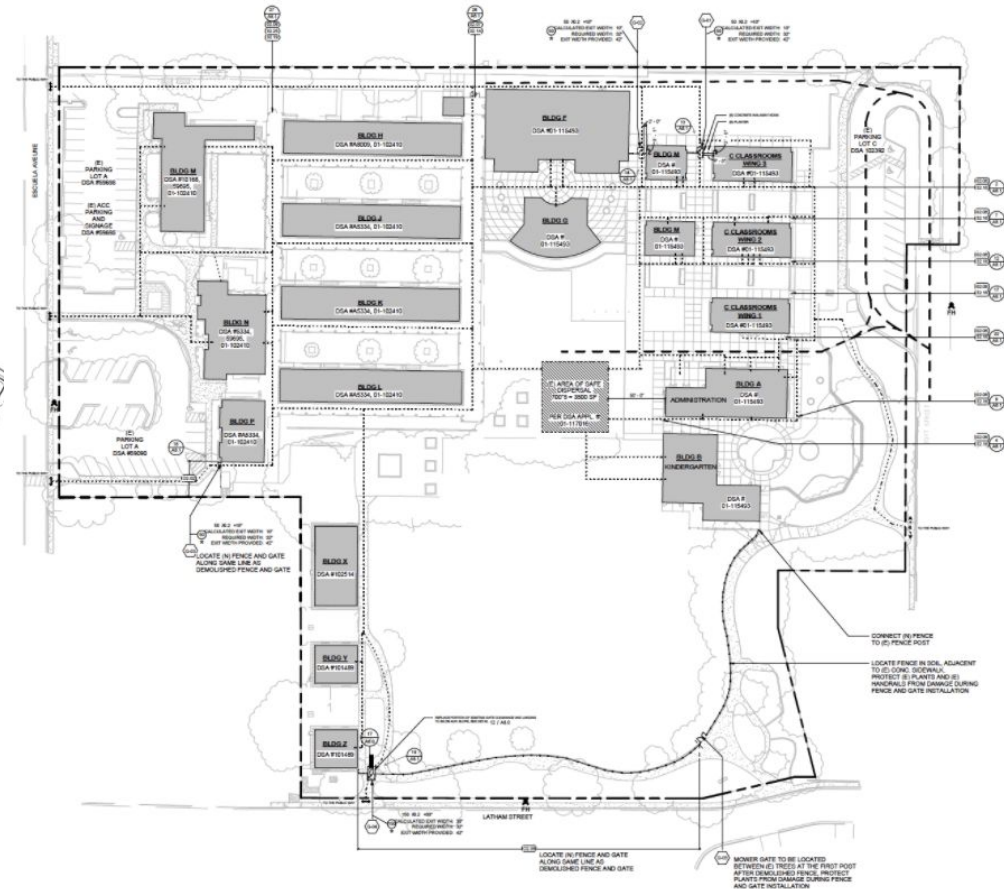
Staff Report has all schools listed in an easier to read format.



## A Few Examples of Placement



Huff



## Castro/Mistral

# Surveillance Cameras

- Placement of between 16 to 36 surveillance cameras per site (quantity varies based on size and layout of site) and associated network-based security monitoring and recording system.
- Cameras will receive power over ethernet (POE).
- Quantities subject to change based on Board policy once established.



# Site Lighting

- New light standards and/or bollard style light post to illuminate path of travel to/from campus and parking lots
- A photometric survey will be done to determine areas of need at each campus.



# Storage

- Storage would be 400 square foot custom Tuff Sheds at Castro, Stevenson and Vargas.
- Custom Tuff sheds would be designed to match adjacent buildings at each site and include a plaster finish.





# Park Toilets

- Purchase and installation of prefabricated, standalone toilet buildings and associated site work at Huff, Landels and Castro/Mistral.
- Toilet room buildings would be concrete or block units. Pricing based on The Public Restroom Company units.
- The units would be maintained by the City and used afterhours.



# Window Replacement

- Replacement of single pane windows at Bubb, Mistral, Crittenden, Graham, Huff, Landels, Monta Loma and Theuerkauf. Scope includes installation of new windows in existing openings with minor dry rot repair where necessary.
- Includes removal and installation of existing window blinds for new windows.
- Does not include any new buildings or window assemblies recently replaced under Measure G



# Paving and Utility Work

- Castro Elementary School - removal of existing pedestrian rated paving adjacent to the existing 2 story classroom building and installation of new vehicular rated paving section and parking space striping and associated signage. 7,000 SF in total.
- Theuerkauf – demolition and repaving of 20,000 SF parking areas along San Luis Avenue.
- Theuerkauf - asphalt overlay and restriping of existing play areas - 60,000 SF.
- Theuerkauf - Includes site investigation, removal, and replacement of existing storm drain piping at interior campus courtyard. Areas identified by MOT as problematic.

# Paving and Utility Work

- Monta Loma - Includes site investigation, removal and replacement of existing storm drain piping adjacent to Multi-Use Building (Between MUR and kinder classroom wing). Areas identified by MOT as problematic.
- Crittenden - Includes site investigation, removal, and replacement of existing storm drain piping at interior campus courtyard adjacent to food service area. Area identified by MOT as problematic.
- Crittenden –upgrade of existing campus public address system. Upgrade to Front Row system as installed at other campuses under Measure G

# Castro Back Lot to Be Repaved and Striped



Mountain View

# Landels New Classroom Building

- Demolition of existing 10,869 SF buildings identified as units 1 (administration) and 2 (classrooms) and construction of new 2-story 15,000 SF building to house administration and ten (10) standard size classrooms with associated site development and landscaping.
- Temporary housing for administration and classrooms displaced during construction.
- Reconfiguration of pickup/drop-off area and parking along West Dana St.
- Budget includes escalation figured at 5% to 2023.



# Design/Build for Landels

- District works with an Architect to prepare “Bridging Documents” to establish the program (location, schedule etc.)
- Prequalified Teams, (Design-Build Entities) are provided with bridging documents, topographic survey, and soils reports.
- Design-Build Entities submit plans roughly equivalent to schematic design drawings along with a guaranteed maximum price contract that is tied to the delivery schedule.
- Proposals are evaluated on a “Best Value Criteria”.
- Often design competitions alone result in projects that are either not financially viable or that are impractical for public schools.

# Bottle Fillers and Fountains

- Replacement of existing non-ADA compliant and/or hi-low drinking fountains at Crittenden, Graham, Mistral, Monta Loma, Theuerkauf and Vargas with new ADA compliant drinking fountains with bottle fillers.
- Addition of 1 bottle filler at Stevenson.





# Solar

- In the spring of 2018 Sage Renewables conducted a feasibility study and presented to the Board.
- At the June 14, 2018 meeting the Board gave direction to continue with the concept of solar panels.
- In May 2020 the district and Engie met with all school sites to get feedback on the design and placement of the solar arrays
- The District is currently working with Engie and Sage on contract revisions and hopes to bring a contract to the board in October.

# A Few Examples of Placement

Staff Report has  
all schools listed

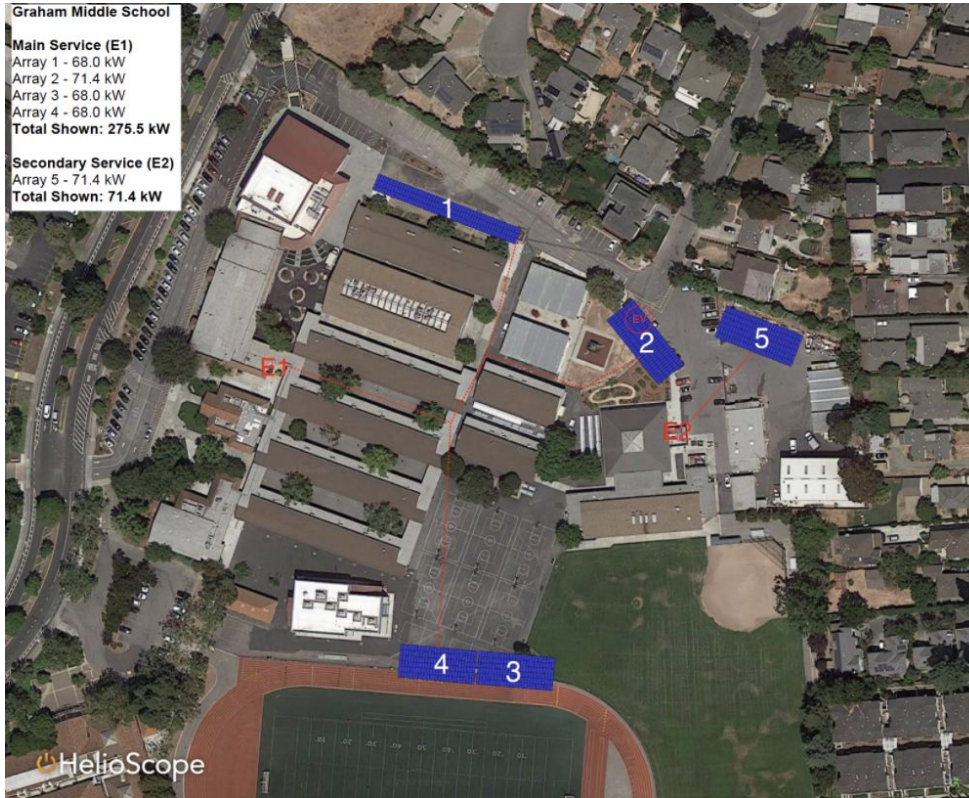
Huff





# A Few Examples of Placement

## Graham



## Castro/Mistral



# Huff Portable

- Installation of one (1) 960 SF standard classroom portable on a permanent concrete foundation including associated sitework and landscaping.
- Standard classroom finish with whiteboard wall, casework and sink and Front Row audio-visual system.
- Location to be determined

# Theuerkauf New Main Switchboard

- Installation of new 2000-amp main switchboard to eliminate existing switchboard located in building C. Location of new equipment would be exterior adjacent to San Luis Ave.
- Block wall enclosure with ornamental metal gate around electrical equipment.

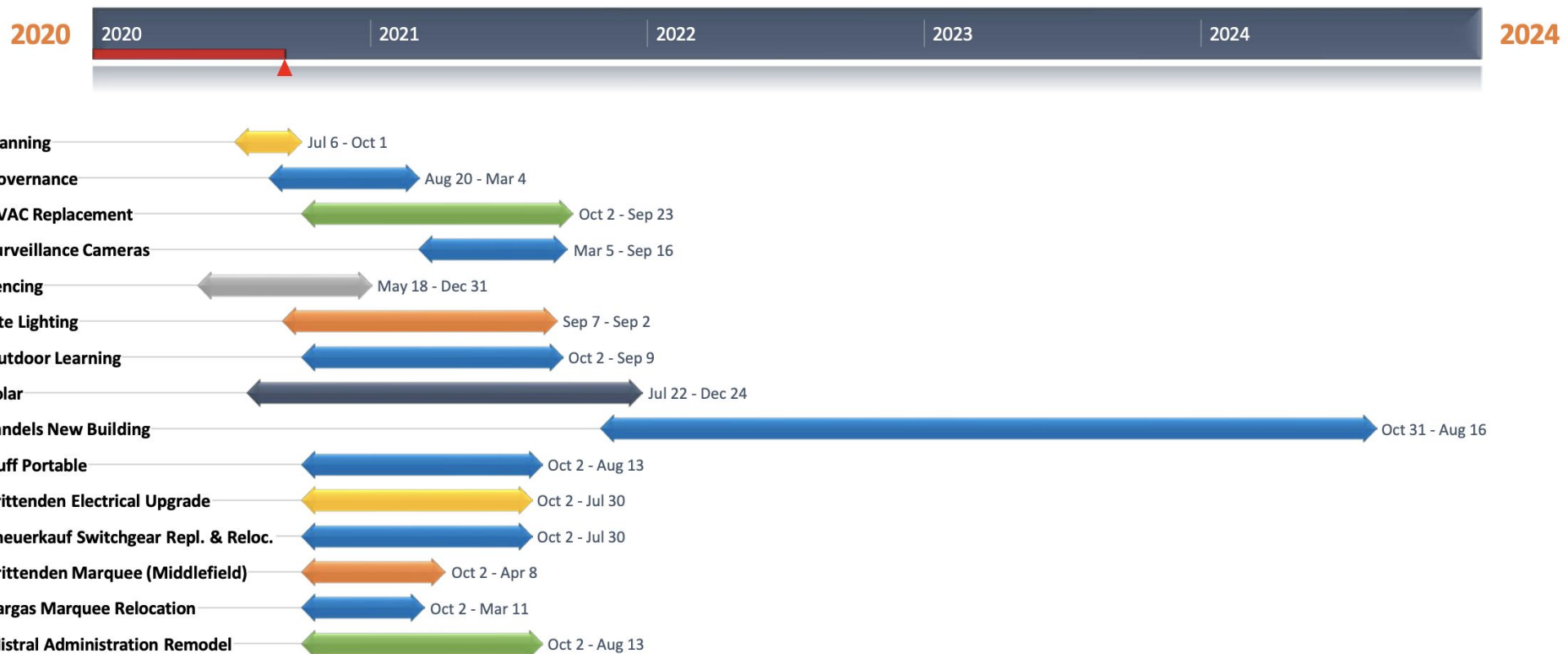
# Crittenden Upgrade Main Switchboard

- Installation of new main breaker and distribution breakers in existing switchboard.

# Landels' Playground Surfacing

- Grind and overlay, seal and striping of existing playground – 53,275 SF. Includes replacement of existing equipment (basketball standards, tetherball, etc.) Does not include new play structures.

# Tentative Timeline for Projects



All tentative timelines provided in board packet

Mountain View Whisman School District





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School District

# Recommendation of Potential Projects to Add to Priority One



Mountain View  
Whisman  
School District

# Outdoor Learning Space

# Many Options

- There are many options to providing outdoor learning spaces ranging from taking chairs outside to creating a space that could be used for several years.
- We have an opportunity to choose what we would like to do unlike other districts who do not have a bond program.
- To make this choice we need more information from the community and Board.

# Exploring Options

- To explore options and use bond funds towards outdoor learning, it needs to be added to the project list.
- Adding outdoor learning spaces to the project list does not obligate the Board to spend a particular amount of money on the project.
  - Rather, it allows the district to explore how we may be able to fill the need for outdoor learning spaces.

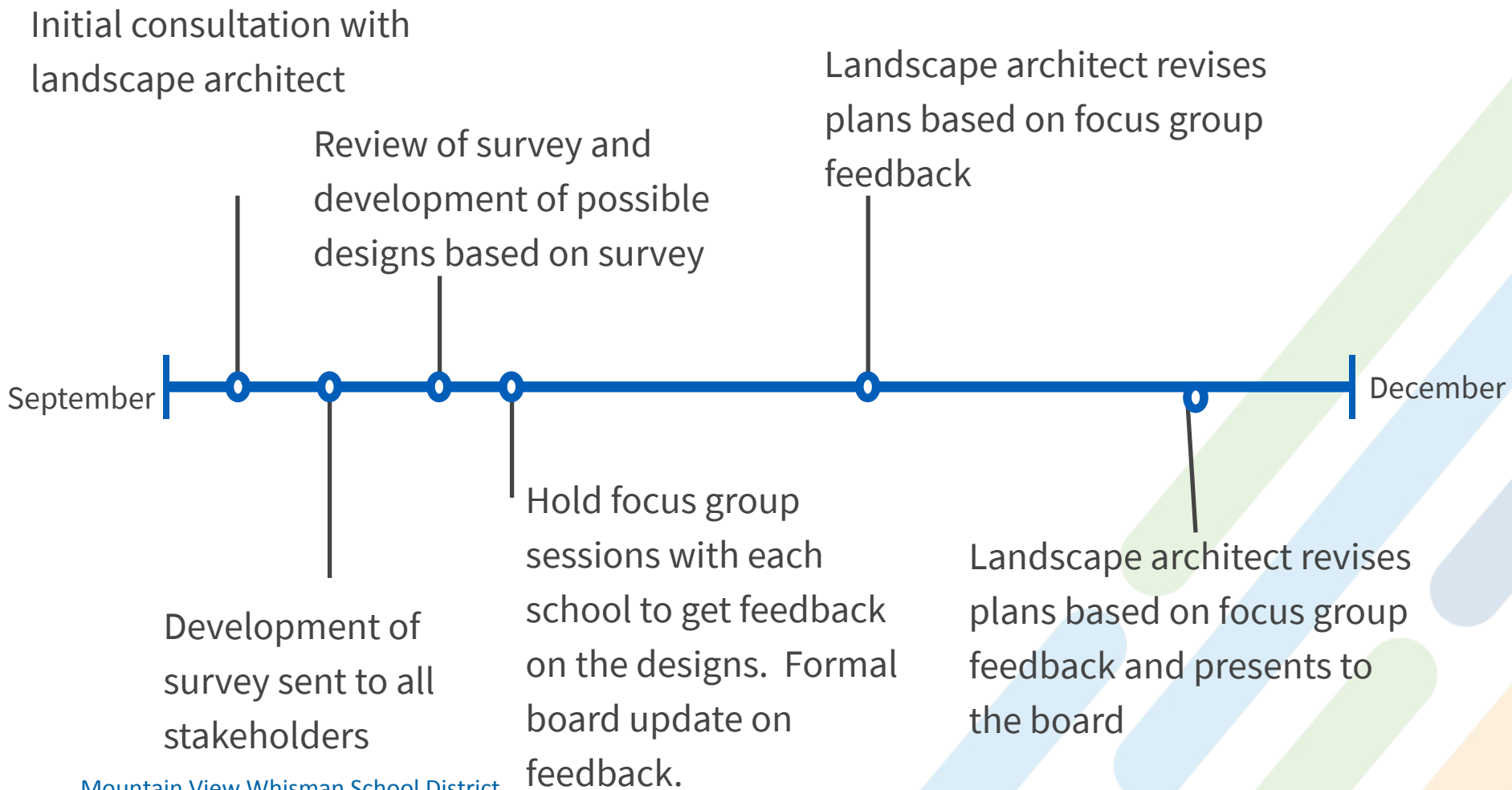
# What is Possible



# Outdoor Learning in MFP

- The MFP scoped \$30,654,600 million for all outdoor learning spaces.
- It is not possible for us to allocate \$30.7 million without adversely impacting the current project list.
- However, we do have the option to explore what could be possible and determine if it is something we want to move forward with.
- We have a tentative budget of 7.9 million for outdoor learning.

# Proposed Timeline for Outdoor Learning



\*construction start date for September 2021

# Outdoor Learning Next Steps

- If the board chooses to add outdoor learning to the bond project list we will start the process to gather feedback.
- Construction would start in the Fall of 2021.





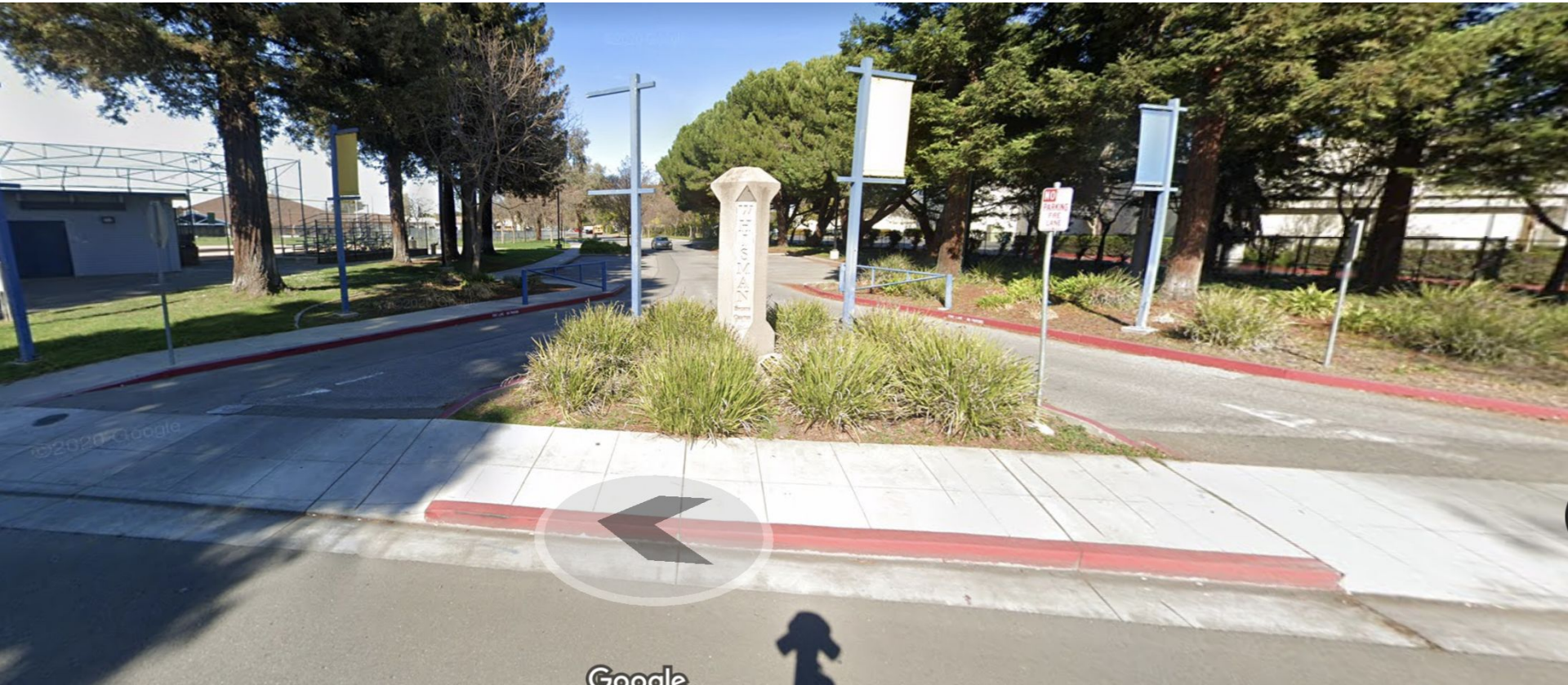
Mountain View  
Whisman  
School District

# Signs at Vargas and Crittenden

# Crittenden Sign and Movement of Vargas Sign

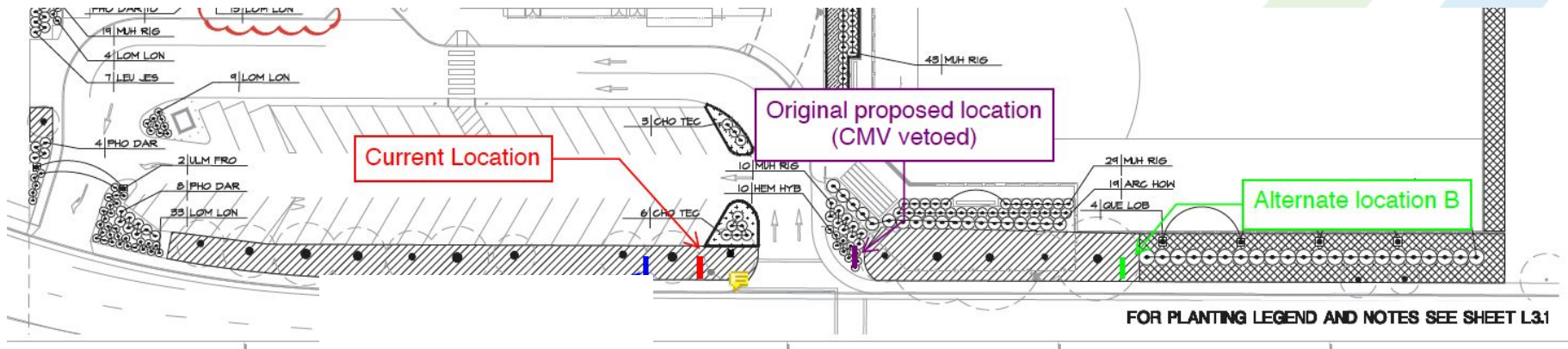
- A large number of students and parents use the backside of Crittenden for drop off and pick up. Having a marquee sign at the back of the school will make it easier for parents to get information. This project will be in partnership with the Crittenden PTA.
- During construction of Vargas the City moved the light pole at Vargas which then impacted the placement of the Vargas marquee sign.

# Middlefield Rd. Crittenden Entrance





# Relocation of Vargas Sign





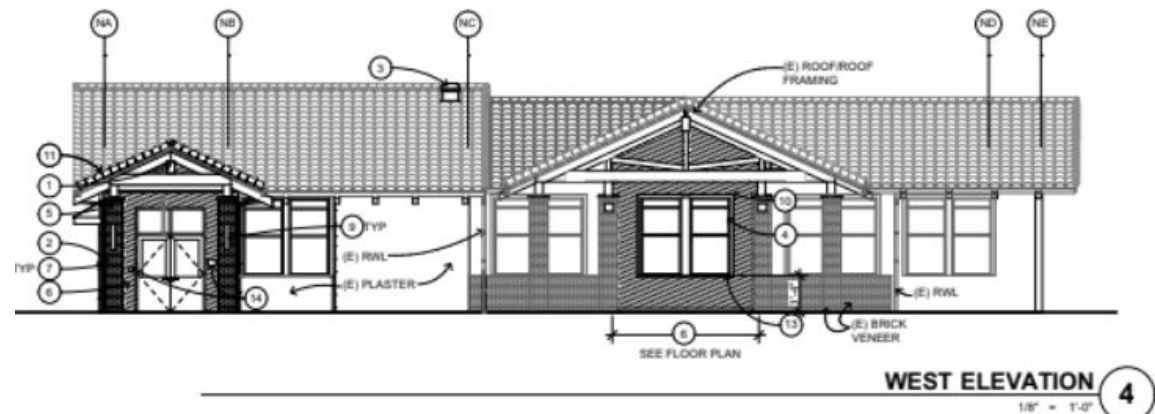
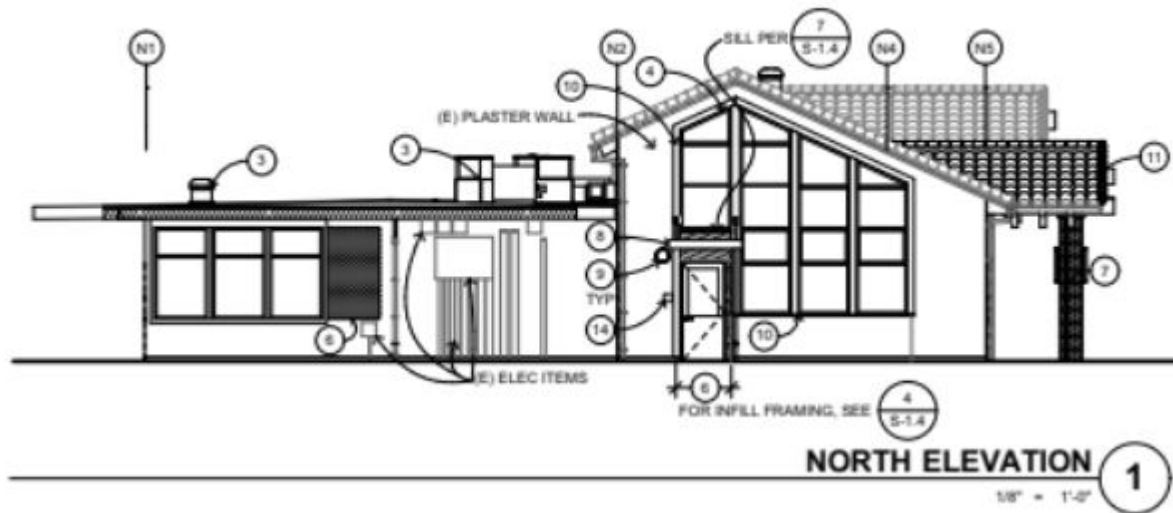
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# Mistral's Front Office

# Mistral's Front Office

- Mistral's front office was scheduled to be remodeled as part of Measure G.
- The plans have already been submitted and approved by the Division of State Architect.
- This would include a reconfiguration of the office, teacher work space, and nurses room.
- New bathrooms as well and a new conference room.
- Relocate the Main Data Frame to an exterior pre-cast building.

# Mistral Office





Mountain View  
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# Vargas Parking Cover



# Vargas Parking Cover



- The trees along N. Whisman Rd. drop pine cones on cars and are a danger to people.
- A parking cover would protect both people and cars and would allow the district to keep the trees.
- The cover would be a pre checked DSA structure.

*Mountain View Whisman School District*

**Agenda Item for Board Meeting of 11/5/2020**

**Agenda Category:** CONSENT AGENDA

**Agenda Item Title:** Parcel Tax Oversight Committee Report

**Estimated Time:**

**Person Responsible:**

Rebecca Westover Ed.D  
Chief Business Officer

---

**Background:**

The ballot language for Measure B, the parcel tax for the Mountain View Whisman School District, requires the appointment of an independent citizen's oversight committee. The ballot language for the parcel tax states:  
"Independent Oversight Committee...shall be appointed or designated by the Board to ensure that the special tax proceeds are spent for their authorized purposes, and to report annually to the Board and the public regarding the expenditure of such funds."

**Fiscal Implication:**

None

**Recommended Action:**

It is recommended that the Board of Trustees accept the Parcel Tax Oversight Committee Report as presented.

**ATTACHMENTS:**

Description	Type	Upload Date
Presentation October PTOC	Backup Material	10/22/2020
Brown Act and PTOC roles	Backup Material	10/22/2020
PTOC Report	Backup Material	10/22/2020
Minutes (unapproved) October PTOC	Backup Material	10/22/2020



Mountain View  
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# Measure B Parcel Tax Oversight Committee

October 20, 2020





Mountain View  
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# Strategic Plan

# Strategic Plan 2021

## Goal 5: Resource Stewardship

Statement: Students, staff and community members will have access to various resources, such as technology, facilities, furniture, equipment, etc., in a fiscally responsible manner, to fulfill the mission of MVWSD.

Strategy 5.1 Staff will utilize various resources to support the financial, facilities and technology goals of the strategic plan.



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# Measure B

# What is Measure B

School District levy a tax of \$191 per parcel for 8 years, generating \$2,800,000 annually, with independent oversight, exemptions for seniors and funds staying local.

# Approved in 2017 Measure B

- Support struggling students
- offer competitive compensation to attract and retain the best teachers
- Maintain small class sizes
- Enhance hands-on science, technology, math and engineering programs;
- Maintain outstanding music and art education
- Support core academics

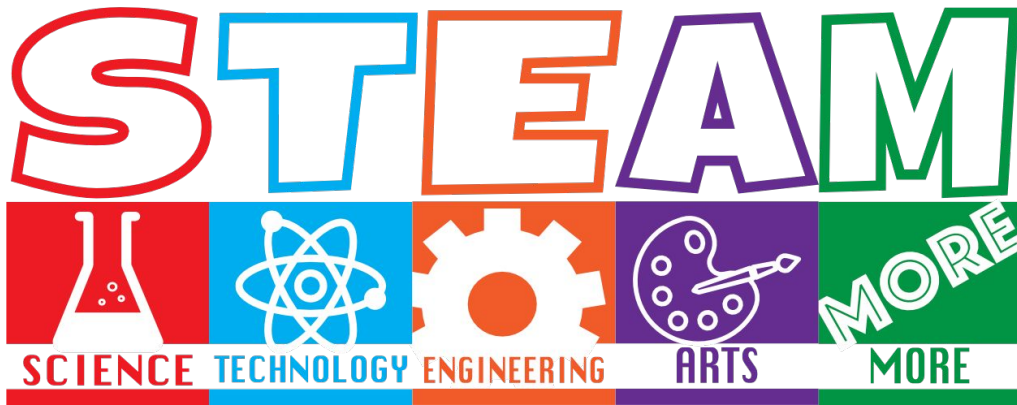




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# Programs Funded

# After School Enrichment



- Each school site provides after school enrichment based on the needs of the school. Examples of programs include online programs such as chess, creative writing, and math explorations applications.

# Square Panda

- A research based program that supports literacy foundation for students - focus on building hands-on phonics instruction
- Is customized to individual student levels
- Targeted for young learners- Preschool, Transitional Kindergarten, Kindergarten, and First Grade
- Preschoolers have Square Panda devices and hands-on materials that students can use at home during Distance Learning as well



# Physical Education 1-5

- Weekly PE provided to first through fifth grade.
- Students are served by credentialed PE teachers.
- Asynchronous PE provided during Distance Learning



Mountain View Whisman School District



\*screenshots taken from Natalie Larosa's  
3rd grade class

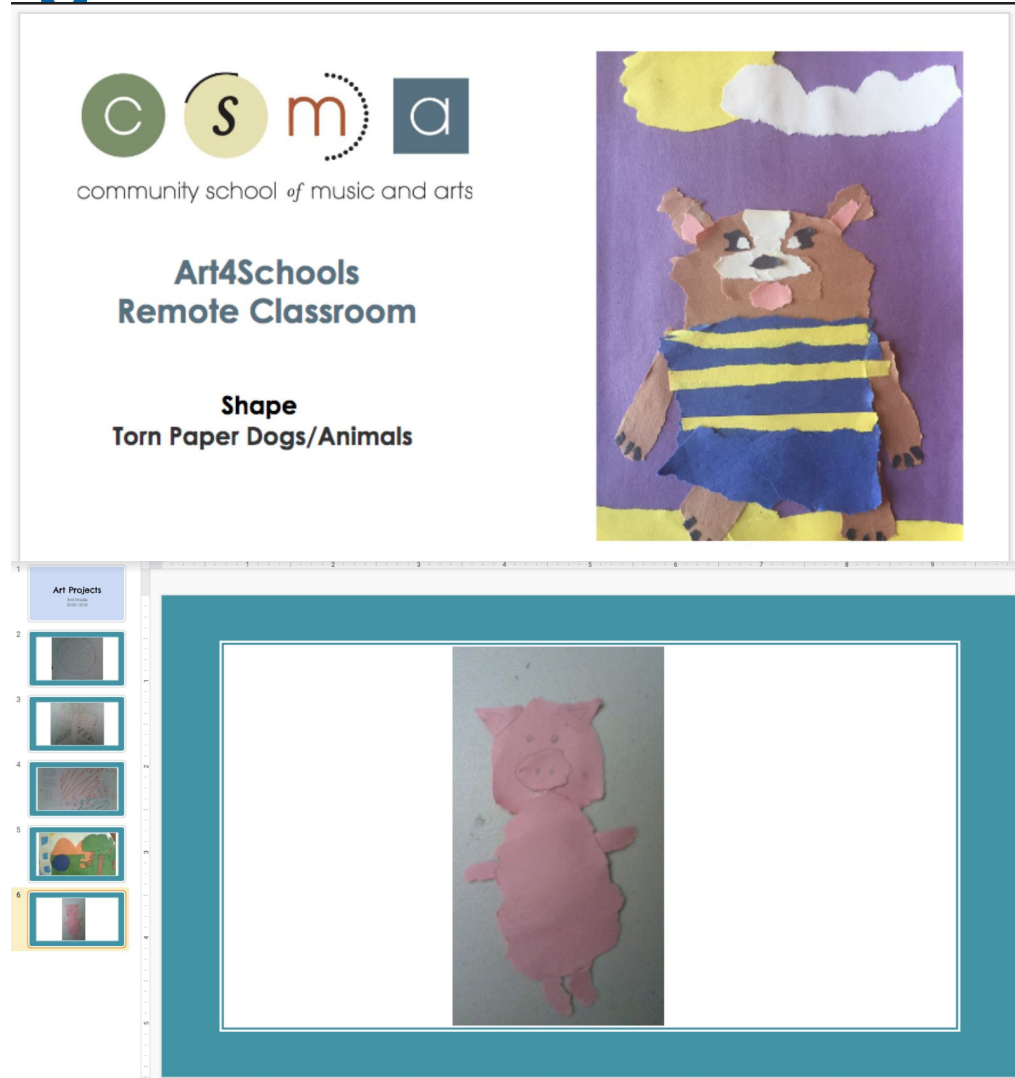
# At Risk Supervisors

- Monitor students who are at risk to provide needed supports
- Partner with families and staff for at-risk student support strategies
- Work with counselors to identify students in need of services.

# Art and Music Program

- CSMA provides art and musical instrument opportunities for students at all sites to engage in art and musical instruments.
- Asynchronous lessons provided during Distance Learning.

Mountain View Whisman School District



\*screenshots taken from Natalie Larosa's 3rd grade class

# Middle School Counselors and CHAC

- Each middle school has a counselor that works with students on social emotional needs.
- CHAC provides intern counselors to each elementary school for social-emotional and mental health services.
- Virtual support services provided during Distance Learning



Mountain View  
Whisman  
School District

# How funds are spent



# Measure B - Expenditures

Income/Expense	Program	Program Description	19-20 Actual	20-21 Budget	20-21 Actual	20-21 Encmbc.	YTD Expenditures
Income	0000	Undesignated	2,958,124	2,988,000	0	0	0
Income	0528	Parcel Tax Exemption Refund	-32,661	-40,000	-6,112	0	-6,112
			2,925,463	2,948,000	-6,112	0	-6,112
Expense	0218	Academic at Risk	115,143	492,277	58,469	450,843	509,312
Expense	0230	Physical Education: Grades 1-5	837,775	848,750	125,280	709,920	835,200
Expense	0232	Early Literacy: Square Panda	50,340	51,227	0	0	0
Expense	0235	After School Program: Enrichment	20,690	37,080	0	0	0
Expense	0244	Art Program	444,675	460,054	58,542	413,690	472,231
Expense	0245	Music Program	596,369	606,347	61,316	525,125	586,442
Expense	0412	Middle School Counselors & CHAC	335,175	452,265	29,729	422,186	451,916
Expense	0415	School Site Office Staff	308,995				
Expense	0550	Routine Maintenance & Operations	216,301				
			2,925,463	2,948,000	333,336	2,521,764	2,855,101

**Mountain View Whisman School District  
Measure B Parcel Tax Oversight Committee**

**October 20, 2020**

## **The Brown Act**

**I. Purposes of the Brown Act**

- A.** To keep the public informed of the actions, debates and views of locally elected representatives; and
- B.** To provide the procedural framework for local legislators to meet, debate, act and listen collectively to their constituents.

**II. Applicability:** Applies to a “member of the legislative body of a local agency” which includes “[a]ny person elected to serve as a member of a legislative body who has not yet assumed the duties of office...” Once elected, officials are expected to know the requirements of the Brown Act, even before taking office. (Government Code § 54952.1)

- A. **PTOC Bylaws:**** Meetings shall be conducted in strict compliance with the Brown Act.

**III. Legislative Body**

- A.** Includes any:
  - 1. Commission
  - 2. Committee
  - 3. Board
  - 4. Other body
  - 5. Also includes advisory committees that are standing committees that have continuing subject matter jurisdiction or fixed meeting schedules. (Government Code § 54952)
- B.** Whether:
  - 1. Permanent or Temporary
  - 2. Decision-making or advisory

3. Established by charter, ordinance, resolution, or *formal action of the Board*. (Government Code § 54952)

#### IV. **Meetings**

- A. General Rule: A majority of the members of the committee shall not, outside a meeting authorized by the Brown Act, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the committee.

1. “*Deliberation*” refers to not only collective decision-making, but also the collective acquisition and exchange of facts preliminary to the ultimate decision. The California Supreme Court has stated that deliberative action includes a “collective design-making process” and “deliberative gathering.” It also includes “informal sessions at which a legislative body commits itself to a particular future decision concerning the public business.”
2. “*Action taken*” means a collective decision made by a majority of the members, a collective commitment or promise by a majority of the members to make a positive or negative decision or an actual vote of a majority of the members.

B. **What is a meeting?**

1. Any congregation of a majority of the members of a legislative body at the same time and place to hear, discuss, *deliberate* or take action upon any item that is within the subject matter jurisdiction of the legislative body; or
2. Any use of direct communication, personal intermediary, or technological devices that is employed by a majority of the members of the legislative body to develop a collective concurrence (Government Code § 54952.2), including:
  - a) Telephone, email, Facebook, Twitter, Instagram, blogs, etc.;
  - b) Communication through an intermediary.

A series of “meetings” by which a majority of the PTOC members commit to a decision or engage in collective deliberation concerning public business violates the Brown Act’s open meeting requirements.

- C. **Meetings – substance v. procedure:** Communication limited to providing information (i.e., Superintendent’s weekly report) or procedural or administrative matters (scheduling meetings, determining agenda and time allotted to each of them) do not constitute meetings if they do not constitute *substantive* discussions of a topic within the subject matter of the Board/Committee.

- D. **Meetings – developing a collective concurrence:** Test: If discussion can potentially contribute to developing a collective concurrence, it is likely to constitute a “meeting” for

Brown Act purposes. Even if a Board/Committee member does not participate in a discussion, the mere act of listening may contribute to developing a collective concurrence.

- E. Individual Contact Between Members of the Public and Committee Members:** Individual contacts or conversations between a committee member and any other person do not violate the Brown Act. The purpose of this exception appears to be to protect the constitutional rights of individuals to contact their government representatives regarding issues which concern them.

1. But a Brown Act violation can still occur when a constituent is involved in orchestrating a collective concurrence among committee members.

**F. Common scenarios that ARE likely meetings:**

1. **Group Texts.** Text messages in which a majority of the Board/Committee is copied;
2. **Hub of a Wheel.** One member acts as the “hub” of communication to/from other individual members to poll or determine course of action through a series of consecutive conversations;
3. **Daisy Chain.** Consecutive conversations from one person to another to poll the Board/Committee;
4. **Internet Based Social Media Platform.** Pages, Groups or Posts in which a majority of the Board/Committee may post comments and responses such that deliberations, discussions or opining can be viewed as a path to a “concurrence.”
  - a) **Twitter.** Can re-tweeting by a majority constitute a meeting?
  - b) **Facebook.** Can “liking” post by a majority constitute a meeting?
  - c) **Instagram.** Could liking a picture with a brief note/comment conveying support or opposition, liked by a majority constitute a meeting?
  - d) Gov’t Code §54952.2(b)(3)(A): “A member shall not respond directly to any communication on an internet-based social media platform regarding a matter that is within the subject matter jurisdiction of the legislative body that is made, posted or shared by another other member of the legislative body.”

- G. Common scenarios that are likely NOT meetings:** The following scenarios are specifically identified in Government Code section 54952.2(c) as not being meetings, “*provided that a majority of the members do not discuss among themselves, other than as part of the scheduled program, business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.*”

**[No Quorum]** (1) *Individual contacts or conversations between a committee member and any other person... (Bylaws §5.4 Quorum is one half plus one)*

**[General Meetings]** (2) *The attendance of a majority of committee members at a conference or similar gathering open to the public that involves a discussion of issues of general interest to the public or to public agencies of the type represented by the legislative body...*

**[Community Meetings]** (3) *The attendance of a majority of committee members at an open and publicized meeting organized to address a topic of local community concern by a person or organization other than the local agency...*

**[Public Entity Meetings]** (4) *The attendance of a majority of committee members at an open and noticed meeting of another body of the local agency, or at an open and noticed meeting of a legislative body of another local agency...*

**[Parties]** (5) *The attendance of a majority of committee members at a purely social or ceremonial occasion...*

**[District Meetings]** (6) *The attendance of a majority of committee members at an open and noticed meeting of a standing committee of that body, provided that the members of the legislative body who are not members of the standing committee attend only as observers.*

#### **H. Meetings – conduct**

1. Regular meetings at least monthly with fixed time and place (**Not** applicable to an Oversight Committee) **But PTOC Bylaws: Meeting shall be at least three times per calendar year.**
2. Meeting place must be within District boundaries, with limited exceptions (Government Code § 54954)
3. Meeting place must be accessible to public (nondiscriminatory, accessible to disabled, no payment or purchase required)
4. Teleconferencing: must be from publicly accessible location; at least quorum must be within the District boundaries
5. Any person attending may videotape, unless disruptive

#### **V. Agenda Requirements (handled by District staff)**

- A. 72 hours before regular meeting; 24 hours before special meeting

- B. Sufficient detail to allow public to determine whether to participate (“brief general description”)
- C. Exceptions to standard agenda requirements
  - 1. Emergency (majority vote);
  - 2. Need to take immediate action that arose after agenda posted (2/3 vote, unanimous if less than 2/3rds of Board/Committee present);
  - 3. Responding to questions;
  - 4. Asking for clarification;
  - 5. Making a brief announcement or brief report of activity.

**VI. Closed Session – Likely Not Applicable to Oversight Committees**

- A. Real Property Transactions
- B. Pending and Anticipated Litigation
- C. Tort Claims
- D. Threat to Public
- E. Personnel Actions – Appointment, Employment, Evaluation, Discipline/Dismissal/Release
- F. Hearing “Complaints or Charges” against employees require 24-hour notice of right to open session
- G. Negotiations with Represented Employees/Discussions with Unrepresented Employees
- H. Student Expulsion hearings

**VII. Violations of the Brown Act**

- A. Misdemeanor liability exists if there is “intent to deprive public”
- B. Public can sue to stop violation of Brown Act
- C. Require taping of closed session possible remedy
- D. Agency must be given opportunity to cure
- E. Nullification of action taken in violation



October 20, 2020

# Roles and Responsibilities of Board, Staff and PTOC

## I. DISTRICT GOVERNING BOARD

### A. Responsibilities.

1. School boards are composed of locally elected officials entrusted with governing a community's school. The role of the board is to ensure that school districts are responsive to the values, beliefs, and priorities of their communities. Boards fulfill this role by performing five major responsibilities:
  - a) Setting direction
  - b) Establishing an effective and efficient structure
  - c) Providing support
  - d) Ensuring accountability
  - e) Providing community leadership as advocates for children, the school district, and public schools

### B. General Powers.

1. **Permissive Code.** The District's Board of Education may initiate and carry on any program, activity, or act in any manner which is not in conflict with, inconsistent with, or preempted by any law and which is not in conflict with the purposes for which school districts are established. (Ed. Code § 35160.)
2. **Delegation.** The Board may execute any powers delegated by law to it or to the District and shall discharge any duty imposed by law upon it or upon the District and may delegate to an officer or employee of the District any of those powers or duties. The Board, however, retains ultimate responsibility over the performance of those powers or duties so delegated. (Ed. Code § 35161.)

### C. Approving Quality Educational Programs- Supporting Student Success.

1. Adopt and enforce courses of study that sufficiently prepares students for secondary course of study; and a course of study that prepares students, upon



graduation from high school, to meet the requirements and prerequisites for admission to California public colleges and universities and/or attain entry-level employment skills in business or industry upon graduation from high school.

2. Provide every student with equitable access to educational programs designed to strengthen technological skills, mathematics, science, visual and performing arts and other prescribed areas of study.
3. Provide educational alternatives that afford students with disabilities full educational opportunities.
4. Expend funds for programs and activities which, in the determination of the Board, are necessary or desirable in meeting their needs.

D. **Special Tax- Measure B.**

1. **Authority for Tax.** Article XIII A, Section 4 of the California Constitution and Government Code section 50075 authorize the District, upon approval of 2/3rds of the electorate, to levy qualified special taxes on real property in the District for the purposes of providing quality educational programs in the District and other lawful purposes of the District.
2. **Measure B.** Election held in 2017 general election for the purpose of voting on Measure B containing the question of whether the District should impose a special tax for the educational purposes stated therein. The special tax to be imposed on all non-exempt parcels in the amount of \$191 per parcel, for 8 years and generating \$2,800,000 annually. The funds collected shall be to continue local school funding to:
  - a) Support struggling students;
  - b) Offer competitive compensation to attract and retain qualified teachers;
  - c) Maintain small class sizes;
  - d) Enhance hands-on science, technology, math, and engineering programs;
  - e) Maintain outstanding music and art education; and
  - f) Support core academics.
3. **Exemptions from Parcel Tax.** Parcel owners can apply for an exemption from the parcel tax when:
  - a) Owner receives Supplemental Security Income for a disability, regardless of age;
  - b) Will attain 65 years of age prior to July 1 of the tax year; or

- c) Are receiving Social Security Disability Insurance benefits, regardless of age, and whose yearly income does not exceed 250 percent of the 2012 federal poverty guidelines.

For any such exemption to apply, the owner of the parcel must occupy the parcel as their primary residence.

4. **Accountability Measures.**

- a) **Specific Purposes.** The proceeds of the special tax shall be applied only to the specific purposes identified in Measure B.
- b) **Annual Reports.** The proceeds of the special tax shall be deposited into a fund, which shall be kept separate and apart from other funds of the District.
  - (1) No later than December 31<sup>st</sup> of each year while the parcel tax is in effect, Board shall receive a report detailing the amount of funds collected and expended.

5. **Appoint Independent Oversight Committee (PTOC).**

- a) **Text of Measure B & Resolution No. 1633.1/17.** The Board shall establish and appoint members to an independent Oversight Committee to ensure that the parcel tax proceeds are spent for their authorized purposes and to report to the Board and the public regarding the expenditures of such funds.
  - (1) The Board has sole discretion to select and appoint Committee members. (Bylaws, §3.)
- b) **Ineligible Persons/Conflict of Interest.** The Board may not appoint any:
  - (1) Employee or official of the District to the PTOC. (Bylaws, §3.2.1.)
  - (2) Vendor, contractor, or consultant of the District to the PTOC. (Bylaws, §3.2.2.)
  - (3) Persons who have a conflict of interest:
    - With a contractual interest related to the District or PTOC (Gov. Code § 1090 et seq.)
    - Who hold an office incompatible with service on the PTOC (Gov. Code § 1125 et seq.) (Bylaws, §3.2.3.)
- c) **Bylaws/Policies.** The Board may establish policies and regulations for the PTOC. These are within the District's Board-approved PTOC Bylaw.

- (1) Policies and regulations can address the PTOC's purpose, duties, the extent of its authority, member selection and composition, and vacancies, including the time period and process for filling vacancies.
    - BP/AR 3120: The Governing Board sets forth process for administering the parcel tax, including, considering and granting exemptions, administering and accounting for the expenditure of parcel tax funds and establishing an oversight committee to monitor the expenditure of funds consistent with the intent of Measure B.
  - (2) **Attendance.** The Board can specify that regular attendance at meetings is expected and can address removal and replacement of PTOC members who fail either to attend a specified number of meetings or to submit a written resignation. (Bylaws, §5.10.)
  - (3) **Number of Meetings.** The Board can require a minimum number of meetings per year. The current Bylaws state that *"The Committee shall meet at least three times per calendar year."* (Bylaws, §5.1.2.)
6. **Receive PTOC Reports.** Review District annual report detailing the amount of Measure B funds collected and expended.

## II. **DISTRICT STAFF**

- A. **General Powers / Delegated Authority.** The Board may delegate its power to contract to the superintendent or designee. No contract made pursuant to a delegation shall be valid or constitute an enforceable obligation of the District unless and until the contract has been approved or ratified by the Board. (Ed. Code § 17604.)
- B. **Implement Educational Programs.**
  1. **Solicit/Procure Educational Programs to be Funded by Measure B.** Under Board direction, select consultants/programs for recommendation to the Board (e.g., special services for Music & Arts, camps, enrichment programs, afterschool programs.)
  2. **Recommend Use of Measure B Funds.** Recommend to the Board the budget, scope, schedule and locations of educational programs or materials.
  3. **Respond to Requests for Exemptions.** Evaluate and determine eligibility for exemptions.
- C. **Report to the Board and PTOC.** District staff shall prepare and file with the Board, a report detailing the amount of Measure B funds collected and expended, and the status

of any project authorized to be funded by the measure. (AR 3120) District staff to provide financial reports to PTOC concerning the receipt and use of Measure B funds.

- D. **Provide Administrative Support to PTOC.** Provide secretarial support to assist the PTOC in preparation, distribution and posting of minutes for all PTOC meetings. (Bylaws, §5.9.)

### III. **PARCEL TAX OVERSIGHT COMMITTEE**

- A. **Purpose.** Committee is an independent oversight committee established by the District to monitor the expenditure of Measure B proceeds and to report annually to the board and the public regarding those expenditures.
- B. **Oversight Duties.** Committee will receive and review the accounting and budgeting process of the District to ensure that Measure B funds:
1. Are actually received;
  2. Are deposited into a segregated account and kept separate and apart from other District funds;
  3. Only used for the specific purposes set forth in Measure B, which includes:
    - a) Sustaining high academic achievement by maintaining school libraries, small class sizes, outdoor education, music and arts programs, student leadership classes, after-school programs and by supporting English language learners;
    - b) Expanding class size reduction;
    - c) Increasing instructional time by providing intervention professionals at each school site, programming during school breaks and enrichment programming and staff development;
    - d) Increasing instructional time by providing after-school intervention professionals at each school site, programming during school breaks and enrichment programming and staff development;
    - e) Attracting and retaining highly qualified teachers; and
    - f) Providing program support for extra-curricular/co-curricular activities.
- C. **Duties.** Committee will:
1. Advise the Board regarding results of its review, any discrepancies found and request necessary corrections.
  2. Report to the Board annually, summarizing the work of the Committee. The Report includes a statement indicating whether Measure B expenditures were in accordance with the stated purposes.
  3. Report to the Public annually, summarizing the work of the Committee.
- D. **Documents.** The PTOC may receive documents which shall be placed, along with minutes of PTOC proceedings, on the District's website.

- E. **Bylaws**. The PTOC has adopted operational bylaws to assist it in carrying out its functions. However, the bylaws should not contradict or provide more authority than the applicable state statutes or the District's policies and regulations and Board-approved Bylaws.
- F. **Oversight**. The PTOC has an oversight role and shall not take part in recommending use of Measure B funds. For example:
1. The PTOC does not have the authority to determine how Measure B funds should be/are spent.
  2. The PTOC does not have authority to prioritize use of Measure B funds.
  3. The PTOC cannot make decisions related to tax exemptions, classifications, refunds, or disputes.
  4. The PTOC may not require the District prepare reports that are different or more frequent than those required by law or at the District or Board discretion.
  5. The PTOC may not contact school district programs, school site, teachers, parcel tax consultants etc., without prior permission of the superintendent.

Income/Expense	Program	Program Description	19-20 Actual	20-21 Budget	20-21 Actual	20-21 Encmbc.	YTD Expenditures
Income	0000	Undesignated	2,958,124	2,988,000	0	0	0
Income	0528	Parcel Tax Exemption Refund	-32,661	-40,000	-6,112	0	-6,112
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Expense	0235	After School Program: Enrichment	20,690	37,080	0	0	0
Expense	0244	Art Program	444,675	460,054	58,542	413,690	472,231
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Expense	0415	School Site Office Staff	308,995				
Expense	0550	Routine Maintenance & Operations	216,301				
			2,925,463	2,948,000	333,336	2,521,764	2,855,101

**Copied Mountain View Whisman School District  
Measure B Parcel Tax Oversight Committee**

**Regular Meeting**

October 20, 2020, 3:00-4:00pm,  
By Video Conference:

<https://mvwsd.zoom.us/meeting/register/tZUqdOugrDouHdSDPF6AZf9RX1EfoGDbmj9>

Dial in Phone Number: (669) 900 6833 (San Jose)

Meeting ID: 817 3282 1470

Password: 131574

There is no participant ID

The Governor has declared a State of Emergency to exist in California as a result of the threat of COVID-19 (aka the "Coronavirus"). The Governor issued Executive Order N-25-20, which directs Californians to follow public health directives including canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still satisfying state transparency requirements. The Governor has also issued Executive Order N-33-20, prohibiting people from leaving their homes or places of residence except to access necessary supplies and services or to engage in specified critical infrastructure employment. The Public's health and well-being are the top priority for the Board of Trustees of the Mountain View Whisman School District and you are urged to take all appropriate health safety precautions. To facilitate this process, the meeting of the Board and its committees, including this Parcel Tax Oversight Committee, will be available by Zoom Video Conference, meeting link below:

<https://mvwsd.zoom.us/meeting/register/tZUqdOugrDouHdSDPF6AZf9RX1EfoGDbmj9>

Members of the public who wish to address the Parcel Tax Committee during the meeting may also email comments to [rwestover@mvwsd.org](mailto:rwestover@mvwsd.org). Staff will make all attempts to share and record any submissions received.

Note: The meeting is being held *solely* by telephonic means and will be made accessible to members of the public seeking to attend and to address the committee *solely* through the link above,

Members of the public seeking to attend and to address the Parcel Tax Oversight Committee who require reasonable accommodations to access the meeting, based on disability or other reasons, should contact [rwestover@mvwsd.org](mailto:rwestover@mvwsd.org) at least twenty-four (24) hours in advance of the meeting to make arrangements for reasonable accommodations. (For Special meetings, please request accommodations no less than 12 hours prior to the meeting.)



## **1. Call to Order**

3:09 meeting starts

## **2. Roll Call**

### **2.1 Parcel Tax Oversight Committee Members**

X Braid Pezzaglia  
X Cleave Frink  
X Jonathan Pettey  
X Laura Berman  
X Sara Kopit-Olson  
X Priyangi Fernando

### **STAFF**

X Rebecca Westover, Ed.D., Chief Business Officer  
X Nadia Pongo, Director of Fiscal Services  
Nguyet Dang, Budget Analyst  
X Board Member Observer: Laura Blakely  
X Consultants: Nancy Taylor, Orbach Huff Suarez + Henderson

## **3. Approval of Agenda**

3.1 Action Item: It is recommended the Parcel Tax Oversight Committee approve the agenda as presented.

Moved by Priyangi, seconded by Braid

## **4. Approval of Minutes**

4.1 Action Item: It is recommended the Parcel Tax Oversight Committee approve the meeting minutes of the Parcel Tax Committee April 15, 2020, Parcel Tax Oversight Committee meeting.

Moved by Laura, Seconded by Priyangi

## **5. Statements**

5.1 Public Statements not related to agenda items.  
No comments

## **6. Follow Up to Past Items/New Business**

6.1 Presentation: "The Brown Act," presented by District's legal counsel Nancy Taylor

Information Item: It is recommended the Parcel Tax Oversight Committee receive the information presented.

6.2 Presentation: "The Roles and Responsibilities of the Board, Staff and the PTOC, presented by District's legal counsel Nancy Taylor

Information Item: It is recommended the Parcel Tax Oversight Committee receive the information presented.

6.3 Action Item: It is recommended that the Parcel Tax Oversight Committee receive the information presented. Budget overview of 2020-2021 and 2019-2020 actuals of parcel tax expenditures.

Moved by Braid, Seconded by Cleave

## **7. Future Agenda Items Requested by PTOC Members**

Ask PTOC and Board to move report to Spring

Report from auditors when available

Request for meeting in December

## **8. Adjournment**

4:40 adjournment

Future Meetings:

Early December - will send out meeting invites

*Mountain View Whisman School District*

**Agenda Item for Board Meeting of 11/5/2020**

**Agenda Category:** CONSENT AGENDA

**Agenda Item Title:** Board Policy No. 5116.1, Intradistrict Open Enrollment

**Estimated Time:**

**Person Responsible:** Tara Vikjord, Interim Chief Human Relations Officer

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**Background:**

Education Code Sections 35160.5 and 48980 require that this policy is reviewed annually by the Board of Trustees. There have been no changes to this policy.

**Fiscal Implication:**

None

**Recommended Action:**

That the Board of Trustees approve Board Policy No. 5116.1, Intradistrict Open Enrollment, as presented.

**ATTACHMENTS:**

Description	Type	Upload Date
Board Policy No. 5116.1, Intradistrict Open Enrollment	Backup Material	10/28/2020

**INTRADISTRICT OPEN ENROLLMENT**

The Governing Board desires to provide enrollment options that meet the diverse needs and interests of district students and parents/guardians, while also maximizing the efficient use of district facilities. The Superintendent or designee shall establish procedures for the selection and transfer of students among district schools in accordance with law, Board policy, and administrative regulation.

(cf. 5117 - Interdistrict Attendance)

The parents/guardians of any student who resides within district boundaries may apply to enroll their child in any district school, regardless of the location of their residence within the district. (Education Code 35160.5)

(cf. 5111.1 - District Residency)

The Board shall annually review this policy. (Education Code 35160.5, 48980)

**Enrollment Priorities**

No student currently residing within a school's attendance area shall be displaced by another student transferring from outside the attendance area. (Education Code 35160.5)

(cf. 5116 - School Attendance Boundaries)

The Superintendent or designee shall grant priority to any district student to attend another district school, including a charter school, outside of his/her attendance area as follows:

1. Any student enrolled in a district school that has been identified on the state's Open Enrollment Act list (Education Code 48354)

(cf. 5118 - Open Enrollment Act Transfers)

2. Any student enrolled in a district school designated by the California Department of Education as "persistently dangerous" (20 USC 7912; 5 CCR 11992)

(cf. 0450 - Comprehensive Safety Plan)

3. Any student who is a victim of a violent crime while on school grounds (20 USC 7912)
4. Upon a finding that special circumstances exist that might be harmful or dangerous to the student in the current attendance area. Special circumstances include, but are not limited to, threats of bodily harm or threats to the emotional stability of the student. Any such student may transfer to a district school that is at capacity and otherwise closed to transfers. To grant priority under these circumstances, the Superintendent or designee must have received either: (Education Code 35160.5)
  - a. A written statement from a representative of an appropriate state or local agency, including, but not necessarily limited to, a law enforcement official, social worker, or a properly licensed or registered professional such as a psychiatrist, psychologist, or marriage and family therapist
  - b. A court order, including a temporary restraining order and injunction

**INTRADISTRICT OPEN ENROLLMENT**

5. Any sibling of a student already in attendance in that school
6. Any student whose parent/guardian is assigned to that school as his/her primary place of employment

**Application and Selection Process**

In order to ensure that priorities for enrollment in district schools are implemented in accordance with law, applications for intradistrict open enrollment shall be submitted in the annually advertised open enrollment period of the school year preceding the school year for which the transfer is requested.

The Superintendent or designee shall calculate each school's capacity in a nonarbitrary manner using student enrollment and available space. (Education Code 35160.5)

Except for priorities listed above, the Superintendent or designee shall use a random, unbiased selection process to determine who shall be admitted whenever the school receives admission requests that are in excess of the school's capacity. (Education Code 35160.5)

Enrollment decisions shall not be based on a student's academic or athletic performance, except that existing entrance criteria for specialized schools or programs may be used provided that the criteria are uniformly applied to all applicants. Academic performance may be used to determine eligibility for, or placement in, programs for gifted and talented students. (Education Code 35160.5)

(cf. 6172 - Gifted and Talented Student Program)

**Transportation**

Except as required for students who transferred out of a Title I program improvement school, the district shall not be obligated to provide transportation for students who attend school outside their attendance area.

*Legal Reference:**EDUCATION CODE*

*200 Prohibition against discrimination*

*35160.5 District policies; rules and regulations*

*35291 Rules*

*35351 Assignment of students to particular schools*

*46600-46611 Interdistrict attendance agreements*

*48200 Compulsory attendance*

*48204 Residency requirements for school attendance*

*48300-48316 Student attendance alternatives, school district of choice program*

*48350-48361 Open Enrollment Act*

*48980 Notice at beginning of term*

*CODE OF REGULATIONS, TITLE 5*

*11992-11994 Definition of persistently dangerous schools*

*UNITED STATES CODE, TITLE 20*

*6311 State plans*

*7912 Transfers from persistently dangerous schools*

*Mountain View Whisman School District*

**Agenda Item for Board Meeting of 11/5/2020**

**Agenda Category:** CONSENT AGENDA

**Agenda Item Title:** Award of Architectural Services Contract to Dreilling Terrones Architecture for the Crittenden Middle School New Monument Sign Project

**Estimated Time:**

**Person Responsible:**

Rebecca Westover, Ed.D.  
Chief Business Officer

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**Background:**

The New Monument Sign project involves the addition and installation of a second new monument/marquee sign at Crittenden Middle School. The project requires the services of an architectural design firm to assist in design, and construction documents, construction administration and closeout.

**Fiscal Implication:**

Dreilling Terrones Architecture has presented a service fee proposal for the required services in the amount of \$17,700. At this time, the estimated construction cost is \$105,000. This proposal is within the established project budget for design fees.

**Recommended Action:**

It is recommended the Board of Trustees approve the service fee proposal and award of an agreement for Dreilling Terrones Architecture in the amount of \$17,700.00

**ATTACHMENTS:**

Description	Type	Upload Date
DTA - Crittenden Monument Sign Proposal	Backup Material	10/29/2020
DTA - Architect Agreement CMS Marquee	Backup Material	10/29/2020

April 14, 2020

## Proposal for Architectural Services

The following is a Proposal for the performance of Architectural & Engineering Services. Upon acceptance of this Proposal by the Owner, work shall commence.

### Client

**Mountain View Whisman School District**  
1400 Montecito Ave.  
Mountain View, CA 94043

### Project

**New Monument Sign**  
Crittenden Middle School  
1701 Rock Street  
Mountain View, CA 94043

### Intentions and Considerations

- The District (MVWSD) would like to install a new (second) Monument / Marquee sign on Middlefield Road at Crittenden Middle School.
- The parcel is owned equally by the MVWSD and City of Mountain View. The sign will be placed in an "ingress, egress and public utilities easement."
- It is presumed that the new sign will fall under the allowed uses of the agreement between the City and District.
- The work will be designed so as to not disturb the existing street sidewalk – thus falling outside the street right-of-way. Therefore, it is currently presumed that the sign will *not* require an encroachment permit from the City of Mountain View.
- This sign will match the existing monument signs previously installed at the other District schools.
- This new sign shall include a section with a new two-sided LED scrolling message section.
- For LED scrolling, connectivity to the new sign will include power and hardwired data connections from a source in the Theater Building on the Crittenden campus.
- The sign will include District standard fonts and graphics as currently identified.
- Any graphics incorporated into the design shall be flexible in nature to allow for future revisions to branding or identity graphics.
- The monument sign will be designed to fall within the current allowances that are excluded from DSA review - per DSA IR A-22, construction projects and items eligible for exemption, include:  
"The following free standing elements with apex less than eight feet above adjacent grade: signs, variable message signs, and scoreboards."

### Services

DTA and their consulting Engineers will provide the following services. It is currently assumed that consulting engineers will include Electrical and Civil Engineering only. Other consultants, if needed, can be provided by DTA as an additional service, and as a supplement to this proposal.

#### **Programming / Conceptual Design:**

- COMPLETE – per previous Monument Design Services

**Construction Documents:**

- Remaining Site Reconnaissance
- Demolition Plan for existing turf, banner sign, etc.
- Consultant Coordination
- Site Plans – Architectural, Electrical, Civil
- Vendor Coordination
- Details
- Specifications
- District / CM coordination

**Bidding Assistance**

- Bid Walk
- Preparation and Coordination of Addenda
- Owner / CM Coordination

**Construction Administration**

- Site Meetings – *as necessary*
- Respond to RFI's
- Review Submittals
- District & CM Coordination

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**Consultants Included in this Proposal**

Electrical / Fire Alarm

**Alliance Engineering Consultants (AEC)**  
Santa Clara, CA

Civil Engineering

**Underwood & Rosenblum (U&R)**  
San Jose, CA

**EXCLUDED:**

**Topographic / Utility Survey:** U&R will provide survey and Civil Site planning for the immediate area of the New Sign, however topo surveying and utility surveying along the roadway, back to the Theater Building, is *not* included at this time.

## Owner Provided Items

Owner shall provide the following information for Architect and Engineers use:

- Topographic and Utility Survey along roadway, back to the Theater Building, *if necessary*.

The Owner shall make this information available for use by the Architect and Engineer. Architect shall assist Project Manager with coordination of services for Civil Surveyor on behalf of the Owner.

## Fee

Architectural Fees will cover services described above except for items defined as additional services. Items considered to be additional services will be identified prior to performance of those services and will proceed only upon written authorization from the Owner.

Expenses required as part of the Project are estimated below. Reimbursable expenses not included in the contract will be billed at cost.

Fees and other charges will be billed on or about the first day of each month for services rendered during the previous month. Invoices will be due and payable within twenty days from the date of invoice. Invoices remaining unpaid for thirty days from date of invoice will be considered past due and may be cause for termination of work. Invoices remaining unpaid for forty-five days will be grounds for termination of any agreement existing between the Owner/Client and the Architect.



## Fee Outline

The following is a lump sum proposal for **Architectural & Engineering Services**.

task	fee	
Preliminary Programming & Conceptual Design	COMPLETE	NO CHARGE
Remaining Architecture & Engineering		
• Architecture		\$5,000
• Electrical / Fire Alarm Engineering		\$3,500
• Civil Engineering		\$7,700
<b>Contracted Expenses:</b>	<b>Lump Sum</b>	<b>\$16,200</b>
	estimate	\$1,500
	<b>Total</b>	<b>\$17,700</b>

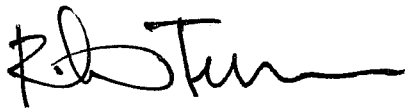
## Rates

Project services will be based on the following DTA billing rates.

### Billing Rates

Principal	per hour	\$270
Architectural Staff	per hour	\$175
Support / Clerical	per hour	\$115

Sincerely,



04 / 14 / 2020

DTA  
R. Terrones, License #C24686

Date

**AGREEMENT FOR ARCHITECTURAL SERVICES  
BY AND BETWEEN  
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT AND  
DREILLING TERRONES ARCHITECTURE, INC. FOR  
CRITTENDEN MS MONUMENT SIGN PROJECT**

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**CERTIFICATES**

This Agreement for Architectural Services is made as of the 5th day of November 2020, between the **Mountain View Whisman School District**, a California public school district, ("**District**") and **Dreilling Terrones Architecture, Inc.**, a California corporation ("**Architect**") (individually a "**Party**" and collectively the "**Parties**"), for the following project ("**Project**"):

CRITTENDEN MS MONUMENT SIGN, located at Crittenden Middle School (1701 Rock Street Mountain View) as further described in the Project Scope attached hereto as **Exhibit A**.

The Project may include multiple components. Any one of the components or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining component(s). The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). Architect shall invoice for each component separately and District shall compensate Architect for each component separately on a proportionate basis based on the level and scope of work completed for each component.

For and in consideration of the mutual covenants herein contained, the Parties agree as follows:

#### **Article 1. Definitions**

- 1.1. In addition to the definitions above, the following definitions for words and phrases shall apply when used in this Agreement, including all Exhibits:
  - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
  - 1.1.2. **Architect:** The architect listed in the first paragraph of this Agreement, including all Consultants to the Architect, although there is no contractual relationship between the District and any Consultants employed by the Architect under terms of this Agreement.
  - 1.1.3. **As-Built Drawings ("As-Built"):** Any document prepared and submitted by District's contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by change orders.
  - 1.1.4. **Bid Set:** The plans, drawings, and specifications at the end of the Construction Documents Phase that DSA has approved and that the District can use to go out to bid for construction of the Project.
  - 1.1.5. **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated into the Conforming Set and for which DSA approval is required.
  - 1.1.6. **Construction Cost Budget:** The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget is sometimes colloquially referred to as "hard costs" and does not include the compensation of the Architect and Consultants, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
  - 1.1.7. **Consultant(s):** Any and all consultant(s), subconsultant(s), subcontractor(s), or agent(s) to the Architect. Nothing in this Agreement shall create any contractual relationship between the District and any Consultants employed by the Architect under terms of this Agreement.

- 1.1.8. **Day(s)**: Unless otherwise designated, “day(s)” means calendar day(s).
- 1.1.9. **District**: The **Mountain View Whisman School District**.
- 1.1.10. **DSA**: The Division of the State Architect.
- 1.1.11. **Project Budget**: The total amount indicated by the District for the entire Project plus all other costs, including design, construction, administration, financing, and all other costs. The Project Budget is sometimes colloquially referred to as the “hard costs” and the “soft costs.”
- 1.1.12. **Record Drawings**: A final set of drawings prepared by the Architect based upon marked-up prints, drawings, and other data furnished to Architect by Contractor that incorporates all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.13. **Service(s)**: All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.14. **Visually Verify**: To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

## **Article 2. Scope, Responsibilities, and Services of Architect**

- 2.1. Architect shall render the Services as described in **Exhibit A**, commencing with receipt of a written Notice to Proceed signed by the District representative. Architect’s Services will be completed in accordance with the schedule attached as **Exhibit C**.
- 2.2. Architect’s Services hereunder shall be provided in conjunction with contracts between the District and other Project participants including the Contractor and the District’s construction manager, if one is retained by the District for the Project.
- 2.3. Architect and its Consultants shall provide Services for a Project: (i) using its professional skill and judgment; (ii) acting with due care and in accordance with respective applicable standards of care under California law for those providing similar services for projects of the size, scope and complexity of the Project for California school districts in or around the same geographic area of the District; (iii) the terms of this Agreement; and (iv) in accordance with said standards regarding application and interpretation of applicable law, code, rule or regulation at the time the Services are rendered (collectively, “Standard of Care”).
- 2.4. Architect recognizes that the District may obtain the services of a construction manager for this Project. The construction manager, if any, would be authorized to give Architect Services authorizations, and issue written approvals and Notices to Proceed on behalf of District. The District reserves the right to designate a different construction manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the construction manager, unless that task indicates it shall be performed by the governing board of the District.
- 2.5. Architect shall provide Services that comply with professional architectural standards and applicable requirements of federal, state, and local law including, without limitation:
  - 2.5.1. Uniform Building Code, latest addition, and the California Code of Regulations, Title 24, including amendments.

- 2.5.2. Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes.
- 2.5.3. Americans with Disabilities Act.
- 2.5.4. Education Code of the State of California.
- 2.5.5. Government Code of the State of California.
- 2.5.6. Labor Code of the State of California, division 2, part 7, Public Works and Public Agencies.
- 2.5.7. Public Contract Code of the State of California.
- 2.5.8. U. S. Copyright Act.
- 2.6. **Storm Water.** Architect, through its Consultant(s), shall be the District's Qualified Storm Water Developer (QSD) and shall prepare all documents necessary for the District to be in compliance with the current Construction General Permit (CGP) of the State Water Resources Control Board.
- 2.7. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of its Services on the Project including, but not limited to, architects, mechanical, electrical, structural, fire protection, civil engineers, landscape architects, food service, low voltage, data, and telephone Consultants, and interior designers, and cost estimation providers, licensed as required by applicable law. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject the Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant(s) employed by the Architect under terms of the Agreement.
- 2.8. Architect shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.
- 2.9. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, California Department of Education (CDE), the Office of Public School Construction (OPSC), the Department of General Services (DGS), DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety, State Fire Marshal, County and City Health Inspectors and any regulatory office or agency that has authority for review and supervision of school district construction projects.
  - 2.9.1. **Architect acknowledges the provisions in Exhibit A during the Construction Administration Phase entitled "Duty to Timely Respond to DSA Inquiries."**
- 2.10. Architect shall provide Services required to obtain local agencies' approval for off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.11. Architect shall coordinate with the District's DSA Project Inspector(s).
- 2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.13. Architect shall coordinate and integrate its work with any of the following information and/or

services as provided by District:

- 2.13.1. Ground contamination or hazardous material analysis.
- 2.13.2. Any asbestos and/or lead testing, design or abatement.
- 2.13.3. Compliance with the California Environmental Quality Act ("CEQA"). Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District. If the District and/or its CEQA consultant does not provide mitigation measures to the Architect when reasonably required for incorporation into the Project design, the Architect may invoice the District for the work required to incorporate those mitigation measures as Extra Services.
- 2.13.4. Historical significance report.
- 2.13.5. Soils investigation.
- 2.13.6. Geotechnical hazard report, except as indicated in **Exhibit A**.
- 2.13.7. Topographic surveys of existing conditions.
- 2.13.8. State and local agency permit fees.
- 2.13.9. Commissioning Agent and Reports.
- 2.13.10. Testing and Inspection.

**Article 3. Architect Staff**

- 3.1. The Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. The Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Architect's Principals:	Architect's Consultants:
Principal in Charge: Richard Terrones Project Manager: TBD Project Architect(s): TBD, as needed Other: Other: Other: Other:	Electrical: Ken Ngai, Alliance Engineering Consultants Mechanical: NA Structural: NA Civil: Frank Rosenblum, Underwood & Rosenblum Landscape: NA Food Service: NA Acoustics: NA Estimating: Other: Other:

- 3.3. All proposed Consultants and any Architect Consultants are subject to review and acceptance by the District prior to commencing work on the project. The District's review and approval of any replacement Consultant is required prior to commencing work on the Project. The District reserves

the right to replace any consultant in the best interest of the Project.

- 3.4. The Architect shall not change any of the key personnel listed above without prior notice to and written approval by District, unless said personnel cease to be employed by Architect. In either case, District shall be allowed to interview and approve replacement personnel.
- 3.5. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Architect shall have five (5) days to remove that person from the Project and replace that person with personnel acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and shall be subject to all conditions previously stated in this paragraph.
- 3.6. Architect represents that the Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of the Services and that no person having any such interest shall be employed by Architect.
- 3.7. Architect shall comply with Education Code section 17302(a) and agrees that any plans, specifications and/or included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

#### **Article 4. Schedule of Services / Term**

- 4.1. The Architect shall commence Services under this Agreement upon receipt of a Notice to Proceed and shall perform the Services diligently as described in Exhibit A, so as to proceed with and complete the Services in compliance with the schedule in Exhibit C. Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's and/or its consultant(s)' reasonable control.
- 4.2. **Term.** The Architect shall commence providing Services upon the execution of this Agreement and will diligently perform as required and continue performance until the Project is completed ("**Term**") or the Agreement is terminated as indicated herein, whichever is earlier. The Term is further detailed in the schedule in **Exhibit C**. The Parties agree that if this Agreement is in any way voided by an action based on Education Code section 17596, to the extent permitted by applicable law, the Parties will enter into and approve subsequent agreement(s), addenda, or amendment(s) for terms of up to 5 years each and under the same terms and conditions of this Agreement. The Architect is not due any additional compensation or Fee if the Term is longer than indicated herein and acknowledges that its Fee is based on the Architect performing the Services and all tasks within the Services and not based on the length of time to perform those Services or for the design or construction of the Project. The Architect's Fee is as indicated herein and in **Exhibit D**.

#### **Article 5. Construction Cost Budget**

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with the **Exhibit A**, the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and the construction manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit A**, including all plans, designs, drawings, specifications and other construction documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. The Architect shall maintain cost controls throughout the Project to

deliver the Project within the Construction Cost Budget.

5.3. The District is relying on the Architect's expertise regarding the cost of construction. If any of the following events occur:

- The lowest responsive base bid received exceeds the Construction Cost Budget by ten percent (10%) or more; or
- The combined total of base bid and all additive alternates is ten percent (10%) or more below the Construction Cost Budget; or
- The Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy;

Then the District, in its sole discretion, has one or a combination of the following alternatives:

- 5.3.1. Give the Architect written approval on an agreed adjustment to the Construction Cost Budget.
- 5.3.2. Authorize the Architect to assist the District to re-negotiate, when appropriate, and/or participate in re-bidding or requesting new proposals for the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
- 5.3.3. Terminate this Agreement if the Project is abandoned, without further obligation by either Party.
- 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District. The modification of Construction Documents shall be the limit of the Architect's responsibility arising out of the establishment of a Construction Cost Budget. All other obligations of the Architect, including construction administration services, remain as stated in the Agreement.

## **Article 6. Fee and Method of Payment**

- 6.1. The Fee is as defined in **Exhibit D**. District shall pay Architect the Fee pursuant to the provisions of **Exhibit D**.
- 6.2. Architect shall bill its work under this Agreement in accordance with **Exhibit D**.
- 6.3. No increase in Fee will be due from change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.4. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit D**.
- 6.5. Regardless of the structure of Architect's Fee, the Architect's Fee will be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement. District shall pay for Services authorized and performed prior to the notice to Architect of a reduction



as indicated here.

#### **Article 7. Payment for Extra Services or Changes**

District-authorized services outside of the scope in **Exhibit A** or District-authorized reimbursables not included in Architect's fee are "Extra Services." Any charges for Extra Services shall be paid by the District as described in **Exhibit B** only upon certification that the claimed Extra Services was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the District or the District's authorized representative, the District will not be obligated to pay for that service. The foregoing provision notwithstanding, the District will pay the Architect as described in **Exhibit "B"** for Extra Services that the District or the District's authorized representative verbally requests, provided that the Architect confirms each request in writing pursuant to the notice requirements of this Agreement, provides the District the opportunity to rescind or otherwise clarify the nature and/or scope of the request after receipt of notice, and Architect proceeds with those Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

#### **Article 8. Ownership of Data**

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for District to use, at its discretion, all plans, including, but not limited to, record drawings, specifications, and estimates that the Architect or its Consultants, prepares or causes to be prepared pursuant to this Agreement.
- 8.2. The Architect retains all rights to all copyrights, designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that the Architect or its Consultants prepares or causes to be prepared pursuant to this Agreement.
- 8.3. The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting (CADD) (e.g., AutoCAD) Technology. The Architect shall deliver to the District, on request, a "thumb" drive or other District-approved media, electronic transfer or weblink, with these documents and that is compatible with the most current version of AutoCAD. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4. In order to evidence what CADD information was provided to the District, Architect and District shall each sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by any person other than the Architect or Consultant(s) subsequent to it being provided to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, the Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service") in an electronic format requested by District and which the District shall have the right to utilize in any way permitted by statute:
  - 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
  - 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.

- 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF and/or DWG format of the site plan, floor plans (architectural, plumbing, structural mechanical and electrical), roof plan, sections and exterior elevations of the Project.
- 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
- 8.6. In the event the District changes or uses any fully or partially completed documents without the Architect's knowledge and participation, the District agrees to release Architect of responsibility for those changes, and shall indemnify the Architect harmless from and against any and all claims, including, but not limited to, reasonable attorneys' fees, on account of any damages or losses to property or persons, including injuries or death, arising out of that change or use except to the extent the Architect is found to be liable in a forum of competent jurisdiction. In the event District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify the Architect and the Architect's Consultants.

#### **Article 9. Termination of Agreement**

- 9.1. If Architect fails to perform the Services to the reasonable satisfaction of the District and as required by this Agreement, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice District for all Services performed until the date of the notice of termination. District shall have the right to withhold payment and deduct from Architect's invoice, any amounts equal to District's costs caused by Architect's negligent errors or omissions, recklessness, or willful misconduct. The District may, at its discretion, provide the Architect time to cure its default or breach.
- 9.2. District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District according to the percentage completed based on Exhibit D and District shall pay all undisputed invoice(s) for Services performed until the date of District's written notice of termination, not to exceed the Fee.
- 9.3. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of the termination.
- 9.4. The Architect has the right to terminate this Agreement if the District fails to make payment of undisputed amounts due to Architect hereunder. That termination shall be effective on the date District receives written notice of the termination from Architect. Architect may invoice District according to the percentage completed based on Exhibit D and District shall pay all undisputed invoice(s) for Services performed until the Architect's notice of termination, not to exceed the Fee.
- 9.5. If, at any time in the progress of the Design of the Project, the governing board of the District determines that the Project should be terminated, the Architect, upon written notice from the District of a termination, shall immediately cease performing Services. The District shall pay the Architect only the fee associated with the Services performed, from Architect's last paid invoice up to the date of the notice of termination, not to exceed the Fee.
- 9.6. If the District suspends the Project for more than one hundred twenty (120) consecutive days, the

Architect shall be compensated for Services performed prior to the notice of suspension. When the Project is resumed, the schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. If the District suspends the Project for more than eighteen (18) months, the Architect may terminate this Agreement by giving written notice.

#### **Article 10. Architect Indemnity**

- 10.1. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify, protect, defend and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Architect, its directors, officials, officers, employees, contractors, subcontractors, Consultants or agents arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes Architect's liability as to the active or sole negligence or willful misconduct of the District.
- 10.2. The following shall be Claims, to the extent they satisfy the definition of Claims herein:
- 10.2.1. **The cost of Project delays.** Without limiting Architect's liability for indirect cost impacts due to Project delays, the direct costs for which the Architect shall be liable shall be proportionate to the amount the District is liable to the Project contractor(s), subcontractor(s), suppliers, inspector(s), construction manager(s) for the Project delays, including the proportionate cost of interim housing necessitated by Project delays, to the extent that the Project delays arise out of, pertain to, relate to or result from the negligent errors or omissions, recklessness, or willful misconduct of Architect in the performance of any Services that falls below the Standard of Care as defined herein.
- 10.2.2. **The cost of construction change orders for errors and omissions.** Without limiting Architect's liability for indirect cost impacts, the direct costs for which the Architect shall be liable shall equal the difference between the cost of the change order(s) and the reasonable cost of the work had that work been a part of the originally prepared construction documents, to the extent that the change order(s) arise out of, pertain to, relate to or result from the negligent errors or omissions, recklessness, or willful misconduct of Architect in the performance of any Services that falls below the Standard of Care as defined herein.
- These amounts may be paid by Architect to District or the District may in reasonable good faith withhold those costs from amounts owing to Architect, pending resolution of the dispute.
- 10.3. Architect's duty to indemnify and defend under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until any such Claim(s) are barred by the applicable statute of limitations and is in addition to any other rights or remedies that the District may have under the law or under this Agreement.
- 10.4. The Architect's duty to defend shall begin upon the District's notification to the Architect of a Claim. At that time, the Architect shall pay for that defense at its sole cost. At the resolution of a Claim, either by dispute resolution, settlement, litigation, arbitration or otherwise, the District and Architect shall base their proportionate percentage of fault for the Claim either upon (1) the determination of a third-party neutral that adjudicated or settled the claim (e.g., a mediator, an arbitrator, a judge, etc.)

or (2) if no determination was made, based on a good faith determination of the District and the Architect. At that time the Parties shall determine the cost to defend that is chargeable to the Architect and a payment from one Party to the other Party shall be made within sixty (60) days to satisfy that reconciliation.

**Article 11. Mandatory Mediation for Claims**

- 11.1. The Parties hereto agree prior to commencing any legal action relating to any Claim, as defined herein, to submit the Claim to a mandatory good-faith mediation process ("Mediation"). The Parties' expectations are that if the Claim is made by a third party (e.g., a contractor), that the third party will be a participant in that Mediation. The Parties agree that any statute of limitations applicable to any Claim shall be tolled for the period from the date a Party requests Mediation through fourteen (14) days after termination of the Mediation, unless otherwise agreed to by the Parties.
- 11.2. Except as set forth below, the Parties agree to refrain from filing, maintaining or prosecuting any action related to the Claim during the pendency of the Mediation provided that the Mediation must commence within thirty (30) days after a Party makes written demand to the other for Mediation.
- 11.3. The Parties shall participate in a minimum of one full-day mediation session before the Mediation may be declared unsuccessful and terminated by either Party. The Mediation shall be conducted in accordance with the rules as the Parties agree upon, or in the absence of agreement, in accordance with the Commercial Mediation Rules of JAMS/Endispute. Evidence of anything said, any admissions made, and any documents prepared in the course of the Mediation shall not be admissible in evidence or subject to discovery in any court action pursuant to Evidence Code Section 1152.5.
- 11.4. The Parties shall mutually agree to the selection of a mediator who is an attorney that is experienced in public works construction claims. If the Parties are unable to agree upon a mediator, then the mediator shall be appointed by JAMS/Endispute.
- 11.5. The Mediation shall take place at a location within twenty (20) miles of the District's administrative office. The mediator's fees and administrative fees, if any, shall be split equally between the Parties, but, unless otherwise agreed to in writing, each Party shall bear its own attorney's fees.
- 11.6. If any Party commences a legal action without first attempting to resolve the Claim as required by this Article 11, that Party shall be in breach of this Agreement and shall not be entitled to recover attorney's fees that might have otherwise been recoverable.
- 11.7. This mandatory mediation process shall only apply to Claims pursuant to the Architect Indemnity provision herein and shall not apply to any disputes to be resolved pursuant to the Alternative Dispute Resolution provision herein.

**Article 12. Fingerprinting**

Architect has read and understands Education Code section 45125.2 and acknowledges that, according thereto, the Parties have determined and agreed that the Services provided by the Architect, Consultants, and their employees will have only limited contact with pupils at most. Architect agrees that it is responsible for complying with Education Code section 45125.1 throughout the completion of the Services. Architect shall promptly notify District in writing of any facts or circumstances which might reasonably lead District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).

**Article 13. Responsibilities of the District**

- 13.1. The District shall examine the documents submitted by the Architect and shall render any decision(s) required of District, in a timely manner to avoid unreasonable delay in the performance of Architect's Services.
- 13.2. The District shall verbally or in writing advise the Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide a notice shall not relieve Architect of its responsibility therefore, if any.
- 13.3. Unless the District and the Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when those services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to these matters which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall indicate that the specifications prepared by District's consultant relating to these matters, are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The bid documents shall also direct questions about the specifications to the consultant that prepared the specifications.
- 13.4. District personnel and/or its designated representatives shall coordinate with Architect as may be requested and beneficial for the coordination or management of work related to the Project.
- 13.5. The District shall timely provide to the Architect all relevant information in its possession regarding the Project that is necessary for performance of Architect's Services.
- 13.6. The District shall pay all fees required by agencies having jurisdiction over the Project.

**Article 14. Liability of District**

- 14.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed.
- 14.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees and Consultants, even though the equipment may be furnished or loaned to Architect by District.

**Article 15. Nondiscrimination**

- 15.1. Architect agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected characteristic of a person.
- 15.2. Architect shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.

**Article 16. Insurance**

- 16.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit E**.
- 16.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit E**.

**Article 17. Covenant Against Contingent Fees**

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Fee or consideration or to recover the full amount of a fee, commission, percentage fee, gift, or contingency.

**Article 18. Entire Agreement/Modification**

- 18.1. This Agreement, including the Exhibits incorporated by reference into this Agreement, is considered a completely integrated agreement, supersedes all previous contracts or agreements of any kind, oral or written, and constitutes the entire understanding an agreement of the Parties hereto. No extrinsic evidence of any kind or character may be admitted to alter or amend the terms of this completely integrated agreement, unless evidenced by an amendment to the Agreement as provided for herein. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement.
- 18.2. This Agreement shall not include or incorporate the terms of any proposal, general conditions, conditions, master agreement, or any other terms or documents prepared by the Architect. The attachment of any Architect-prepared document to this Agreement shall not be interpreted or construed to incorporate those terms into this Agreement, unless the District approves of that incorporation in a separate writing signed by the District. If proposals, quotes, statement of qualifications, or other similar documents prepared by the Architect are incorporated into this Agreement, then that incorporation shall be limited to those terms that describe only the Architect's scope of work, rates, price, and schedule.

**Article 19. Non-Assignment of Agreement**

This Agreement is intended to secure the specialized Services of the Architect. Therefore, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any purported assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any purported assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void.

**Article 20. Law, Venue**

- 20.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and

governed by the laws of the State of California.

- 20.2. The county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

## **Article 21. Alternative Dispute Resolution**

### **21.1. Architect's Invoices.**

21.1.1. If the District disapproves of any portion or amount(s) of the Architect's invoices, the District shall within thirty (30) days of receipt by the District of any of the Architect's invoices, communicate to the Architect in writing, with reasonable detail, the portion or amount of the Architect's invoices that are disapproved for payment, the portion or amount of the Architect's invoices that are approved for payment, and the basis for the District's disapproval of the disputed portion(s) or amount(s) of the Architect's invoices ("Disputed Architect Invoice Detail").

21.1.2. If the Architect disagrees with the Disputed Architect Invoice Detail, the Architect shall communicate to the District in writing, and request to meet and confer in good faith with respect to the Disputed Architect Invoice Detail, to determine if the disagreement can be resolved. The meet and confer shall be scheduled to occur within thirty (30) days of Architect's request. The meet and confer shall include, but are not limited to, face-to-face meeting(s) with the appropriate District and Architect personnel as appropriate and necessary.

21.1.3. If the Parties cannot resolve the matter during this meet and confer process, the Parties shall handle the matter as a "dispute" as provided herein.

21.2. Disputes between the parties arising out of this Agreement shall be resolved by the following processes:

21.2.1. **Negotiation.** The parties shall first attempt in good faith to resolve any dispute arising out of or relating to this Agreement by negotiation. The Parties' meet and confer process for Disputed Architect Invoice Detail as detailed above, shall satisfy this negotiation requirement.

21.2.2. **Mediation.** Within thirty (30) days following the earlier of receipt of notice by one Party from the other Party of a demand for mediation, the Parties shall:

21.2.2.1. Administer the dispute pursuant to the Mandatory Mediation provisions indicated herein, or

21.2.2.2. If there are no other parties involved, administer the dispute pursuant to non-binding mediation administered in accordance with the Commercial Mediation Rules of JAMS/Endispute, unless waived by mutual stipulation of both Parties.

21.2.3. **Litigation.** Disputes arising from this Agreement that cannot be settled through negotiation or mediation (after those processes have been exhausted) shall be litigated in the California Superior Court in the county in which the Project that is the subject of this Agreement is located.

21.3. Architect shall neither rescind nor stop the performance of its Services pending the outcome of any dispute.

## **Article 22. Severability**

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

## **Article 23. Employment Status**

- 23.1. Architect shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which the Architect performs the Services; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 23.2. Architect understands and agrees that the Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 23.3. Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.
- 23.4. Should a relevant taxing authority determine a liability for Services performed by Architect for District, upon notification of such fact by District, Architect shall promptly remit such amount due or arrange with District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against that liability).
- 23.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect was not an employee.
- 23.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

## **Article 24. Warranty and Certification of Architect**

- 24.1. Architect warrants and certifies that the Architect is properly certified and licensed under the laws and regulations of the State of California to provide the Services that it has agreed to perform.
- 24.2. Architect warrants and certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-



insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services.

- 24.3. Architect warrants and certifies that it is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). Since the Architect is performing Services as part of an applicable “public works” or “maintenance” project, and since the total compensation is One Thousand Dollars (\$1,000) or more, the Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all applicable Prevailing Wage Laws. Architect shall ensure that it and its Consultants comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5.

**Article 25. Cost Disclosure - Documents and Written Reports**

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Agreement exceeds Five Thousand Dollars (\$5,000).

**Article 26. Notices and Communications**

Notices and communications between the Parties may be sent to the following addresses:

**District:**

Mountain View Whisman School District  
1400 Montecito Ave.  
Mountain View, CA 94043  
ATTN: Ayinde Rudolph  
Telephone: 650-526-8907

**Architect:**

Dreilling Terrones Architecture  
1103 Juanita Avenue  
Burlingame, CA 94010  
Attn: Richard Terrones  
Telephone: 650-696-1200

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the day after delivery.

**Article 27. Disabled Veteran Business Enterprise Participation**

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the “Act”). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, the Architect, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount paid to DVBEs in conjunction with the Agreement, and documentation demonstrating the Architect’s good faith efforts to meet these DVBE goals.

**Article 28. District’s Right to Audit**

- 28.1. District retains the right to review and audit, and the reasonable right of access to Architect’s and any Consultant’s premises to review and audit the Architect’s compliance with the provisions of this Agreement (“District’s Audit Right”). The District’s Audit Right includes the right to inspect, photocopy, and to retain copies, outside of the Architect’s premises, of any and all Project-related records, documents and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

- 28.2. The District's Audit Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines are necessary to discover and verify that the Architect is in compliance with the requirements of this Agreement.
- 28.3. If there is a claim for additional compensation or for Extra Services, the District's Audit Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 28.4. The Architect shall maintain complete and accurate records for a minimum of seven (7) years and in accordance with generally accepted accounting practices in the industry. The Architect shall make available to the District for review and audit, all Project related accounting records and documents, and any other financial data. Upon District's request, the Architect shall submit exact duplicates of originals of all requested records to the District.
- 28.5. The Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that this Article is binding upon all Consultants.
- 28.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related documents, records and information.
- 28.7. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of more than Ten Thousand Dollars (\$10,000), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of the District, or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement.

#### **Article 29. Other Provisions**

- 29.1. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Architect's failure to perform any of the Services to the Standard of Care as defined herein.
- 29.2. Each Party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each Party acknowledges that the drafting of this Agreement was the product of negotiation, that no Party is the author of this Agreement, and that this Agreement shall not be construed against any Party as the drafter of the Agreement.
- 29.3. The Architect shall issue a credit to the District as an offset to the Architect's Fee, an amount equal to fifty percent (50%) of the actual tax benefit derived by the Architect or its shareholders based on the Project per Internal Revenue Code Section 179(D) (The energy efficient commercial buildings deduction).
- 29.4. The Architect acknowledges that the District is a public agency that is subject to heightened curiosity by the news media and the public and that the Architect may not be apprised of all facts surrounding the Project that Architect is working on. Accordingly, Architect shall promptly refer all inquiries from the news media or public concerning this Agreement or its performance under the Agreement to the District, and Architect shall not make any statements or disclose any documents to the media or the public relating to the performance under this Agreement or the effects caused thereby. If Architect

receives a complaint from a citizen or member of the public concerning the performance or effects of this Agreement, it shall promptly inform the District of that complaint. In its sole discretion, the District shall determine the appropriate response to the complaint.

- 29.5. **Confidentiality.** Architect, and its Consultants, and employee(s) shall maintain the confidentiality of all information received in the course of performing the Services. Architect understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 29.6. All Exhibits and all Certificates attached hereto are hereby incorporated by this reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

Dated: \_\_\_\_\_, 20\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_

**Mountain View Whisman School District**

**Dreilling Terrones Architecture, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

**EXHIBIT A  
RESPONSIBILITIES AND SERVICES OF ARCHITECT  
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**Project Description.** The Project shall include the design of the following at Vargas Elementary School (“**School Site(s)**”):

- Demolition of existing parking lot surfacing
- Selection of DSA pre-checked steel shade or carport structure
- Replace and/or run new electrical lines as necessary to achieve design intent
- Immediate surrounding site repair / alterations
- Provide drawings and details indicating areas of work
- Provide Civil Engineer, Electrical Engineer and Landscape Architect coordinated drawings.

Architect shall provide all professional services necessary for completing the following:

**1. BASIC SERVICES**

Architect agrees to provide the services described below:

- 1.1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all Master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services.
- 1.2. The District shall provide all information available to it to the extent the information relates to Architect’s scope of work. This information shall include, if available;
  - 1.2.1. Physical characteristics;
  - 1.2.2. Legal limitations and utility locations for the Project site(s);
  - 1.2.3. Written legal description(s) of the Project site(s);
  - 1.2.4. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
  - 1.2.5. Adjacent drainage;
  - 1.2.6. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
  - 1.2.7. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;

- 1.2.8. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
- 1.2.9. Surveys, reports, as-built drawings; and
- 1.2.10. Subsoil data, chemical data, and other data logs of borings.

Architect shall Visually Verify this information and all existing utilities related to the Project, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design or if the Architect requires a topographical survey; geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, the Architect shall request that the District acquire that information at the soonest possible time after Architect becomes aware that this additional information is needed. If the Parties mutually agree, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

- 1.3. **Technology Backbone.** Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with the District's Information Technology Department and/or the District's technology consultant, and lay out any included technology backbone system. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. Architect and consultant(s) shall prepare and be responsible for documents prepared by the Architect based on the information provided by the District's technology consultant as appropriate to the level of design completion.

- 1.4. **Interior Design.** Provide interior design and other similar services required for or in connection with selection and color coordination of materials. Architect is required to coordinate the placement of furniture, equipment layout, or schematic space allocation. The District shall procure furnishings and moveable equipment. Advise the District on lead times and availability of all Project equipment, materials, supplies, and furnishings to ensure that all of these will be available to the District in a timely fashion so as to not delay the Project and/or delay the District's beneficial occupancy of the Project.

- 1.5. **Mandatory Assistance**

Except for Claims as defined in this Agreement, if a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

The District will compensate the Architect for fees incurred for providing Mandatory Assistance as Extra Services under Exhibit B. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the negligent acts, errors, or omissions of the Architect, its agents,

officers, and employees, the Architect shall reimburse the District based on its final determined percentage of proportionate fault. The determination of Architect's proportionate percentage of fault shall be determined consistent with the procedure set forth in the "Architect Indemnity" provisions of this Agreement. The District is then entitled to reimbursement of all fees paid to the Architect, its agents, officers, and employees for Mandatory Assistance.

#### 1.6. **Oversight and Inspection Requirements**

- 1.6.1. The Architect agrees and acknowledges that the Architect must comply with all applicable DSA requirements, including the requirements of the most recent versions (including any updates to any of these documents made by DSA during the performance of the Services) of DSA documents PR 13-01 (Procedure: Construction Oversight Process) attached hereto as **Exhibit F ("PR 13-01")**, IR A-6 (Interpretation of Regulations: Construction Change Document Submittal and Approval Process) attached hereto as **Exhibit G ("IR A-6")**, DSA Form 3 (Project Submittal Checklist) attached hereto as **Exhibit H ("Form 3")**, and all other applicable documents and requirements.
- 1.6.2. **Distribution of CCD Category A Documents:** The Architect shall provide the Contractor and Project Inspector with DSA approved CCD Category A prior to commencement of work shown thereon.
- 1.6.3. **CCD Category A Statement in Final Verified Report.** The final verified report (form DSA-6A/E) from the Architect must include a statement that all changes to or affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project have been approved by DSA.

## 2. **PRE-DESIGN AND START-UP SERVICES**

### 2.1. **Project Initiation**

Upon final execution of the Agreement with the District, the Architect shall:

- 2.1.1. Within the first week following execution of the Agreement, review the proposed Schedule of Work set forth in Exhibit C to the Agreement and prepare a detailed scope of work list and work plan for documentation in a computer-generated Project schedule to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for the review and approval by the District and by all regulatory agencies and additional definition of deliverables.
- 2.1.2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

### 2.2. **Development of Architectural Program**

The Architect shall prepare for the District's review an architectural program as follows:

- 2.2.1. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data

pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.

- 2.2.2. Review DSA codes pertaining to the proposed Project design.
- 2.2.3. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- 2.2.4. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.
- 2.2.5. Administer Project as required to coordinate work with the District and between Consultants.
- 2.2.6. Construction Cost Budget
  - 2.2.6.1. Architect shall have responsibility to further develop review, and reconcile the Construction Cost Budget within the parameters of the Project Budget established in the District's implementation plan. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional architectural programs as approved by the District. The following conditions apply to the Construction Cost Budget prepared by the Architect:
    - 2.2.6.1.1. All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and its representatives.
    - 2.2.6.1.2. Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.
    - 2.2.6.1.3. Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.
    - 2.2.6.1.4. The Architect shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.
    - 2.2.6.1.5. One week prior to submittal of documents, the Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
    - 2.2.6.1.6. Mechanical, electrical, civil, landscape and estimating consultant(s) shall participate in the progress meeting as appropriate and shall

provide input and feedback into the development of the Construction Cost Budget.

- 2.2.6.2. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

### 2.3. **Presentation**

Architect along with any involved consultant(s) shall present and review with the District and, if directed, with it's the District's governing board, the summary and detail of work involved in this Phase, including two dimensional renderings of any proposed facility suitable for public presentation.

### 2.4. **Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one copy of each item in electronic format:

- 2.4.1. Two copies of Architectural Program (Include comparison between developed program and "model" program, include narrative explaining any substantial deviations);
- 2.4.2. Two copies of Site Plan;
- 2.4.3. Two copies of revised Construction Cost Budget;
- 2.4.4. Two copies of final Schedule of Work;
- 2.4.5. Two copies of meeting Reports/Minutes from Kick-off and other meetings;
- 2.4.6. Two copies of renderings provided to District for public presentation.

### 2.5. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

## 3. **SCHEMATIC DESIGN PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

- 3.1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
- 3.2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.



**3.3. Architectural**

- 3.3.1. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
- 3.3.2. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
- 3.3.3. As applicable, identify proposed roof system, deck, insulation system and drainage technique.
- 3.3.4. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
- 3.3.5. Identify code requirements, include occupancy classification(s) and type of construction.

**3.4. Structural**

- 3.4.1. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists); with preliminary sizing identified.
- 3.4.2. Identify foundation systems (including fill requirements, piles, caissons, spread footings); with preliminary sizing identified.

**3.5. Mechanical**

- 3.5.1. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.
- 3.5.2. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- 3.5.3. Show selected system on drawings as follows:
  - 3.5.3.1. Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
  - 3.5.3.2. Location and preliminary sizing of all major equipment and duct work in allocated spaces.
  - 3.5.3.3. Schematic piping.
  - 3.5.3.4. Temperature control zoning.
- 3.5.4. Provide design criteria to include the intent base of design for the projects.
- 3.5.5. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

**3.6. Electrical**

- 3.6.1. Calculate overall approximate electrical loads.
- 3.6.2. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
- 3.6.3. Show system(s) selected on drawings as follows:
  - 3.6.3.1. Single line drawing(s) showing major distribution system.
  - 3.6.3.2. Location and preliminary sizing of all major electrical systems and components including:
    - 3.6.3.2.1. Load centers.
    - 3.6.3.2.2. Main panels.
    - 3.6.3.2.3. Switch gear.
- 3.6.4. Provide design criteria to include the intent base of design for the projects.
- 3.6.5. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

**3.7. Civil**

- 3.7.1. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- 3.7.2. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.
- 3.7.3. Coordinate finish floor elevations with architectural site plan.

**3.8. Landscape**

Develop and coordinate landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

**3.9. Specifications**

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents ("Division 0" documents) and Division 1 documents as part of its work under the Agreement.

**3.10. Construction Cost Budget**

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

3.10.1. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.

3.10.1.1. General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.

3.10.2. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.

3.10.3. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

3.10.4. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

3.10.5. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

3.10.6. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

### 3.11. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated and requested by District and School Site staff as necessary, conduct meetings, site visits, and workshops. Architect shall take part in any and all reasonably necessary meetings requested by District and School Site staff during the Schematic Design Phase.

### 3.12. **Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

3.12.1. Two copies of breakdown of Construction Cost Budget as prepared for this Phase;

3.12.2. Two copies of meeting Reports/Minutes;

3.12.3. Two copies of Schematic Design Package with alternatives;

3.12.4. Two copies of a statement indicating changes made to the Architectural Program and Schedule;

- 3.12.5. Two copies of DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

**3.13. Presentation**

- 3.13.1. Architect shall present and review with the District the detailed Schematic Design.
- 3.13.2. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

**3.14. District Sign Off**

- 3.14.1. Architect shall not begin Design Development Phase services until the District has approved of the Schematic Design Package in writing.

**4. DESIGN DEVELOPMENT PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare from the accepted deliverables from the Schematic Design Phase the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of work:

**4.1. Architectural**

- 4.1.1. Scaled, dimensioned floor plans with final room locations including all openings.
- 4.1.2. 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- 4.1.3. Identification of all fixed equipment to be installed in contract.
- 4.1.4. Site plan completely drawn with beginning notes and dimensions including grading and paving.
- 4.1.5. Preliminary development of details and large scale blow-ups.
- 4.1.6. Legend showing all symbols used on drawings.
- 4.1.7. Floor plans identifying all fixed and major movable equipment and furniture.
- 4.1.8. Further refinement of Outline Specification for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- 4.1.9. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
  - 4.1.9.1. Light fixtures.
  - 4.1.9.2. Ceiling registers or diffusers.
  - 4.1.9.3. Access Panels.

**4.2. Structural:**

- 4.2.1. Structural drawing with all major members located and sized.
- 4.2.2. Establish final building and floor elevations.
- 4.2.3. Preliminary specifications.
- 4.2.4. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

**4.3. Mechanical**

- 4.3.1. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
- 4.3.2. Major mechanical equipment should be scheduled indicating size and capacity.
- 4.3.3. Ductwork and piping should be substantially located and sized.
- 4.3.4. Devices in ceiling should be located.
- 4.3.5. Legend showing all symbols used on drawings.
- 4.3.6. More developed Outline Specifications indicating quality level and manufacture.
- 4.3.7. Control Systems to be identified.
- 4.3.8. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

**4.4. Electrical**

- 4.4.1. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.
- 4.4.2. All major electrical equipment should be scheduled indicating size and capacity.
- 4.4.3. Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.
- 4.4.4. Legend showing all symbols used on drawings.
- 4.4.5. More developed and detailed Outline Specifications indicating quality level and manufacture.
- 4.4.6. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

**4.5. Civil**

- 4.5.1. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.
- 4.5.2. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

**4.6. Landscape**

Further refinement of Schematic Design concepts. Includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

**4.7. Bid Documents**

Architect shall review and comment on District's construction bid contracts and contract documents ("Division 0" documents and "Division 1" documents) as part of its work under the Agreement.

**4.8. Construction Cost Budget**

- 4.8.1. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget:
- 4.8.2. Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups, and general conditions shall be listed separately.
- 4.8.3. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- 4.8.4. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- 4.8.5. At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

**4.9. Deliverables and Numbers of Copies**

- 4.9.1. Two copies of Design Development drawing set from all professional disciplines necessary to deliver the Project;
- 4.9.2. Two copies of Specifications;
- 4.9.3. Two copies of revised Construction Cost Budget;

- 4.9.4. Two copies of DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

**4.10. Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated and requested by District and School Site staff as necessary, conduct meetings, site visits, and workshops. Architect shall take part in any and all reasonably necessary meetings requested by District and School Site staff during the Design Development Phase.

**4.11. District Sign Off**

Architect shall not begin Design Development Phase services until the has approved the Design Development floor plan in writing.

**5. CONSTRUCTION DOCUMENTS PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work:

**5.1. Construction Documents ("CD") 50% Stage:**

**5.1.1. General**

Prior to listing any specific equipment, material, supply, or furnishing, Architect shall verify, list and identify lead times and availability of all Project equipment, materials, supplies, and furnishings and ensure that all of these will be available to the contractor(s) in a timely fashion so as to not delay the Project and/or delay the District's beneficial occupancy of the Project. The Architect shall also provide other options to the District regarding other possible and more available equipment, materials, supplies, or furnishings.

**5.1.2. Architectural**

5.1.2.1. Site plan developed to show building location, and major site elements.

5.1.2.2. Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.

5.1.2.3. Architectural details and large blow-ups started.

5.1.2.4. Well developed finish, door, and hardware schedules.

5.1.2.5. Fixed equipment details and identification started.

- 5.1.2.6. Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
- 5.1.3. Structural
  - 5.1.3.1. Structural floor plans and sections with detailing well advanced.
  - 5.1.3.2. Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
  - 5.1.3.3. Completed cover sheet with general notes, symbols and legends.
- 5.1.4. Mechanical
  - 5.1.4.1. Mechanical calculations virtually completed with all piping and ductwork sized.
  - 5.1.4.2. Large scale mechanical details started.
  - 5.1.4.3. Mechanical schedule for equipment substantially developed.
  - 5.1.4.4. Complete design of Emergency Management System (“EMS”).
- 5.1.5. Electrical
  - 5.1.5.1. Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.
  - 5.1.5.2. Distribution information on all power consuming equipment; lighting and device branch wiring development well started.
  - 5.1.5.3. All electrical equipment schedules started.
  - 5.1.5.4. Special system components approximately located on plans.
  - 5.1.5.5. Complete design of low voltage system. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.
- 5.1.6. Civil
  - 5.1.6.1. All site plans, site utilities, parking, walkway, and roadway systems updated to reflect update revisions from Design Development Phase Documents, including all topographical and major site elements and existing/proposed contour lines.
  - 5.1.6.2. Site utility plans started.
- 5.1.7. Landscape
  - All landscape, hardscape, and irrigation plans updated to reflect update revisions from Design Development Phase Documents.
- 5.1.8. Construction Cost Budget



5.1.8.1. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development Phase revisions to the Construction Cost Budget. Architect shall provide a Construction Cost Budget sorted by the Project Bid Packages.

5.1.8.2. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

5.1.8.3. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

5.1.8.4. At this stage of the design, the Construction Cost Budget may include design contingencies of no more than 5% in the cost estimates.

5.1.9. Specifications

More than fifty percent (50%) complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

5.1.9.1. No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

5.1.9.1.1. The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400, or

5.1.9.1.2. The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code, section 3400

5.1.9.2. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.

5.1.9.3. Specifications shall be in CSI format.

5.1.10. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

5.1.10.1. Two copies of reproducible copies of working drawings;

5.1.10.2. Two copies of specifications;

5.1.10.3. Two copies of statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

5.1.10.4. Two copies of a statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the

previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

**5.1.11. District Sign Off**

Architect shall not begin Construction Documents – 100% / Completion Stage services until the District has approved the then current fixtures, equipment, and finishes prepared by Architect in writing.

**5.2. Construction Documents – 100% / Completion Stage:**

**5.2.1. Architectural**

5.2.1.1. Completed site plan.

5.2.1.2. Completed floor plans, elevations, and sections.

5.2.1.3. Architectural details and large blow-ups completed.

5.2.1.4. Finish, door, and hardware schedules completed, including all details.

5.2.1.5. Fixed equipment details and identification completed.

5.2.1.6. Reflected ceiling plans completed.

**5.2.2. Structural**

5.2.2.1. Structural floor plans and sections with detailing completed.

5.2.2.2. Structural calculations completed.

**5.2.3. Mechanical**

5.2.3.1. Large scale mechanical details complete.

5.2.3.2. Mechanical schedules for equipment completed.

5.2.3.3. Completed electrical schematic for environmental cooling and exhaust equipment.

5.2.3.4. Complete energy conservation calculations and report.

**5.2.4. Electrical**

5.2.4.1. Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.

5.2.4.2. Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

5.2.4.3. All electrical equipment schedules completed.

5.2.4.4. Special system components plans completed.

5.2.4.5. Electrical load calculations completed.

5.2.5. Civil

All site plans, site utilities, parking and roadway systems completed.

5.2.6. Construction Cost Budget

5.2.6.1. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the 50% Construction Documents Phase revisions to the Construction Cost Budget.

5.2.6.2. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

5.2.6.3. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

5.2.6.4. At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

5.2.7. Specifications

5.2.7.1. Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

5.2.7.2. No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

5.2.7.2.1. The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400; or

5.2.7.2.2. The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code, section 3400.

5.2.7.3. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.

5.2.7.4. At one hundred percent (100%) review, District shall review the specifications and shall direct Architect to make corrections at no cost to the District.

5.2.7.5. Coordination of the Specifications with specifications developed by other disciplines.

5.2.7.6. Specifications shall be in CSI format.

5.2.8. **Constructability Review**

The District and/or its designee shall conduct a construction review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report.

5.2.9. **Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

5.2.9.1. Two copies of reproducible copies of working drawings;

5.2.9.2. Two copies of specifications;

5.2.9.3. Two copies of engineering calculations;

5.2.9.4. Two copies of revised Construction Cost Budgets;

5.2.9.5. Two copies of statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

5.2.9.6. Two copies of DSA file including all correspondence, meeting, back check comments, checklists to date;

5.2.9.7. Two copies of a statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

5.2.10. **District Sign Off**

Architect shall not begin Construction Documents (CD) Final Back-Check Stage services until the District approved of the final fixtures, equipment, and finishes prepared by Architect in writing.

5.3. **Construction Documents (CD) Final Back-Check Stage**

The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.

5.3.1. **Approval of Construction Documents.** Architect shall obtain all necessary approvals for the Construction Documents for the Project from governmental agencies with jurisdiction therefor as necessary for the bidding and construction of the Work depicted in the Construction Documents, including without limitation, approvals by DSA. Architect shall revise the Construction Documents as required by DSA or other governmental agencies to obtain their respective approvals of the Construction Documents. Except for the Architect's fees (which are included in the Contract Price for Basic Services) incurred in obtaining the approvals or preparing revisions pursuant to the foregoing, the District shall pay all other costs or fees necessary for obtaining the approvals.

- 5.3.2. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:
  - 5.3.2.1. Drawings: Original tracings of all drawings on Architect's tracing paper with each Architect/consultant's State license stamp.
  - 5.3.2.2. Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- 5.3.3. Architect shall update and refine the consultants' completed Construction Documents.
- 5.3.4. **District Sign Off**

Architects Construction Documents Phase services shall not be deemed complete until the District has approved the final Construction Documents in writing.

#### 5.4. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated and requested by District and School Site staff as necessary, conduct meetings, site visits, and workshops. Architect shall take part in any and all reasonably necessary meetings requested by District and School Site staff during the Construction Document Phase.

### 6. **BIDDING PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall perform Bidding Phase services for District as follows:

- 6.1. Contact potential bidders and encourage their participation in the Project.
- 6.2. Coordinate the development of the bidding procedures and the construction contract documents with the District.
- 6.3. The development of the bidding procedures and the construction contract documents shall be the joint responsibility of the District and the Architect.
- 6.4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
- 6.5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
- 6.6. Attend bid opening.
- 6.7. Coordinate with Consultants.
- 6.8. Respond to District questions and clarifications.
- 6.9. Deliverables and Number of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

- 6.9.1. Two copies of meeting report/minutes from kick-off meeting;
- 6.9.2. Two copies of meeting report/minutes from pre-bid site walk;
- 6.9.3. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set, and one (1) electronic set of plans in AutoCAD 2006 or compatible set and one (1) electronic copy of the conforming specifications in Microsoft Word.

## **7. CONSTRUCTION ADMINISTRATION PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall perform Construction Administration Phase services for the District as follows:

- 7.1. The Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.

### **7.2. Change Orders**

- 7.2.1. Architect shall review all of contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the contractor for clarification, or rejected.
- 7.2.2. The Architect shall furnish all necessary additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these drawings from the Architect and shall be at no additional cost unless designated as Extra Services by the District. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

### **7.3. Submittals**

- 7.3.1. Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and change orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- 7.3.2. Architect shall review contractor's schedule of submittals and advise the District on whether that schedule is complete. The Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.

- 7.3.3. The Architect's action upon contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed ten (10) business days from its receipt by the Architect, unless the complexity of the submittal warrants a longer time period for the review to be mutually agreed upon by both parties. Architect's response to each submittal shall be a substantive and acceptable response. This 10-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents.
- 7.4. **RFIs.** During the course of construction, all Requests for Information ("RFI") must be responded to as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from the receipt by the Architect, unless the complexity of the RFI warrants a longer time period for review as reasonably agreed to by the District in writing in its sole discretion. Architect's response to each RFI shall be a substantive and acceptable response. This 7-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents.
- 7.5. On the basis of on-site observations, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall notify the District in writing of any defects or deficiencies in the work by any of the District's contractors that the Architect may observe. However, the Architect shall not be a guarantor of the contractor's performance. Further, The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.
- 7.6. **Rejection of Work.** The Architect shall have the authority, only after pre-approval of the District, to reject Project contractor(s)'s work that does not conform to the requirements of the construction contract documents. The Architect shall have the authority, upon its sole discretion, to reject Project contractor(s)'s work that presents an immediate risk of injury to persons.
- 7.7. **Quality Control/Punch List Process.** Architect shall evaluate during the Construction Administration and Closeout Phases the contractor(s)' execution and overall delivery of its work throughout the construction process shall use its best efforts to ensure the Project meets or exceeds the criteria as set forth in the Conforming Set. The Parties acknowledge that this process is not commissioning of the Project or the Project's system(s).
- 7.7.1. The Quality Control/Punch List ("QC"/"Punch") Process is a comprehensive and systematic process to verify that the building systems and assemblies are constructed and installed as designed to meet the District's requirements. Quality Control during the Construction Phase, the Closeout Phase, and all warranty periods shall achieve the following specific objectives:
- 7.7.1.1. Verify and document that assemblies and equipment are installed per manufacturer's recommendations, product minimum standards, and the design intent expressed in the Contract Documents.

- 7.7.1.2. Verify and document that the manufacturer(s) and designer(s) of assemblies, equipment, and systems have approved the full compliance, performance, and operation of all completed assemblies, equipment, and systems for that they manufactured and/or designed.
  - 7.7.1.3. Verify and document assembly, equipment, and system function.
  - 7.7.1.4. Verify the completeness of operations and maintenance materials.
  - 7.7.1.5. Assist the District so that the District's operating personnel receive all required training and are offered additional and supplemental training, on the operation and maintenance of building assemblies, equipment, and systems, all to be provided by the party responsible for providing that training.
  - 7.7.1.6. In addition to all incomplete items on its punch list, document items of known non-compliance in materials, installation or operation.
- 7.7.2. The QC/Punch Process does not reduce the responsibility of any designers or contractors to provide a finished and fully functioning product.
- 7.8. **As-Built Drawings.** Architect shall review and evaluate for District, the contractor(s)' documentation of the actual construction performed during the Project that the contractor(s) should prepare and submit as As-Built. As-Built are documents that show the actual construction performed during the Project, including changes necessitated by change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
  - 7.8.1. Architect shall provide to contractor(s), electronic "background" copies of all plans on which the contractor(s) shall indicate its "As-Built" in electronic format back to the District.
- 7.9. **Record Drawings.** Only if requested specifically by the District, Architect shall incorporate all information on all As-Built, sketches, details, and clarifications, and prepare one set of final Record Drawings for the District. The Record Drawings shall incorporate onto one set of electronic drawings, all changes from all As-Built, sketches, details, and clarifications. If a set of Record Drawings has been requested by the District, then (1) the Architect shall deliver it to the District at completion of the construction and (2) it shall be a condition precedent to the District's approval of the Architect's final payment. The Architect may insert the following notice on the Record Drawings:

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. The Architect has provided a review consistent with its legal standard of care.
- 7.10. **O&M Manuals / Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
- 7.11. Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and apparent deficiencies in construction following the acceptance of the contractor's work.
- 7.12. **Contractor's Application for Payment.** Failure of Architect to perform the following tasks shall be a material breach of the Agreement.
  - 7.12.1. **Development of Payment Procedures.** In consultation with the District and the construction manager, the Architect shall assist in the development and implementation



of procedures, forms and documents for the submittal, review, processing and disbursement of Progress Payments to the Project contractor(s).

- 7.12.2. **Certification of Payment Due.** Based on the Architect's observations and evaluations, the Architect shall certify the amount due on each application for progress payment. The Architect shall review and respond to applications for progress payment in a prompt manner so as to allow the District to timely meet its payment obligations to the Project contractor(s) under the terms of the construction contract documents and applicable law, rule or regulation.
- 7.12.3. **Final Payment.** The Architect shall review, evaluate and certify for payment the Project contractor(s)'s application for final payment. The Architect shall review and respond to the Project contractor(s)'s application for final payment in a prompt manner so as to allow the District to timely meet its obligation to make payment of the Final Payment under applicable law, rule or regulation.
- 7.12.4. Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the contract documents.

#### 7.13. **Deliverables and Number of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

- 7.13.1. Two copies of meeting report/minutes from kick-off meeting;
- 7.13.2. Two copies of observation reports;
- 7.13.3. Two copies of weekly meeting reports.

#### 7.14. **Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

- 7.15. **Duty to Timely Respond to DSA Inquiries.** Architect acknowledges that the District, DSA, and/or the Inspector of Record may require Architect to submit changes or clarifications to the Construction Drawings and other documentation to DSA for its consideration and approval during the Construction Administration Phase ("**DSA Request**"). Any delay by Architect in responding to the DSA Request is likely to result in delays to the Project. Accordingly, Architect shall respond expeditiously and with all due diligence to any DSA Request ("**DSA Response**"), provided that in no event shall the Architect's DSA Response occur later than two (2) days after Architect receives notice of the DSA Request, unless a longer period of time is approved in writing, in advance, by the District.

### 8. **CLOSEOUT PHASE**

- 8.1. As the Construction Administration Phase progresses, the Architect shall perform the following Closeout Phase services for the District as required:

- 8.1.1. Architect shall review the project and observe the construction as required to determine when the contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
- 8.1.2. Architect shall collect from the contractor, review, and forward to the District all written warranties, operation manuals, spare parts, lien waivers, and Certificates of Inspection and Occupancy with Architect's recommendation as to the adequacy of these items.
- 8.1.3. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
- 8.1.4. Architect shall obtain all required DSA approval on all change orders and addenda to the contractor's contract.
- 8.1.5. Architect shall prepare verified report(s) for the Project (DSA-6A/E Verified Report, Rev 04/08, or more recent revision if available).
- 8.1.6. Architect shall prepare a set of Record Drawings for the Project, as requested by the District.
- 8.1.7. Architect shall review a package of all warranty and O&M documentation prepared by Contractor and specifically identify any deficiencies.
- 8.1.8. Architect shall organize electronic files, plans and prepare a Project binder, or an equivalently organized electronic submission.
- 8.1.9. Architect shall coordinate all Services required to close-out the design and construction of the Project with the District and between consultants.
- 8.1.10. Architect shall coordinate and obtain DSA approval of the Project in a time period not to exceed twelve months from the date of the start of the Closeout Phase (see Exhibit C) or issuance of final payment release to the contractor(s); whichever is soonest.
- 8.2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
- 8.3. **Deliverables and Number of Copies**
  - 8.3.1. Punch lists for each site;
  - 8.3.2. Upon completion of the Project, all related project documents, including As-Builts and Record Drawings (if requested by the District). These are the sole property of the District.
- 8.4. **Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

## **9. MEETINGS / SITE VISITS / WORKSHOPS**

- 9.1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits and workshops, as indicated below. Architect shall chair, conduct and take minutes of all meetings

Architect attends (excluding Governing Board meetings and Citizens' Bond Oversight Committee meetings). Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings. The approximate number of meetings below is an estimated requisite to adequately achieve the indicated meeting objective. THE EXACT NUMBER OF MEETINGS REQUIRED TO ACCOMPLISH THE MEETING OBJECTIVES WILL BE BASED ON THE ARCHITECTURAL TEAM'S PERFORMANCE. ADDITIONAL MEETINGS OR FEWER MEETINGS MAY BE HELD, AS NECESSARY, TO ACHIEVE THE MEETING OBJECTIVES, BUT AT NO ADDITIONAL COMPENSATION TO THE ARCHITECT.

**9.2. General Meeting, Site Visit and Workshop Requirements**

- 9.2.1. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or contractors, as applicable.
- 9.2.2. Architect shall maintain documentation of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
- 9.2.3. As required, Architect shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.
- 9.2.4. Each meeting may last up to one full day (eight (8) hours) and shall be held at the District office or at one of the Project sites, unless otherwise indicated.

**9.3. Meetings During Project Initiation Phase (Three (3) meeting(s))**

- 9.3.1. Within the first week following execution of the Agreement, the Architect shall participate in one Project kick-off meeting to determine the Project intent, scope, budget and timetable, which shall encompass the following:
  - 9.3.1.1. The Architect, its appropriate consultant(s), and District staff, shall attend the meeting.
  - 9.3.1.2. The Project kick-off meeting will introduce key team members from the District and the Architect to each other, defining roles and responsibilities relative to the Project.
  - 9.3.1.3. During this meeting, the Architect shall:
    - 9.3.1.3.1. Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
    - 9.3.1.3.2. Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
    - 9.3.1.3.3. Review and explain the scope of work and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.

- 9.3.1.3.4. Review documentation of the Project kick-off meeting prepared by the District's representative and comment prior to distribution.

**9.4. Initial Site Visits (Three (3) meeting (s))**

- 9.4.1. Architect shall visit the Project sites to complete a visual inventory and documentation of the existing conditions.

**9.5. Meetings During Architectural Program (Three (3) meeting (s))**

- 9.5.1. Architect shall participate in two (2) public community information site meetings to receive input from the community regarding its wishes and expectations regarding the design of Architect's work on the Project and the schedule of use of the sites during construction.
- 9.5.2. Architect shall conduct one (1) site meeting with the District's facilities team to gather information from District facilities team and site personnel and to make a visual presentation regarding the Project.
- 9.5.3. Electrical, civil, mechanical, structural, landscaping, and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.

**9.6. Meetings During Schematic Design Phase (Eight (8) meeting (s))**

- 9.6.1. Within the first two weeks following the start of the Schematic Design Phase, Architect shall conduct one design workshop with the District's facilities team and site personnel to complete a basic design framework with computer-aided design equipment (CADD). The District may, at its discretion, allow the Architect to proceed with this meeting without using CADD. Architect shall conduct a meeting at least every two (2) weeks during this Phase with itself, all its Consultants required for that meeting, the District, and their designated representatives, until the District has indicated its acceptance with the Architect's Schematic Design. The District reserves the right to require attendance of specific Consultant(s). This workshop shall include the following:
  - 9.6.1.1. Architect shall designate its team member duties and responsibilities;
  - 9.6.1.2. Architect and District shall review District goals and expectations;
  - 9.6.1.3. District shall provide input and requirements;
  - 9.6.1.4. Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Project Budget;
  - 9.6.1.5. Prepare and/or revise the scope of work list and general work plan from the Pre-Design Phase, for documentation in a computer-generated Project schedule;
  - 9.6.1.6. Establish and agree regarding methods to facilitate the communication and coordination efforts for the Project.

9.6.2. Architect shall conduct approximately four (4) District-Architect Coordination meetings, one every 2 weeks, throughout the Schematic Design Process.

9.6.3. Architect shall conduct approximately four (4) Design Committee meetings throughout the Schematic Design Process.

**9.7. Meetings During Design Development Phase (Six (6) meeting (s))**

9.7.1. At the time designated for completion of the Design Development package, Architect shall conduct four meetings with the District to review the following:

9.7.1.1. Present the Design Development package for review and comment to proceed with preparation of final plans and specification.

9.7.1.2. Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Project Budget.

**9.7.2. Value Engineering Workshop (Two (2) meeting (s))**

Architect shall conduct value engineering workshop(s), as requested by the District, including all of Architect's consultant(s), the District, and the Construction Manager during the Design Development Phase. This workshop shall be ongoing and may include several meetings.

**9.8. Meetings During Construction Documents Phase (Eight (8) meeting (s))**

9.8.1. Prior to beginning work on the fifty percent (50%) design package, Architect shall conduct meetings with the District to revise the Design Development package and receive comments.

9.8.2. At the time designated for completion of the fifty percent (50%) submittal package, Architect shall conduct one meeting, per package or submittal, with the District to review the following:

9.8.2.1. Present the fifty percent (50%) submittal package for review and comment to proceed with preparation of final plans and specification.

9.8.2.2. Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Project Budget;

9.8.3. At the time designated for completion of the one hundred percent (100%) Construction Document package, Architect shall conduct meetings with the District to review the following:

9.8.3.1. Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specification.

9.8.3.2. Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Project Budget.

**9.9. Meetings During Bidding Phase (Three (3) meeting (s))**

- 9.9.1. Attend and take part in two meetings with all potential bidders, District staff, and Construction Manager.
- 9.9.2. Conduct one kick-off meeting, per site, with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

**9.10. Meetings During Construction Administration Phase**

- 9.10.1. Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the contract documents and to monitor the progress of the construction of the Project.
- 9.10.2. Conduct weekly project meetings with District staff to review with District staff the progress of the work at each site.
- 9.10.3. Architect shall ensure that consultant(s) visit the site in conformance with their agreement.

**9.11. Citizens' Bond Oversight Committee Meetings**

Architect acknowledges that the design and construction of the Project is subject to oversight by the District's citizen bond oversight committee. Architect shall, at the District's direction, attend District citizen bond oversight committee meeting(s) and present the Architect's design to the District's citizen bond oversight committee for review and recommendation to the District's governing board.

**9.12. Governing Board Meetings**

Architect acknowledges that the District's governing board must approve all designs. Architect shall, at the District's direction, attend District governing board meeting(s) and present the Architect's design to the District's governing board for review and approval.

## EXHIBIT B

### CRITERIA AND BILLING FOR EXTRA SERVICES

Architect shall bill hourly for any Extra Services, unless provided for otherwise herein, or unless an alternate payment structure is expressly requested in writing by the District. The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized in writing by the District in accordance with the Article "Payment for Extra Services or Changes" in the Agreement:

1. Making revisions in drawings, specifications, or other documents when such revisions are:
  - 1.1. Required to comply with direction from the District that is substantively different than approvals or instructions previously given by the District.
  - 1.2. Required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set, unless those enactments or revisions were foreseeable or reasonably should have been foreseeable by the Architect prior to preparation of the Conforming Set.
  - 1.3. Due to changes required as a result of the District's failure to respond to a written request from the Architect within a reasonable time, as requested by Architect.
  - 1.4. Required to provide services in connection with Change Orders and directive not the fault of the Architect.
2. Providing services required because of significant documented changes in a Project initiated by the District, including but not limited to size, quality, complexity, the District's schedule, or method of bidding or negotiating and contracting for construction.
3. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
4. Providing services made necessary by the default of contractor(s), by major defects, or deficiencies in the work of contractor(s).
5. In the absence of a final Certificate of Payment or Notice of Completion, providing Services more than sixty (60) days after the date of completion of work by contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
6. Providing deliverables or other items in excess of the number indicated in **Exhibit A**. Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit A**, so that District can procure the additional deliverables itself or direct Architect to procure the deliverables at District's expense or on District's account at a specific vendor. This includes the cost and preparation of Record Drawings.
7. Providing services as directed by the District that are not part of the Services of this Agreement.
8. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.

9. Providing training, adjusting, or balancing of systems and/or equipment sixty (60) days after completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
10. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

<u>Job Title</u>	<u>Hourly Rate</u>
Principal	\$270.00
Project Architect	\$175.00
Clerical	\$115.00

11. The mark-up on any approved item of Extra Services performed by Consultant(s) shall not exceed **five percent (5%)**.
12. Mileage to/from Project is **NOT** reimbursable as Extra Services.



## **EXHIBIT C**

### **SCHEDULE OF WORK**

1. Promptly after the execution of this Agreement, the Architect shall prepare and submit for approval to the District a Schedule of Work showing the order in which Architect proposes to carry out Architect's work within the Term as defined in the Agreement ("Schedule of Work"). The Schedule of Work shall apply to the completion of all services listed hereunder within the times established by this Agreement. The Schedule of Work shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Work on a monthly basis and deliver two (2) copies to the District along with the monthly billing.
2. Architect shall complete all work and services required per the Schedule of Work after written authorization from the District to proceed.
3. The durations stated in the Schedule of Work shall include the review periods required by the District and all other regulatory agencies.
4. All times to complete tasks set forth in this Exhibit are of the essence. If delays in the Schedule of Work are imposed by the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Work if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, such extensions shall be authorized in writing by the District.

#### **Schematic Design**

#### **Construction Documents**

#### **DSA Review**

#### **Construction**

**Note:** The exact dates required to achieve the District's overall Project objective and completion are subject to the District's modification, but The Architect acknowledges that its Fee is based on the Architect performing the Services and not based on the length of time to perform those Services or for the design or construction of the Project.

## EXHIBIT D

### PAYMENT SCHEDULE

#### 1. Compensation

- 1.1. District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following (“Fee”):

Based on the OPSC Fee schedule as indicated here:

<b>Architectural</b>	\$5,000
<b>Civil (Consultant)</b>	\$7,700
<b>Electrical/Fire Alarm (Consultant)</b>	\$3,500
<b><u>Reimbursable Expenses</u></b>	\$1,500
<b>TOTAL</b>	\$17,700

- 1.2. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect’s Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel within two hundred (200) miles of a Project location, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit A.** or any other direct or indirect expenses incident to providing the services. Except as expressly set forth in the Agreement and **Exhibit B,** there shall be no payment for extra costs or expenses.
- 1.3. District shall pay Architect for all Services contracted for under this Agreement pursuant to the following schedule (“Payment Schedule”):

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Schematic Design Phase	10%
Design Development Phase	10%
Construction Documents Phase	35%
DSA Stamped Approval	5%
Bidding Phase	5%
Construction Administration Phase	30%
Closeout Phase	10%
Generate Punch List	2%
Sign Off On Punch List	2%
Receive and Review All O&M Documents	2%
Filing All DSA Required Closeout Documents	2%
Receiving DSA Closeout, including DSA approval of the final As-Built set of drawings	2%

2. **Method of Payment.** Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.
- 2.1. If reasonably requested by District and, if reasonably requested, as a precondition of payment, Architect shall submit to District documentation showing proof that payments were made to Architect's consultant(s).
- 2.2. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.
- 2.3. Upon receipt and approval of Architect's invoices, the District agrees to make payments within forty-five (45) days of receipt of the invoice as follows:
- 2.3.1. **Pre- Design/Architectural Program Development Phase:**  
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Pre-Design/Architectural Program.

- 2.3.2. **For Schematic Design Phase:**  
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.
- 2.3.3. **For Design Development Phase:**  
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.
- 2.3.4. **For Construction Documents Phase:**  
Monthly payments for percentage of Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.
- 2.3.5. **For Bidding Phase:**  
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District's award of the bid.
- 2.3.6. **For Construction Administration Phase:**  
Monthly payments based on Architect's invoices pursuant to the following:
1. Monthly payments for the percentage of Services complete, up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District's agreement that the Architect can generate a Punch List as part of the Closeout Phase.
- 2.3.7. **For Closeout:**  
Individual payment(s) proportionate to the items completed within this Phase.

### 3. **Format and Content of Invoices**

- 3.1. Architect acknowledges that the District requires Architect's invoices for Basic Services must include explanations of the Services performed.
- 3.2. For invoices for Extra Services, a more detailed explanation, with specificity, is required. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable for invoices for Extra Services. The times indicated below are just placeholders:

Review/Respond RFI's, Const. Admin Mtgs., Review Shop Drawings, Field Sketches	5.5 hours
Prepare Construction Documents: floor plans, exterior elevations, consultant coordination.	7.5 hours
Master Budget update, Master Schedule Update, Board Presentation, Accounting coordination	6.5 hours

## EXHIBIT E

### INSURANCE REQUIREMENTS

Architect shall procure prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and consultant(s). Architect's liabilities, including but not limited to Architect's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated as a material breach of contract by the District.

1. **Minimum Scope and limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits and shall be on an occurrence-based basis unless otherwise indicated:

- 1.1. **Commercial General Liability.** One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
- 1.2. **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
- 1.3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Architect shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of one million dollars (\$1,000,000) per accident for bodily injury or disease. The Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 1.4. **Employment Practices Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Architect shall keep in full force and effect, an Employment Practices Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of one million dollars (\$1,000,000) per occurrence. The Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 1.5. **Professional Liability.** This insurance shall cover the prime design professional and his/her liability arising from the services of consultant(s) with a minimum of one million dollars (\$1,000,000) per occurrence limit and two million dollars (\$2,000,000) aggregate limit, and subject to no more than **twenty-five thousand dollars (\$25,000) per claim deductible**, coverage to continue through completion of construction plus "tail" coverage for two (2) years thereafter. **This policy can be on a claims-made basis.**

The District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for those changes.

Furthermore, and to the coverage and limits specified herein shall be the greater of:

- 1.6. The minimum coverage and limits specified in this Agreement; or

- 1.7. The broader coverage and maximum limits of coverage, if any, of any existing insurance policy required of the Architect to be kept pursuant to this Agreement.
2. **Deductibles and Self-Insured Retention:** The Architect shall inform the District in writing if any deductibles or self-insured retention exceeds \$25,000. At the option of the District, either:
  - 2.1. The District can accept the higher deductible; or
  - 2.2. The Architect's insurer shall reduce or eliminate the deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers.
3. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
  - 3.1. The District, its trustees, officers, officials, employees, agents and volunteers ("Additional Insureds") are to be covered as additional insureds as respects to liability arising out of activities performed by or on behalf of the Architect; instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Architect shall ensure that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage limits/requirements shall also be available to the Additional Insureds.
  - 3.2. For any claims related to the projects, the Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect's insurance and shall not contribute with it.
  - 3.3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
  - 3.4. The Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - 3.5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District. At the option of the District, the Architect shall be the party required to provide the District this notice in lieu of the Architect's insurance provider.
4. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. The Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, either:
  - 4.1. The District can accept the lower rating;
  - 4.2. Require the Architect to procure insurance from another insurer.
5. **Verification of Coverage:** Architect shall furnish the District with:
  - 5.1. Certificates of insurance showing maintenance of the required insurance coverage;

- 5.2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

**EXHIBIT F**  
**DSA FORM PR 13-01**



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## PROCEDURE: CONSTRUCTION OVERSIGHT PROCESS

Division of the State Architect (DSA) documents referenced within this publication are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

**PURPOSE:** California Code of Regulations (CCR), Title 24, Part 1, Chapter 4, Article 1 (Sections 4-211 through 4-220) and Group 1, Articles 5 and 6 (Sections 4-331 through 4-344) provide regulations governing the construction process for projects under the jurisdiction of the Division of the State Architect (DSA).

This Procedure provides the required, prescribed method for compliance with applicable sections of the above regulations related to communication and documentation of the status of construction inspections and material testing.

See *Section 5* for information on applicability of this procedure to your existing project.

**BACKGROUND:** Successful construction inspections and material testing are critical to the delivery of code compliant projects. Communication and documentation of these inspections and tests are necessary to enable involved parties to understand the status of those inspections and tests, so that conditions not compliant with the DSA-approved construction documents are identified in a timely manner and not covered up by subsequent construction activities.

**DEFINITIONS:** The following definitions apply to terms used in this document:

**Architect/Engineer** – An abbreviated use of the term design professional in general responsible charge.

**Contract** – A written agreement for facility construction, alteration, repair or other construction activities regulated by DSA.

**Contractor** – A company or individual that contracts for or is otherwise responsible for the construction of the project or portions of the project.

**DSA-Approved Construction Documents** – Portions of plans, specifications, *DSA-103: List of Structural Tests and Special Instructions*, addenda, deferred submittals, revisions, and construction change documents (CCDs) duly approved by DSA that contain information related to and affecting structural safety, fire/life safety, and accessibility (refer to *IR A-6: Construction Change Document Submittal and Approval Process* for additional information about CCDs). While all portions of the construction documents may contain a DSA identification stamp, this stamp is not the approval. Approval by DSA is indicated by a letter to the school district. This letter clarifies that the approval is limited to structural safety, fire/life safety and accessibility.

The DSA approval letter states: *“Buildings constructed in accordance with approved drawings and specifications will meet minimum required standard given in Title 24, California Code of Regulations, for structural, and fire and life safety ... and ... certifies that the drawings and specifications are in compliance with State regulations for the reasonable accommodation of the disabled.”*

**Design Professional In General Responsible Charge** – The architect or engineer in general

## CONSTRUCTION OVERSIGHT PROCESS

responsible charge of the project, as listed on Line 21 or 23 of form *DSA 1: Application for Approval of Plans and Specifications and Instructions*.

**Non-Building Site Structures** – Structures that are required to resist loads imposed by gravity, wind, seismic, earth or other external forces and are not enclosed by walls and a roof (examples include: shade structures not enclosed by walls, bleachers, ball walls, trash enclosures, dugouts, tanks, equipment, fences, retaining walls, ramps, stairs, cell towers, light poles, etc.).

The term “Non-Building Site Structures” is used only to clarify the types of site structures that are relevant when issuing form *DSA 152: Project Inspector Card* for site work. These types of structures are school buildings as defined in the California Administrative Code Title 24, Part 1.

**Other Responsible Design Professionals** – Architects or engineers with delegated responsibility for portions of the project as listed on Lines 24a, 24b, 24c or 24d of form *DSA 1* and Line 1.0 of *DSA 1-MR: Application for New Manufactured Permanent Modular or Relocatable Buildings* (when applicable), such as architects, structural engineers, mechanical engineers, electrical engineers and the geotechnical engineer of record.

**Permanent Modular** – Permanent buildings or structures built in a fabrication plant off-site not intended for relocation, constructed of modular units that do not have an integral floor, and are mounted on a permanent foundation such as modular school buildings or elevator towers.

Permanent buildings include enclosed structures for the purpose of housing students and teachers, such as classrooms, assembly buildings, administrative buildings, etc.

**Project Inspector** – An inspector who is employed by the school district, certified by DSA and specifically approved by DSA and applicable project design professionals to provide competent, adequate and continuous construction inspections for the project.

**Relocatable Building** – Buildings as defined in Title 24, Part 1, Section 4-314 which are built in a fabrication plant off-site.

### APPLICABLE DSA FORMS:

- DSA 1
- DSA 1-MR.
- *DSA 5-AI: Assistant Inspector Qualification and Approval.*
- *DSA 5-PI: Project Inspector Qualification and Approval.*
- *DSA 5-IPi: In-Plant Project Inspector Qualification and Approval.*
- *DSA 5-SI: Special Inspector Qualification and Approval.*
- *DSA 6-AE: Architect/Engineer Verified Report.*
- *DSA 6-C: Contractor Verified Report.*
- *DSA 6-PI: Project Inspector Verified Report.*
- *DSA 102-IC: Construction Start Notice/Inspection Card Request.*
- DSA-103
- *DSA 108: Change in Delegation of Responsibility.*
- *DSA 109: Transfer of Responsibility: Geotechnical Engineer.*

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- *DSA 119: Project Inspector Performance Review.*
- *DSA 130: Certificate of Compliance–Accepted Folding and Telescopic Seating Fabricator.*
- *DSA 135: Field Trip Note (internal form).*
- *DSA 151: Project Inspector Notifications.*
- *DSA 152*
- *DSA 152-IPI: In-Plant Inspector Inspection Card/Verified Report.*
- *DSA 153: Inspection Card Building Identifier (internal form).*
- *DSA 154: Notice of Deviations / Resolution of Deviations.*
- *DSA 155: Project Inspector Semi-Monthly Report.*
- *DSA 156: Commencement/Completion of Work Notification.*
- *DSA 168: Statement of Final Actual Project Cost.*
- *DSA 180: Project Inspector Performance Record.*
- *DSA 211: Attachment for Additional Comments/Information.*
- *DSA 291: Laboratory of Record Verified Report.*
- *DSA 292: Special Inspectors Employed Directly by the District Verified Report.*
- *DSA 293: Geotechnical Verified Report.*

**REQUIREMENTS FOR REPORTING STATUS OF COMPLIANT CONSTRUCTION:** For every project there shall be a project inspector who shall have personal knowledge as defined in Title 24, Part 1, Section 4-336(a) of all work on the project.

All construction is required to be completed in compliance with the project construction documents. The construction documents are required to be in compliance with the California Building Codes in effect at the time the original plans and specifications are submitted to DSA. DSA reviews and approves the submitted plans, specifications and other construction documents for compliance with codes regulating structural safety, fire/life safety and accessibility. Other portions of the plans that do not contain content about or that affect structural safety, fire/life safety and accessibility are not reviewed by DSA and the responsibility for determining code compliance of those portions is the sole responsibility of the design professionals.

In order to distinguish between the portions of the plans that DSA reviews and approves and other portions of the plans, the term DSA-approved construction documents is used for the portions of the plans that are duly approved by DSA, contain information related to and affecting structural safety, fire/life safety, and accessibility. However, all work shown in the project construction documents must be inspected by the project inspector.

The California Administrative Code Section 4-333(b)3 specifically states that “no work shall be carried on except under the inspection of an inspector approved by DSA.” All construction is required to be completed in compliance with the project construction documents which include both the “DSA-approved construction documents” portions and the portions containing all the other work.

## CONSTRUCTION OVERSIGHT PROCESS

The California Administrative Code requires the project inspector to make certain reports pertaining to the status of construction compliance. To fulfill this requirement, the project inspector shall use the following:

- DSA 151
- DSA 152
- DSA 152-IPI
- DSA 154
- DSA 155
- *DSA 6-PI*
- Project Inspector Job File.

**1. REQUIREMENTS FOR USE OF PROJECT INSPECTION CARD (FORMS DSA 152 AND DSA 152-IPI):** The Project Inspection Card (form DSA 152) is considered to be an interim verified report by the project inspector. The DSA 152-IPI is considered to be the final verified report for the in-plant fabrication of permanent modular or relocatable buildings (see *Section 1.7*). The project inspector signs off the applicable blocks and sections on the form as the work progresses. The project inspector is required to complete the form in compliance with this procedure document and reference the Instructional Notes on the second page of form DSA 152 and the *DSA 152 Manual – A Guide for Completing the Project Inspector Card* (DSA 152 Manual). When signing off the blocks and sections of the form, the project inspector is verifying all of the following:

- Identified areas are determined to be in compliance with the DSA-approved construction documents.
- Required structural/material and fire/life safety testing and inspections are complete.
- Required documentation has been received by the project inspector.

**Note:** For small/fast projects, interim verified reports from the design professionals, geotechnical engineer, Laboratory of Record, and special inspectors are not mandatory if the requirements listed in DSA Policy *PL 14-01: Inspection Card Use for Small/Fast Projects* are met prior to commencing construction.

**1.1 Request for issuance of forms DSA 152 and DSA 152-IPI:** Form *DSA 102-IC: Construction Start Notice/Inspection Card* Request is used to request the issuance of Project Inspection Cards. After project approval, a DSA 5-PI, DSA 5-IPI (when applicable) must be submitted to and approved by DSA prior to the DSA 102-IC submission. Under circumstances agreed to by DSA prior to project approval, the DSA 5-PI, DSA 5-IPI (when applicable) and DSA 102-IC may be submitted simultaneously and DSA will attempt to expedite the issuance of the DSA 152 and DSA 152-IPI. Once the DSA 5-PI, DSA 5-IPI (when applicable) is approved, DSA (Document Controller) will fill in the “DSA 5-PI Approval Date” (or, when applicable, “DSA 5-IPI Approval Date”) in Section 3 of the DSA 102-IC and upload it to DSAbox. The request is electronically submitted to DSA (See *Section 4* of this procedure for information on electronic submittal) and consists of providing the following required information:

- Identifying the DSA-approved project inspector.
- Contractor firm name and delivery method.
- Specified construction contract information.

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- Project scope (DSA will use this information to determine the quantity of inspection cards needed for the project).
- Contact information for electronic communication by listing project collaborators.

**1.2 Issuance of form DSA 152 and DSA 152-IPI:** Project Inspection Cards (DSA 152 and DSA 152-IPI) are issued electronically by upload to [DSAbbox](#) by DSA per *Section 1.16* of this procedure.

**1.3 Quantity of DSA 152 and DSA 152-IPI forms required for projects:** The number of Project Inspection Cards issued varies by project type. In general, though there are exceptions for siting or relocation of permanent modular or relocatable buildings (discussed later) and small scope projects of a certain type (described later), one Project Inspection Card (form DSA 152) is required for each separate building and one for the site work (which includes non-building site structures). The number of Project Inspection Cards and building identifiers should match the information specified in form DSA 153: Inspection Card Building Identifier, which is completed by DSA plan review staff during the back check and provided to the design professional upon project plan approval.

For in-plant construction of permanent modular or relocatable buildings, one Project Inspection Card (DSA 152-IPI) is required for each separate building.

For the siting or relocation of permanent modular or relocatable buildings 2,160 square feet or less, only one Project Inspection Card (DSA 152) is required encompassing all the buildings, and one Project Inspection Card (DSA 152) is required for the site work (which includes non-building site structures).

The following small scope type projects require only one Project Inspection Card for all buildings on a campus rather than one Project Inspection Card per building:

- Fire Alarm Only Projects.
- Hardware Replacement Only Projects.
- Security Camera Only Projects.
- Low Voltage (Communication) Only Projects.

The following is not an exhaustive list of possibilities, but examples of the various project types and the resulting quantity of DSA 152 and DSA 152-IPI forms (**Note:** unless specified otherwise, all references to forms in the examples are to DSA 152 forms):

**1.3.1 Project scope is site work only (includes non-building site structures, if any):**

- One form is required.

**1.3.2 Project scope is new buildings:**

- One form for the site work (includes non-building site structures, if any).
- One form for each separate new building.

**Example:** Construction of three new buildings requires a total of four forms.

**1.3.3 Project scope is alterations/additions to existing buildings:**

- One form for the site work (includes non-building site structures, if any).
- One form for each separate existing building being altered or changed.

**Example:** Alterations to two existing buildings requires a total of three forms.

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**1.3.4 Project scope is alterations to existing buildings and no site work is required (such as mechanical/electrical only projects):**

- One form for each separate existing building being altered or changed.

**Example:** Alterations to two existing buildings requires a total of two forms.

**1.3.5 Project scope is new buildings and alterations/additions to existing buildings:**

- One form for the site work (includes non-building site structures, if any).
- One form for each separate new building.
- One form for each separate existing building being altered or changed.

**Example:** Construction of three new buildings and alterations to two existing buildings requires a total of six forms.

**1.3.6 Project scope is placing existing relocatable buildings (max. 2160 square feet) on a site:**

- One form for the site work (includes non-building site structures, if any).
- One form encompassing all of the relocatable buildings being placed on the site.

**Example:** Placing of three existing relocatable buildings on a site requires a total of two forms.

**1.3.7 Project scope is constructing new permanent modular or relocatable buildings (max. 2160 square feet) and placing them on a site:**

- One DSA 152-IPI form for each separate building for the in-plant construction.
- One form for the site work (includes non-building site structures, if any).
- One form encompassing all of the permanent modular or relocatable buildings being placed on the site.

**Example:** Construction and placing of two new permanent modular or relocatable buildings requires a total of four forms: two DSA 152 forms and two DSA 152-IPI forms.

**1.3.8 Project scope is constructing new relocatable buildings for stockpile:**

- One DSA 152-IPI form for each separate building for the in-plant.

**Example:** Construction of three new relocatable buildings for stockpile requires a total of three DSA 152-IPI forms.

**1.4 Project Inspection Card numbers:** Project Inspection Card numbers are issued by DSA staff. For each project, the issued inspection card numbers will be consecutive starting with the number 01 (01, 02, 03....) for all buildings. The Project Inspection Card number for site work (includes non-building site structures) will be “#SW.” Inspection card numbers for in-plant construction of permanent modular or relocatable buildings will use form DSA 152-IPI and be consecutive starting with the number 01, followed by the letters “IP” (01IP, 02IP, 03IP, etc.). Projects having the small scope defined in Section 1.3 on the inspection card under “Building Number” will indicate “All \_\_\_ Buildings” with the number of buildings inserted in the blank.

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**1.5 Project posting of forms DSA 152 and DSA 152-IPI:** The project inspector and in-plant inspector shall post the forms in his/her job file and shall electronically post the forms (See *Section 4* for information on electronic submittal/posting). The information in the forms shall always be current. Each time the form is updated, a new electronic posting is required such that the electronically posted form is always kept current. In addition, the project inspector shall:

- Immediately, upon request, make the form available for review by any parties involved in the construction.
- Include a current copy of the forms (DSA 152) any time he/she submits a Verified Report (form DSA 6-PI).
- Upon request, provide a current copy of the forms to DSA, the school district/state agency, or the design professional in general responsible charge.

**1.6 Project inspector termination and transfer of the form DSA 152 and DSA 152-IPI:** If the project inspector or in-plant inspector is, for any reason, terminated prior to the completion of the project, then he/she must personally provide the original DSA 152 and DSA 152-IPI forms to the assuming DSA-approved project inspector or in-plant inspector, respectively, or to DSA and provide a copy to the school district. Use form DSA 211 to identify status of inspections completed up to the termination date if the space in the DSA 6-PI or DSA 152-IPI is insufficient to note such. Forms located in DSABox that are current at the time of termination satisfy these requirements.

**1.7 Permanent Modular and Relocatable buildings:** The design professional in responsible charge shall delegate the responsibility for design and preparation of plans and specifications, observation of in-plant manufacturing, and on-site placement of the permanent modular or relocatable buildings. The individual delegated such responsibility may sub-delegate the responsibility for observation of in-plant and/or on-site construction as indicated on form DSA 1-MR. ←

**1.7.1 In-Plant Construction:** In-plant inspectors shall use the DSA 152-IPI as described in *Section 1.5*. Unlike the DSA 152, interim verified reports from the design professionals are not required for the in-plant inspector to sign off the DSA 152-IPI. However, the in-plant project inspector and the design professional delegated or sub-delegated the responsibility for observation of in-plant construction shall sign in the appropriate location on the DSA 152-IPI prior to the permanent modular or relocatable building leaving the plant. A stop work order may apply if this is not done (see *IR A-13: Stop Work and Order to Comply* for additional information).

Building modules may be shipped to the project site in phases prior to construction of all modules of a building. For each phase, the DSA 152-IPI shall list the serial numbers of the modules constructed, be signed by the delegated design professional, and be attached to those modules being shipped. The final DSA 152-IPI shall denote that all modules have been constructed, be affixed to the last module being shipped to the site, and be uploaded to the DSABox by the in-plant inspector. The site inspector shall verify receipt of the final DSA 152-IPI prior to installation of the last module.

If the in-plant inspector does not perform welding special inspection, the Laboratory of Record or independently hired welding special inspector shall provide verified reports, either form *DSA 291: Laboratory of Record Verified Report* or *DSA 292: Special Inspectors Employed Directly by the District Verified Report* depending on the welding special inspector's employment relationship with the Laboratory of Record (see *Section 1.10* and *1.11* for additional information). In this situation,

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verified reports for testing of materials and special inspection of the welding are required for the in-plant inspector to complete the appropriate block on the DSA 152-IPI. These verified reports shall be submitted electronically to DSA as described in *Section 4*.

- 1.7.2 Transfer of forms:** For construction of new permanent modular or relocatable buildings for a specific project (not stockpile), the DSA 152-IPI, DSA 291, and DSA 292 (when applicable) for the superstructure must be attached to the inside of the building either performed by or attachment verified by the in-plant project inspector prior to the permanent modular or relocatable building leaving the plant. The on-site project inspector must verify these forms are present when the buildings are delivered to the site.

For the first-time installation of permanent modular or relocatable buildings, the design professional delegated or sub-delegated the responsibility for on-site construction observation shall complete a DSA 6-AE at applicable times defined in this procedure and submit it to DSA and the on-site project inspector.

**1.8 Duties of the project inspector and in-plant inspector related to the use of forms DSA 152 and DSA 152-IPI, respectively, are as follows:**

**Note:** For in-plant construction, the in-plant inspector shall follow the duties described below for project inspectors and substitute form DSA 152-IPI for form DSA 152.

- Act under the direction of the architect/engineer.
- Ensure the project is issued the correct quantity of Project Inspection Cards (form DSA 152). The project inspector is required to be in possession of the form(s) DSA 152 prior to commencement of construction. Title 24, Part 1, Section 4-342(b).5.A requires the project inspector to notify DSA when construction work on the project is started. Entering the "Card Start Date" on the form DSA 152 and submitting the form DSA 151 are required for compliance with that code section. Lack of compliance may cause DSA to issue a "Stop Work Order" on the project (see IR A-13 for additional information).
- Obtain a copy of the DSA-approved construction documents from the design professional in general responsible charge prior to the commencement of construction.
- Obtain a copy of the DSA-approved List of Required Structural Tests and Special Inspections (form DSA-103) from the design professional in general responsible charge (or DSAbox, when the electronic back check process is used per DSA Procedure *PR 16-01: Electronic Back Check for Plan Review Projects*) prior to the commencement of construction.
- Meet with the school district, design professionals, and contractor as needed to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Meet with the Laboratory of Record and any independently contracted special inspectors and technicians to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project. In cooperation with the Laboratory of Record, develop a schedule of required structural/material and fire/life-safety tests and special inspections based on the construction schedule.



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- Immediately notify the DSA Regional Office with construction oversight authority for the project, by phone and electronically by using form DSA 154, if construction commences without DSA 152 forms in the possession of the project inspector (see *Section 4* for information on electronic submittal).
  - For permanent modular or relocatable buildings, the school site project inspector must receive a properly completed DSA 152-IPI prior to such buildings being placed in their final location.
- Provide personal, competent, adequate and continuous construction inspections of all aspects of the construction work.
- Monitor the work of the Laboratory of Record and Special Inspectors to ensure the testing and special inspection program is satisfactorily completed.
- Use the information found in the *DSA 152 Manual* to ensure necessary tests and inspections are completed and that necessary documents are in the job file prior to approving (signing off) each applicable block and section of each form DSA 152. Make requests to appropriate individuals for interim verified reports when such reports are required.
- Sign off applicable blocks and sections of the DSA 152 forms when:
  - The completed work is in compliance with the DSA-approved construction documents.
  - All necessary structural/material and fire/life safety testing and inspections are complete.
  - Any deviations from the DSA-approved construction documents are resolved.
  - Any DSA Field Trip Notes issues are resolved.
  - All necessary documents are received by the project inspector.

If any block or section is not applicable to the construction the inspector shall enter "NA" for the date and provide initials.

Until the project inspector has signed off applicable blocks and sections of the form DSA 152, the contractor may be prohibited from proceeding with subsequent construction activities that cover up the unapproved work. Any subsequent construction activities that cover up the unapproved work will be subject to a "Stop Work Order" from DSA or the school district (see IR A-13 for additional information), and are subject to removal and remediation if found to be in noncompliance with the DSA-approved construction documents (see *Section 1.17* for information about incremental work).

- Immediately notify the DSA Regional Office with construction oversight authority for the project, by phone and electronically, if applicable blocks/sections of form DSA 152 have not been signed off and the contractor proceeds with subsequent construction activities that cover up the unapproved work. For electronic notifications, use form DSA 151 (see *Section 1.17* for information about incremental work).

EXCEPTION: Projects with concrete cast-in-place deep foundations may have construction occurring in multiple blocks and sections prior to sign-off due to the nature of soil inspections for such. For example, verification of concrete or grout volumes to ensure no significant soil caving has occurred is part of the geotechnical engineer's soil inspections for these types of foundations. In such cases, the project inspector does NOT need to notify the DSA Regional Office

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with construction oversight authority for the project that the contractor is proceeding with activities that cover up unapproved work, provided the following:

- The geotechnical engineer is on-site during boring/drilling and concrete placement.
- The geotechnical engineer has not identified any other soil issues specifically associated with the deep foundation hole or surrounding area which could impact the structural stability of the hole or foundation.
- If the project inspector is, for any reason, terminated prior to the completion of the project, refer to *Section 1.6*.

### 1.9 Duties of the Laboratory of Record related to the use of form DSA 152 and DSA 152-IPI are as follows:

- Meet with the project inspector, in-plant inspector (when applicable), design professionals, and the contractor as needed to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Obtain a copy of the DSA-approved construction documents from the design professional in general responsible charge prior to the commencement of construction.
- Obtain a copy of the DSA-approved List of Required Structural Tests and Special Inspections (form DSA-103) from the design professional in general responsible charge prior to the commencement of construction.
- Report all project-related activities to the project inspector. The project inspector is responsible for monitoring the work of the Laboratory of Record and special inspectors to ensure the testing and special inspection program is satisfactorily completed. Coordinate with the project inspector to develop a schedule, based on the construction schedule, to complete the testing and special inspection program.
- Provide material testing as identified in the DSA-approved construction documents.
- Submit test reports to the project inspector within one work day of the day the tests were performed for any tests performed on-site.
- Submit material test reports in a timely manner such that construction is not delayed and not to exceed seven calendar days from the date the material tests were performed. Test reports are to be submitted to the project inspector, architect, structural engineer, and the school district and, when requested, to DSA. As a convenience, and if agreed upon by involved parties, the test reports may be submitted electronically as identified in *Section 4* of this procedure.
- Immediately submit reports of material tests not conforming to the requirements of the DSA-approved construction documents. These reports shall be submitted to DSA, the architect, structural engineer, project inspector and the school district.
- The engineering manager shall submit an interim Laboratory of Record Verified Report (form DSA 291) and the geotechnical engineer shall submit an interim Geotechnical Verified Report (form DSA 293) as prescribed in *Section 4*.

The reports are required to be submitted when any of the following events occur:

- Within 14 days of the completion of the material testing/special inspection program.

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- Work on the project is suspended for a period of more than one month.
- The services of the Laboratory of Record are terminated for any reason prior to completion of the project.
- DSA requests a verified report. (See interim verified reports below. This is a “DSA request.”)
- The engineering manager shall submit an interim verified report (form DSA 291) and the geotechnical engineer shall submit form DSA 293 as prescribed in *Section 4* for each of the applicable sections of the form DSA 152, prior to the project inspector signing off that section of the project inspection card, if that section required material testing. (Interim verified reports are not required for the DSA 152-IPI unless the Laboratory of Record employs welding special inspectors for in-plant special inspection; see *Section 1.7* for verified report requirements.) The sections are:
  1. Initial Site Work and Foundation Prep.
  2. Vertical and Horizontal Framing.
  3. Appurtenances.
  4. Finish Site Work and Other Work.

**1.10 Duties of Special Inspectors, employed by the Laboratory of Record, related to the use of form DSA 152 and DSA 152-IPI are as follows:**

- Meet with the project inspector, design professionals, and the contractor as needed to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Report all project-related activities to the project inspector. The project inspector is responsible for monitoring the work of the Laboratory of Record and special inspectors to ensure the testing and special inspection program is satisfactorily completed.
- Perform work under the supervision of the engineering manager for the Laboratory of Record.
- Perform inspections in conformance with the DSA-approved construction documents, applicable codes and code reference standards.
- Prepare detailed daily inspection reports outlining the work inspected and provide the project inspector a copy of the reports within one day of the day the inspections were performed.
- Immediately submit reports of materials or work not conforming to the requirements of the DSA-approved construction documents. These reports shall be submitted to DSA, the architect, structural engineer, project inspector and the school district.
- Submit daily special inspection reports in a timely manner such that construction is not delayed and not to exceed seven days from the date the special inspections were performed. The reports are to be submitted to the architect, structural engineer, and the school district. As a convenience, and if agreed upon by involved parties, the special inspection reports may be submitted electronically as identified in *Section 4* of this procedure.
- The engineering manager for the Laboratory of Record shall submit verified report form DSA 291 as prescribed in *Section 4*. Unlike special inspectors independently

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contracting directly with the school district, the verified report form DSA 292 is not required since the form DSA 291 covers special inspections made by laboratory employed special inspectors.

The reports are required to be submitted upon any of the following events occurring:

- Within 14 days of the completion of the special inspection work.
- Work on the project is suspended for a period of more than one month.
- The services of the special inspector are terminated for any reason prior to completion of the project.
- DSA requests a verified report (see interim verified reports below; this is a *DSA request*).
- The engineering manager for the Laboratory of Record shall submit an interim verified report (form DSA 291) as prescribed in Section 4 for each of the applicable sections of the form DSA 152, prior to signing off that section of the Project Inspection Card, if that section required special inspections. (Interim verified reports are not required for the DSA 152-IPI unless another special inspector, employed by the Laboratory of Record or independently and directly with the school board, performs welding special inspection; see *Section 1.7* for verified report requirements). The sections are:
  1. Initial Site Work and Foundation Prep.
  2. Vertical and Horizontal Framing.
  3. Appurtenances.
  4. Finish Site Work and Other Work.

### **1.11 Duties of Special Inspectors, not employed by the Laboratory of Record, related to the use of form DSA 152 and DSA 152-IPI are as follows:**

- Meet with the project inspector, Laboratory of Record, the design professionals, and the contractors as needed to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Obtain a copy of the DSA-approved construction documents from the design professional in general responsible charge prior to the commencement of construction.
- Obtain a copy of the DSA-approved List of Required Structural Tests and Special Inspections (form DSA-103) from the design professional in general responsible charge prior to the commencement of construction.
- Report all project-related activities to the project inspector. The project inspector is responsible for monitoring the work of the Laboratory of Record and special inspectors to ensure the testing and special inspection program is satisfactorily completed.
- Perform work under the direction of the design professional in general responsible charge, as defined in Section 4-335(f)1B of the 2013 and 2016 California Administrative Code (Title 24, Part 1).
- Perform inspections in conformance with the DSA-approved construction documents, applicable codes and code reference standards.

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- Prepare detailed daily inspection reports outlining the work inspected and provide the project inspector a copy of the reports within one day of the day the inspections were performed.
- Immediately submit reports of materials or work not conforming to the requirements of the DSA-approved construction documents. These reports shall be submitted to DSA, the architect, structural engineer, project inspector and the school district.
- Submit daily special inspection reports in a timely manner such that construction is not delayed and not to exceed seven days from the date the special inspections were performed. The reports are to be submitted to the project inspector, architect, structural engineer, and the school district and, when requested, to DSA. As a convenience, and if agreed upon by involved parties, the special inspection reports may be submitted electronically as identified in *Section 4* of this procedure.
- Submit form DSA 292: Special Inspectors Employed Directly by the District Verified Report as prescribed in *Section 4*.

The reports are required to be submitted upon any of the following events occurring:

- Within 14 days of the completion of the special inspection work.
  - Work on the project is suspended for a period of more than one month.
  - The services of the special inspector are terminated for any reason prior to completion of the project.
  - DSA requests a verified report (see interim verified reports below; this is a "DSA request").
- Special inspectors who contract directly with the school district are to submit an interim Special Inspectors Employed Directly by the District Verified Report (form DSA 292) as prescribed in *Section 4* for each of the applicable sections of the form DSA 152, prior to the project inspector signing off that section of the Project Inspection Card, if that section required special inspections. (Interim verified reports are not required for the DSA 152-IP unless the independent special inspector performs welding special inspection; see *Section 1.7* for verified report requirements). The sections are:
    1. Initial Site Work and Foundation Prep.
    2. Vertical and Horizontal Framing.
    3. Appurtenances.
    4. Finish Site Work and Other Work.

### 1.12 Duties of the Architect/Engineer related to the use of forms DSA 152 and DSA 152-IP are as follows:

- Responsible to the school board and to DSA to see that the completed work conforms in every material respect to the DSA-approved construction documents.
- Ensure the project inspector, in-plant inspector (when applicable), and independently contracting special inspector(s) (i.e., not employed by the Laboratory of Record) are approved by DSA for the project by submitting form DSA 5-PI, DSA 5-IP (when applicable) and DSA 5-SI (for independently contracting special inspector(s)) to and obtaining approval from DSA prior to the start of construction, and prior to requesting issuance of form DSA 152 or DSA 152-IP.
- Provide a copy of all the DSA-approved construction documents to the project

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inspector, in-plant inspector (when applicable), Laboratory of Record and special inspector(s) independently contracting directly with the school district prior to the commencement of construction.

- Provide a copy of the DSA-approved List of Required Structural Tests and Special Inspections (form DSA-103) to the project inspector, in-plant inspector (when applicable), Laboratory of Record and special inspector(s) independently contracting directly with the school district prior to the commencement of construction. Upload a copy of the approved List of Required Structural Tests and Special Inspections (form DSA-103) to the applicable A/E folder in DSAbbox in accordance with *Section 4* of this procedure.
- Provide general direction of the work of the project inspector and in-plant inspector (when applicable).
- Issue specific instructions to the testing facility and the special inspectors prior to start of construction.
- Direct and monitor the work of special inspectors who are not provided by the Laboratory of Record, as defined in Section 4-335(f)1B of the 2013 and 2016 California Administrative Code (Title 24, Part 1).
- Notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection reports as not conforming to the DSA-approved construction documents. Facilitate resolution of deviation notices as needed in association with such non-conforming aspects.
- Respond to DSA Field Trip Notes (form DSA 135 or comparable) as necessary, especially those items identified with a time frame for response in order to avoid potential covering up of deviated work and/or a stop work order.
- Provide observation of the construction. All architects and engineers having responsibility for observation of the work as listed on the Application for Approval of Plans and Specifications (form DSA 1 and DSA 1-MR, when applicable), shall maintain such personal contact with the project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the architect or engineer or their qualified representative to observe the construction.
- Administer CCDs as prescribed in IR A-6.
- The architect or engineer, as identified above, is required to submit Architect/Engineer Verified Reports (form DSA 6-AE or, when applicable, sign the DSA 152-IPI for construction of permanent modular or relocatable buildings) as prescribed in *Section 4*.

The reports are required to be submitted when any of the following events occur:

- The project is substantially complete. DSA considers the project to be complete when the construction is sufficiently complete in accordance with the DSA-approved construction documents so that the owner can occupy or utilize the project.
- Work on the project is suspended for a period of more than one month.
- The services of the architect or engineer are terminated for any reason prior to completion of the project.
- DSA requests a verified report (see interim verified reports below; this is a

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*DSA request).*

- The architect or engineer shall submit an interim Architect/Engineer Verified Report (form DSA 6-AE) as prescribed in *Section 4* for each of the applicable sections of the form DSA 152 prior to the project inspector signing off that section of the project inspection card. (Interim verified reports are not required for the DSA 152-IPI; see *Section 1.7* for verified report requirements). The sections are:
  1. Initial Site Work and Foundation Prep.
  2. Vertical and Horizontal Framing.
  3. Appurtenances.
  4. Finish Site Work and Other Work.

**1.13 Duties of the design professionals delegated responsibility related to the use of forms DSA 152 and DSA 152-IPI are as follows:**

- Responsible to the school board and to DSA to see that the completed work for which they are delegated responsibility conforms in every material respect to the DSA-approved construction documents.
- For the architect or engineer delegated responsibility for observation of fabrication of modular or relocatable buildings in Section 1.0 or, when sub-delegated, Section 1.1 of the DSA 1-MR, ensure the in-plant inspector and independently contracting special inspector(s) (i.e., not employed by the Laboratory of Record) are approved by DSA for the project by submitting form DSA 5-IPI and DSA 5-SI (for independently contracting special inspector[s]) to and obtaining approval from DSA prior to the start of construction, and prior to requesting issuance of form DSA 152-IPI.
- Provide observation of the construction. All architects and engineers having delegated responsibility are also responsible for observations of the applicable portions of the work as delegated on the Application for Approval of Plans and Specifications (form DSA 1 and, when applicable, DSA 1-MR) (if there are any changes to such delegated individuals after project approval, use form DSA 108 to indicate such changes). As such, they shall maintain such personal contact with the project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the architect or engineer or their qualified representative to observe the construction. The geotechnical engineer is included in this required duty for scope related to geotechnical engineering.
- For the architect or engineer delegated responsibility for observation of in-plant construction of permanent modular or relocatable buildings, the term “personal contact” shall mean periodic visits to manufacturing plants of reasonable frequency to provide general observation and verify quality assurance of construction practices, and project-specific knowledge obtained from the reporting of inspectors and special inspectors on the progress of the work, testing of materials, inspection, and superintendence of the work in accordance with the DSA-approved construction documents. Reports may include photos and digital images. The exercise of reasonable diligence to obtain the facts is required.
- Submit an Architect/Engineer Verified Report (form DSA 6-AE or, when applicable, sign the DSA 152-IPI for construction observation of permanent modular or relocatable buildings; see *Section 1.7* for additional information) as prescribed in *Section 4*.

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The reports are required to be submitted upon any of the following events occurring:

- The project is substantially complete. DSA considers the project to be complete when the construction is sufficiently complete in accordance with the DSA-approved construction documents so that the owner can occupy or utilize the project.
- Work on the project is suspended for a period of more than one month.
- The services of the architect or engineer are terminated for any reason prior to completion of the project.
- DSA requests a verified report (see interim verified reports below; this is a “DSA request”).
- The Design Professional in General Responsible Charge shall submit an Interim Architect/Engineer Verified Report (form DSA 6-AE), signed by all architects and engineers having delegated responsibility for construction observation as prescribed in *Section 4*. Such a report is required for each of the sections of the form DSA 152 applicable to the areas of delegated responsibility, prior to the project inspector signing that section off on the project inspection card. (Interim verified reports are not required for the DSA 152-IPI; see *Section 1.7* for verified report requirements). The sections are:
  1. Initial Site Work and Foundation Prep.
  2. Vertical and Horizontal Framing.
  3. Appurtenances.
  4. Finish Site Work and Other Work.

### **1.14 Duties of contractor related to the use of forms DSA 152 and DSA 152-IPI are as follows:**

- The contractor shall carefully study the DSA-approved documents and shall plan a schedule of operations well ahead of time.
- If at any time it is discovered that work is being done which is not in accordance with the DSA-approved construction documents, the contractor shall correct the work immediately.
- Verify that DSA 152 and, when applicable, DSA 152-IPI forms were issued for the project prior to the commencement of construction.
- Meet with the design team, the Laboratory of Record and the project inspector to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Notify the project inspector and, when applicable, in-plant inspector, in writing, of the commencement of construction of each and every aspect of the work at least 48 hours in advance by submitting Commencement/Completion of Work Notification (form DSA 156), or other agreed-upon written documents, to the project inspector.
- Notify the project inspector and, when applicable, the in-plant inspector, of the completion of construction of each and every aspect of the work by submitting form DSA 156 (or other agreed-upon written documents) to the project inspector.
- Consider the relationship of the signed-off blocks and sections of the form DSA 152 and the commencement of subsequent work. Until the project inspector has signed



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off applicable blocks and sections of the form DSA 152, the contractor may be prohibited from proceeding with subsequent construction activities that cover up the unapproved work. Any subsequent construction activities that cover up the unapproved work will be subject to a "Stop Work Order" from DSA or the school district (see IR A-13 for additional information), and are subject to removal and remediation if found to be in noncompliance with the DSA-approved construction documents.

- Submit the final verified report. All prime contractors are required to submit final Contractor Verified Reports (form DSA 6-C) as prescribed in *Section 4*.

The reports are required to be submitted upon any of the following events occurring:

- The project is substantially complete. DSA considers the project to be complete when the construction is sufficiently complete in accordance with the DSA-approved construction documents so that the owner can occupy or utilize the project.
- Work on the project is suspended for a period of more than one month.
- The services of the contractor are terminated for any reason prior to the completion of the project.
- DSA requests a verified report.

### **1.15 Duties of the school district related to the use of forms DSA 152 and DSA 152-IPI are as follows:**

- Provide for competent, adequate and continuous construction inspections and material testing for the project by employing an appropriate DSA certified and approved project inspector, in-plant inspector (when applicable), and Laboratory of Record.
- Contractually provide for and ensure that the design team is fulfilling their code required duty to observe the construction by making periodic visits of reasonable frequency. All architects and engineers having responsibility for observation of the work as listed on the Application for Approval of Plans and Specifications (form DSA 1 and, when applicable, DSA 1-MR), shall maintain such personal contact with the project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the architects and engineers or their qualified representatives to observe the construction. For permanent modular or relocatable buildings, the architect or engineer delegated responsibility for observation of in-plant construction, personal contact shall mean visits to manufacturing plants of sufficient frequency to provide quality assurance of construction and in-plant structural/material and fire/life safety testing and inspection in accordance with the DSA-approved construction documents.
- Ensure that the project inspector and independently contracting special inspector(s) (i.e., not employed by the Laboratory of Record) are approved by DSA for the project by submitting form DSA 5-PI (DSA 5-AI for assistant inspectors; DSA 5-IPI for in-plant inspectors) and DSA 5-SI to and obtaining approval from DSA prior to the start of construction and prior to requesting issuance of project inspection cards (DSA 152 and, when applicable, DSA 152-IPI forms).
- Ensure the Laboratory of Record is DSA-accepted and employed by the school district prior to the start of construction and prior to requesting issuance of project inspection cards (DSA 152 and, when applicable, DSA 152-IPI forms).

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- Ensure that the Project Inspection Cards (DSA 152 and, when applicable, DSA 152-IPI forms) are issued prior to commencement of construction.
- Submit Statement of Final Actual Project Cost (form DSA 168) to DSA when the project is substantially complete.

### 1.16 Duties of DSA related to the use of forms DSA 152 and DSA 152-IPI are as follows:

- Evaluate the submitted form DSA 5-PI, DSA 5-IPI (when applicable), DSA 5-AI, and/or DSA 5-SI (when applicable) to determine if the proposed project inspector and, when applicable, the in-plant inspector are qualified for the project.
- Upon determining the proposed project inspector and, when applicable, in-plant inspector and/or special inspector is qualified for the project, approve and return the form DSA 5-PI, DSA 5-IPI (when applicable), DSA 5-AI, and/or DSA 5-SI (when applicable) within five working days of receipt.
- Upon receipt of a completed form DSA 102-IC and approval of the DSA 5-PI and DSA 5-IPI (when applicable), determine the necessary quantities of Project Inspection Cards (DSA 152 and DSA 152-IPI forms), assign the Project Inspection Card numbers and issue the cards within five working days.
- Upload forms DSA 5-PI, DSA 5-IPI (when applicable), DSA 5-AI, and/or DSA 5-SI (when applicable), DSA 102-IC, DSA 152 and DSA 152-IPI to DSAbbox.
- Hold all involved parties accountable for compliance with their required duties.
- Supervise and review the performance of the project inspector (includes review of the project inspector's job file and use of form DSA 119 and, at project completion, use of form DSA 180).
- Make site visits as necessary. Record pertinent items to document the site visit and communicate to the project inspector, in-plant inspector, design professionals, special inspectors, Laboratory of Record, and school district using form DSA 135.
- Issue Orders to Comply or Stop Work Orders, in compliance with DSA IR A-13, if required, and as appropriate to achieve compliance with the DSA-approved construction documents and applicable codes (this includes DSA procedure PR 13-01 since the procedure implements the relevant sections of the CCR, Title 24, Part 1).

### 1.17 Use of form DSA 152 for parts of the construction that require multiple

**increments:** Some construction requires incremental work to make a complete system. An example is a large foundation system that may be placed incrementally over a period of time. In this example, framing may be starting in one area (where the foundation is in place) while foundation work is still occurring in another area of the same building. The expectation of DSA for these occurrences is:

- The Project Inspection Card applicable blocks and sections are signed off by the project inspector at the completion of the system, not during the construction of the increments.
- Until the system is complete, the project inspector, architect/engineers and contractors mutually agree on a system to keep track of compliant construction. One such system (using the above example) may be that a copy of the foundation plan is marked up showing areas of compliance. The applicable blocks and sections of the inspection card are then signed off once all areas of the foundation are complete, are determined to be in compliance with the DSA-approved construction documents, the

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required structural/material and fire/life safety testing and inspections are complete, and the required documentation has been received by the project inspector.

- 1.18 Executive Summary of Form DSA 152:** See Appendix A for a summary of typical construction components and systems that are associated with each section/block of the inspection card. While the listing is not comprehensive, it provides a good foundation for understanding and consistency.

**2. REQUIREMENTS FOR THE USE OF FORMS DSA 151, DSA 154, DSA 155, AND**

**DSA 6-PI: Note:** For in-plant construction, the in-plant inspector shall follow the requirements described below for project inspectors.

**2.1 Requirements for use of form DSA 151: Project Inspector Notifications:**

- The project inspector must make certain notifications to DSA. These include start of work, minimum 48 hours' notice prior to completion of foundation trenches, minimum 48 hours' notice prior to first concrete placement or significant concrete placement, and when work is suspended for more than one month.
- If there is an incorrect number or missing DSA 152 or DSA 152-IPI cards, the project inspector shall notify DSA using the form DSA 151.
- The report shall be made on form DSA 151 and submitted to DSA. Lack of compliance may be cause for DSA to record this noncompliance on the form DSA 119.
- A copy of each notification shall be kept in the project inspector's job file.

**2.2 Requirements for use of form DSA 154: Notice of Deviations/Resolution of Deviations:**

- When the project inspector identifies deviations from the DSA-approved construction documents the inspector must verbally notify the contractor. If the deviations are not corrected within a reasonable time frame or the contractor has covered up non-inspected or noncompliant work, the inspector is required to promptly issue a written notice of deviation to the contractor, with a copy sent to the design professional in general responsible charge and DSA.
- When the noticed deviations are corrected, the inspector is required to promptly issue a written notice of resolution to the contractor, with a copy sent to the design professional in general responsible charge and DSA.
- Deviations include both construction deviations and material deficiencies.
- The written notice of deviations shall be made using form DSA 154 and submitted to DSA (do not sign Section 3 of the form for deviation notifications). Lack of compliance may cause DSA to record this noncompliance on the form DSA 119.
- The notice of resolution of deviations shall be made using the original form DSA 154 that reported the deviations and be submitted to DSA (complete and sign Section 3 of the form for resolution of deviations). Lack of compliance may be cause for DSA to record this noncompliance on the form DSA 119.
- A copy of each notice shall be kept in the project inspector's job file.

**2.3 Requirements for use of form DSA 155: Project Inspector Semi-Monthly Report:**

- The project inspector must make semi-monthly reports (on the 1st and 16th of every month) on the progress of construction. The Project Inspector Semi-Monthly Report must be submitted to the design professional in general responsible charge, project

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structural engineer, DSA, and the school district.

- The report must be made on form DSA 155 and submitted to DSA. Lack of compliance may cause DSA to record this noncompliance on the form DSA 119.
- A copy of each report shall be kept in the project inspector's job file.

#### **2.4 Requirements for use of Project Inspector Verified Report (form DSA 6-PI; form DSA 152-IPI for in-plant inspectors):**

- The project inspector shall submit Project Inspector Verified Report (form DSA 6-PI; form DSA 152-IPI) directly to DSA, the design professional in general responsible charge and the school district upon any of the following events occurring:
  - Work on the project is suspended for a period of more than one month.
  - The services of the inspector are terminated for any reason prior to completion of the project and such termination is not a result of work stoppage.
  - At the time of occupancy of any building, or portion of a building, involved in the project prior to completion of the entire DSA-approved scope of work. This reporting requirement applies to buildings that are newly constructed or rehabilitated as part of the project. A sketch drawing or written description shall be submitted to DSA, along with the DSA 6-PI, in order to identify the building(s) or portion thereof where occupancy has occurred.
  - The project is substantially complete. DSA considers the project to be complete when the construction is sufficiently complete, in accordance with the DSA-approved construction documents, so that the owner can occupy or utilize the project as determined by the project owner and design professional in general responsible charge.
  - DSA requests a verified report. The Project Inspection Card, form DSA 152; DSA 152-IPI, is considered a project inspector's verified report *as requested by DSA* and as such the applicable blocks and sections shall be kept updated as construction progresses.

**Note:** Each project may require filing of multiple reports. For example, the code requires filing a verified report for buildings that become occupied prior to completion of the entire scope. The same project will also require a final verified report upon completion of the entire project scope.

- The verified reports shall be made using forms DSA 6-PI and DSA 152 / DSA 152-IPI as appropriate, and submitted to DSA. Lack of compliance may cause DSA to record this noncompliance on the form DSA 119.
- A copy of each verified report shall be kept in the project inspector's job file.

#### **3. REQUIREMENTS FOR PROJECT INSPECTOR JOB FILE:** Refer to *IR A-8: Project Inspector and Assistant Inspector Duties and Performance* for a thorough discussion about requirements for the project inspector's job file.

**Note:** The in-plant inspector shall also follow the requirements described in IR A-8 for the project inspector's job file and substitute DSA 152-IPI for DSA 152.)

#### **4. ELECTRONIC SUBMITTAL OF DOCUMENTS TO DSA:** Wherever in this procedure it indicates to submit a document to DSA, the document shall be submitted using the method indicated below.

## CONSTRUCTION OVERSIGHT PROCESS

- 4.1 Submittal of all forms DSA 5 and DSA 102-IC:** These two forms shall be sent by email to the DSA Regional Office with the construction oversight authority for the project.

Email addresses for submittals are:

- DSA Oakland: [oakfielddocs@dgs.ca.gov](mailto:oakfielddocs@dgs.ca.gov)
- DSA Sacramento: [sacfielddocs@dgs.ca.gov](mailto:sacfielddocs@dgs.ca.gov)
- DSA Los Angeles: [lafielddocs@dgs.ca.gov](mailto:lafielddocs@dgs.ca.gov)
- DSA San Diego: [sdfielddocs@dgs.ca.gov](mailto:sdfielddocs@dgs.ca.gov)

- 4.2 Submittal of all other forms and documents:** Submittals shall be uploaded to DSAbbox. For DSAbbox instructions see [DSAbbox External Library](#). All documents submitted to DSAbbox shall be in PDF format. The naming convention specified in *Section 1.4* of the DSAbbox External Users Training Module shall be used when uploading documents to DSAbbox. Any document(s) incorrectly uploaded or named will be deleted and a notification with a deadline for the corrected submittal will be sent to the appropriate responsible individual(s). If the corrected document(s) is not uploaded by the notification specified deadline, it may result in an uncertified project and identification of the responsible individual(s) and missing document(s) noted on the DSA 301-P posted for public viewing in [DSA Certification Box](#).

**Note:** Once a DSA 301-P is issued, there will no longer be access to upload documents to DSAbbox; instead, documents must be uploaded to DSA Certification Box (see DSA Procedure *PR 13-02: Project Certification Process* for additional information).

- 4.2.1 Documents required to be uploaded to DSAbbox by the Project Inspector include:** **Note:** The in-plant inspector for permanent modular or relocatable buildings will submit the same documents described below but replace DSA 152 with DSA 152-IPI.

- DSA 6-PI
- DSA 130
- DSA 151
- DSA 152
- DSA 152-IPI
- DSA 154
- DSA 155
- DSA 156

- 4.2.2 Documents required to be uploaded to DSAbbox by the Laboratory include:**

- DSA 291
- DSA 293
- DSA 109
- Test and inspection reports (Nonconforming and, when requested by DSA, conforming per Section 1.9 of this Procedure).

- 4.2.3 Documents required to be uploaded to DSAbbox by the Architect/Engineer in General Responsible Charge include:**

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## CONSTRUCTION OVERSIGHT PROCESS

- DSA 6-AE
- DSA-103
- *DSA 140: Application for Approval of Construction Change Document – CCD Category A/B.*

### **4.2.4 Documents required to be uploaded to DSABox by Contractors include:**

- DSA 6-C

### **4.2.5 Documents required to be uploaded to DSABox by the School District/Owner include:**

- DSA 108
- DSA 168

#### **4.2.5.1 Documents required to be uploaded to DSABox by Special Inspectors not in the employ of the Laboratory of Record include:**

- DSA 292.
- Special Inspector test and inspection reports (Nonconforming).

#### **4.2.5.2 Documents required to be uploaded to DSABox by Geotechnical Engineers not in the employ of the Laboratory of Record include:**

- DSA 293
- Special Inspector test and inspection reports (Nonconforming).

## **5. APPLICABILITY OF PROCEDURE PR 13-01:**

### **5.1 Projects with Construction Started on or after June 1, 2013:** This procedure is applicable and must be implemented at the start of construction.

### **5.2 Projects with Construction Started before June 1, 2013, but not complete:**

In order to allow for transition, the following portions of this procedure shall be implemented as noted below. Required reporting and submittal of documents shall continue to be done in the manner currently employed on the project:

#### **5.2.1 Form DSA 151: Project Inspector Notifications:**

The project inspector shall comply with the requirements of this procedure for all notifications to DSA for affected work starting after July 1, 2013.

#### **5.2.2 Form DSA 154: Notice of Deviations/Resolution of Deviations:**

The project inspector shall comply with the requirements of this procedure for all deviations occurring after July 1, 2013, and for all unresolved project deviations.

#### **5.2.3 Form DSA 155: Project Inspector Semi-Monthly Report:**

The project inspector shall comply with the requirements of this procedure for all semi-monthly reports issued after July 1, 2013.

#### **5.2.4 Form DSA 6-PI: Project Inspector Verified Report:**

The project inspector shall comply with the requirements of this procedure effective June 1, 2013.

#### **5.2.5 Project Inspector Job File:**

The project inspector's job file shall comply with the requirements of IR A-8.

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## **CONSTRUCTION OVERSIGHT PROCESS**

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A DSA Procedure documents a process or series of steps that DSA staff and/or external stakeholders must complete in order to fulfill one or more administrative requirements of DSA's review and approval of plans and specifications and construction oversight programs.

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**CONSTRUCTION OVERSIGHT PROCESS**
**APPENDIX**

**Executive Summary of DSA 152 Project Inspection Card:** The following provides a summary of typical construction components and systems that are associated with each section/block in the inspection card. While the listing is not comprehensive, it provides a good foundation for understanding and consistency. Refer to the *DSA 152 Manual* for additional detailed inspection and documentation requirements.

**SECTION 1 – INITIAL SITE WORK AND FOUNDATION PREP:****Block 1 – Mass Grading**

- Rough Grading of Overall Site
- Cuts/Fills
- Soil Remediation
- Soil Stabilization
- Soil Nails, Tie Backs, Rock/Soil Anchors
- Horizontal/Vertical Controls

**Block 2 – Building Pad**

- Soil Preparation Specific to Support of Structures
- Building Pad
- Soil Remediation
- Soil Densification
- Stone Columns

**Block 3 – Drainage Devices**

- Storm Water Collection/Distribution systems
- On-Site Retention Systems
- Foundation Drain systems
- Retaining Wall Drain Systems

**Block 4 – Utilities (Rough-in)**

- FLS Utilities/Systems
- MEP Utilities/Systems
- MEP Vaults
- Thrust Blocks

**Block 5 – Excavations**

- Foundation Systems
- Driven Piles

**Block 6 – Forms**

- Formwork
- FLS Systems
- MEP Systems
- Waterproofing/Vapor Barriers

**Block 7 – Steel Reinforcing**

- Reinforcing (bars, tendons, etc.)
- Embeds

**SECTION 2 - VERTICAL AND HORIZONTAL FRAMING:****Block 8 – Foundation Concrete**

- Verify Foundation Is Compliant (concrete 28 day strength, etc.)

**Blocks 9 - 12 – Concrete, Masonry,****Wood, Steel**

- Walls
- Columns
- Frames

**Blocks 13-15 – Concrete, Wood, Steel**

- Floors
- Roofs



## CONSTRUCTION OVERSIGHT PROCESS

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### SECTION 3 – APPURTENANCES:

#### Block 16 – Ceilings

- Ceilings
- Soffits
- Suspended Baffles

#### Block 18 – Rated Assemblies

- Walls
- Shafts
- Floors
- Roofs
- Ceilings
- Doors
- Fire Doors
- Windows
- Penetrations
- Dampers
- Fire-Proofing

#### Block 20 – Automatic Fire Suppression Systems

- Sprinklers
- Chemical
- Deluge
- Water Curtains
- Extinguishers
- Support/Bracing/Anchorage of AFSS

#### Block 22 – MEP (FLS)

- MEP Fire Suppression Systems (smoke and fire dampers)
- Kitchen Hoods
- Laboratory Hoods
- Dust Collection Systems
- Smoke Control Systems

#### Block 17 – Exterior Cladding

- Storefront/Window Walls
- Veneer
- Precast Concrete Panels
- Wall Finishes (stucco/plaster/wood/aluminum/etc.)
- Manufactured Systems (EFIS, GRFC, etc.)

#### Block 19 – Fire Alarms:

- Fire/Smoke Alarm System (includes support, anchorage, bracing, etc.)

#### Block 21 – MEP (Structural)

Support/Bracing/Anchorage for:

- MEP
- Equipment
- HVAC System
- Ducts
- Electrical
- Pendant Lights
- Transformers
- Switch Gears
- IDF/MDF/etc.
- Pipes
- Tanks

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## CONSTRUCTION OVERSIGHT PROCESS

### SECTION 4 – FINISH SITE WORK AND OTHER WORK:

#### Block 23 – Fine Grading

- Finish Grades
- Grading for Accessible POT System
- Grading for Run-off (drainage)

#### Block 24 – Flatwork

Accessible Path of Travel Systems such as:

- Stairs
- Ramps
- Walks
- Gates

#### Block 25 – Parking

- Drop-off
- Accessible parking
- Striping
- Signage
- Truncated Domes

#### Block 26 – Fire Lane

- Fire Lane

#### Block 27 – Other Work Structural

Support/Bracing/Anchorage for:

- Theater Systems (stage rigging, catwalks, speaker, lighting, curtains, etc.)
- Non-bearing partitions
- Operable partitions
- Casework
- Stairs
- Elevators
- Weather Protection

#### Block 28 – Other Work Fire Life Safety

- Egress Components
- Doors
- Gates
- Emergency Lighting
- Building Signage
- Site Signage
- Elevators
- Hazardous Materials

#### Block 29 – Other Work Accessibility

- Building Signage
- Site Signage
- Drinking Fountains
- Accessible POT Systems
- Stairs
- Ramps
- Walks
- Doors
- Gates
- Elevator
- Specialty Areas (restrooms, kitchens, casework, etc.)

**EXHIBIT G**  
**DSA FORM IR-A6**

## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

<b>Disciplines:</b> All	<b>History:</b>	Revised 11/27/18	Revised 11/21/12	Revised 11/15/06
		Revised 12/16/16	Revised in its entirety 11/01/12	Issued 09/01/99
		Revised 07/08/14	Revised 11/16/09	
		Revised 02/14/14	Revised 09/18/07	

Division of the State Architect (DSA) documents referenced within this publication are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

**PURPOSE:** This Interpretation of Regulation (IR) provides clarification of specific Code requirements relating to construction changes that must be submitted to DSA and defines the construction change document process.

**DEFINITIONS:** The following definitions apply to terms used in this document:

**Approved Construction Documents** – The Structural, Access or Fire & Life Safety related portions of the plans, specifications, addenda, deferred approvals, revisions, and construction change documents duly approved by DSA.

**Change** – Revisions, deletions, additions, and substitutions to approved construction documents.

**Change Order** – A document defining construction changes that result in changes to the contract.

**Clarification** – A statement from the architect or engineer in general responsible charge of the project that clarifies (but does not change) the requirements of the approved construction documents.

**Contract** – A written agreement for construction, alteration, repair or other construction activities associated with facilities regulated by DSA.

**Construction Change** – Changes to the approved construction documents after a contract for the work has been awarded.

**Construction Change Document (CCD)** – The documentation of construction changes.

**Design Professional in General Responsible Charge** – The architect or engineer in general responsible charge of the project as listed on Line 23 of form *DSA 1: Application for Approval of Plans and Specifications*.

**Drawing** – An illustration on paper or electronic medium.

**Field Change Document (FCD)** – A document defining construction changes but, unlike change orders, does not require approval of the school board nor an accounting of construction cost changes.

**Interpretation** – A statement from the architect or engineer in general responsible charge of the project that interprets (but does not change) the requirements of the approved construction documents.

**Responsible Design Professional** – The architect or engineer in general responsible charge of the project, as listed on Line 23 of form DSA 1, or architects or engineers with delegated responsibility for portions of the project as listed on Line 24a-24d or 25 of form DSA 1.

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**CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS**

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**1. SUBMITTAL REQUIREMENTS FOR CONSTRUCTION CHANGES:** After a contract for the work has been let, changes to the approved construction documents shall be made by means of a CCD.

It is the responsibility of the design professional in general responsible charge to determine if changes affect the Structural, Access or Fire & Life Safety portions of the project. (See Section 4 below about the statement on the verified report.)

The design professional in general responsible charge shall prepare the CCD and is responsible for code and process compliance.

The following define requirements for submittal of a CCD to DSA.

**1.1 Changes to or affecting the Structural, Access Compliance or Fire & Life Safety portions of the project:**

- These changes shall be classified as **CCD Category A**.
- A CCD Category A is required to be submitted to and approved by DSA prior to commencement of the affected work.
- A CCD Category A must be submitted to DSA using form *DSA 140: Application for Approval of Construction Change Document - CCD Category A/B* depicted in Appendix A of this IR and available on the DSA forms page. Submittal process requirements are defined in Section 2 of this IR and must be followed.

**1.2 Changes NOT affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project:**

- These changes shall be classified as **CCD Category B**.
- CCD Category B are not required to be submitted to DSA unless specifically required, in writing, by DSA. However, a design professional, at their discretion, may choose to submit a CCD Category B. (Refer to Section 3 for fees charged.)
- If DSA requires any CCD Category B to be submitted, then they shall be submitted to DSA, similar to CCD A, using form DSA 140.
- If DSA requires a CCD Category B to be submitted, then DSA will review for concurrence that it does not contain changes to or affect the Structural, Access or Fire & Life Safety portions of the project. If necessary, and at its sole discretion, DSA will reassign the CCD to Category A.
- If DSA concurs the document is a category B document, an approval stamp will be applied to the document.

**1.3 Change Orders:** Change Orders are not required to be submitted to DSA. The CCD process replaces the need to submit Change Orders (except as noted in Section 7).

Changes to the construction cost are reported to DSA using *form DSA 168: Statement of Final Actual Project Cost* at the conclusion of the project.

**2. SUBMITTAL PROCESS:** Submittal of CCDs must conform to the following requirements:

- 2.1** Must be submitted by the design professional in general responsible charge.
- 2.2** Must be submitted to DSA using form DSA 140.
- 2.3** Each CCD submittal must use a separate DSA CCD form.
- 2.4** The DSA CCD form must be filled out completely, including identification of the CCD

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**CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS**

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Category A or B, leaving no fields blank. For Category B CCDs, indicate whether the submission is voluntary or DSA required. When DSA provides written direction compelling submission of a CCD Category B, attach a copy of the DSA written notification compelling submission.

**2.5** Each CCD must be uniquely numbered. The numbering may be numeric or alpha-numeric.

- If the submitted CCD is returned by DSA not approved, the CCD number used in the original submittal must remain the same for any subsequent re-submittals.
- If a submitted CCD Category B is returned by DSA not approved, the CCD number used in the original submittal must remain the same when re-submitting as a CCD Category A.

**2.6** Proposed changes must be described clearly and completely.

**2.8** All drawings, and, when applicable, the first page or index of specifications and calculations associated with the proposed change must be stamped, signed, and indicate date of signing by the responsible design professional as an attachment to form DSA 140.

**2.9** Reference to the specific portions of the drawings or specifications that are being changed must be included.

**2.10** Changes to any testing or inspection requirements associated with the proposed change must be clearly described with a revised form DSA 103: List of Structural Tests and Special Inspections.

**2.11** Each page in the CCD, including the pages in each attachment, shall be clearly and uniquely numbered. All drawings attached to describe the changes shall be clearly numbered, labeled, and referenced.

**2.12** When drawings containing DSA approval stamps are revised and reissued as part of the CCD, all of the following requirements must be met:

- Images of all DSA approval stamps must be removed from the drawing (or crossed out) prior to making any changes to the drawings.
- Each change shall be clouded and identified on the drawing.
- All drawings must be re-stamped and re-signed by the responsible design professional. The date of signing shall be provided.

**2.13 CCD Submittal to DSA**

**2.13.A Projects submitted to DSA prior to October 1, 2018:** DSA Box or Bluebeam studio may be utilized for CCD submittals as directed by the DSA Regional Office. If [DSABox](#) is utilized for CCD submittals, each CCD shall be submitted as a single document and include form DSA 140 as the first page. In some cases, large size drawings associated with CCDs may need to be submitted as a hard copy to the appropriate DSA regional office. The design professional should contact the DSA regional office to determine file size limitations and submittal guidelines, and review DSABox instructions in the [DSABox External Library, Module 2.13](#). If Bluebeam studio is utilized for CCD submittals, see *DSA PR18-04: Electronic Plan Review for Design Professionals of Record* for submittal procedures.

**2.13.B Projects submitted to DSA on or after October 1, 2018:** Bluebeam Studio will be utilized for CCD submittals. See DSA PR18-04 for submittal procedures

**CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS****3. REVIEW AND APPROVAL/CONCURRENCE BY DSA:**

- DSA will charge fees in accordance with IR A-30 for all Category A CCDs submitted to DSA for approval. Category B CCDs voluntarily submitted by the design professional to DSA will be charged fees for review and concurrence. Category B CCDs required by a DSA representative to be submitted will not cause charged fees if DSA concurs the CCD is Category B.

**3.1 CCD Category A:**

- DSA reviews CCD Category A for minimum compliance with the codes regulating the Structural, Access and Fire & Life Safety portions of the project.
- If not approved by DSA, then the CCD is returned to the design professional in general responsible charge for corrections. DSA will return the document for corrections with a form DSA 140 attached indicating the status of the review and update eTracker accordingly. After corrections are made then the CCD is re-submitted (must include the DSA comments and a copy of the form DSA 140 from the previous unapproved submittal) following the submittal process outlined in Section 2 of this IR
- If approved by DSA, then DSA places the approved CCD in DSAbbox as described in DSAbbox External Library, Module 2.13 (see Section 4 for requirements for distribution by the design professional in general responsible charge).

**3.2 CCD Category B:**

- DSA reviews CCD Category B to provide concurrence that the changes do not affect the Structural, Access or Fire & Life Safety portions of the project.
- DSA approval of CCD Category B is not approval for code compliance, but is concurrence that the documents do not change the Structural, Access and/or Fire & Life Safety portions of the project.
- If not approved by DSA, then the CCD is returned to the design professional in general responsible charge for corrections. After corrections are made, then the CCD is re-submitted using CCD Category A form DSA 140 (must include the DSA comments and a copy of the form DSA 140 from the previous unapproved submittal) following the submittal process outlined in Section 2 of this IR. The remaining review process will follow that for CCD Category A described in Section 3.1 of this IR.
- If approved by DSA, then DSA places the approved CCD in DSAbbox as described in DSAbbox External Library, Module 2.13 (see Section 4 for requirements for distribution by the design professional in general responsible charge).

**4. DUTIES OF DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE**

**4.1 Distribution of CCD Category A Documents:** The design professional in general responsible charge shall provide the contractor and project inspector with DSA approved CCD Category A prior to commencement of work shown thereon.

**4.2 CCD Category A Statement in Final Verified Report:** The final verified report (form DSA 6-AE) from the design professional in general responsible charge must include a statement that all changes to or affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project have been approved by DSA. The intent for all projects is that this final verified report be dated after the approval of those CCDs.

**CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS**

**5. DUTIES OF THE PROJECT INSPECTOR WITH RESPECT TO CCDs:** The project inspector shall follow the CCD Category A record-keeping and monitoring requirements, issuing deviation notices when appropriate, as specified in IR A-8: Project Inspector and Assistant Inspector Duties and Performance.

**6. MONITORING OF CHANGES BY DSA:** If DSA determines that changes to the plans or specifications appear to require DSA approval (changes affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project), DSA shall notify the design professional in responsible charge and require the changes to be submitted for review and approval by DSA or require evidence the changes are CCD Category B.

**7. TRANSITION:** The following provides direction for submittal of construction change documents (Change Orders, (Field Change Document) FCDs or CCDs) for projects in various stages of completion of construction. All projects for which construction commences on or after January 2, 2013 are required to use the CCD process described in this IR.

**7.1 Projects for which, prior to November 1, 2012, construction is essentially complete, having been issued a DSA 90-day letter or “closed uncertified” by DSA:** Projects in this category may have an issue of “unresolved change orders” or “unresolved FCDs.” The status of these could be:

- Change orders or FCDs have been submitted to DSA and are pending review or unapproved.
- Change orders or FCDs have not been submitted to DSA.

To resolve this issue, use the following options:

**Change Orders:**

**Option #1:** Submit/resubmit the change orders and obtain DSA approval. The cost information in the change order need not be included.

**Option #2:** If any or all of the “unresolved change orders” are changes that do not affect the Structural Safety, Access Compliance, or Fire & Life Safety components or portions of the project, then, in lieu of the change orders, form DSA 310: Alternate Certification Statement of Content for Change Orders, Addenda and Revisions may be submitted. The specific change orders must be listed, by number, on the form.

**FCDs:**

**Option #1:** If the FCD has been previously submitted to DSA, then resubmit the FCD and obtain DSA approval.

**Option #2:** For changes that affect the Structural Safety, Access Compliance, or Fire & Life Safety portions of the project, but have not resulted in a change order, and have not been previously submitted as an FCD, then submit as a CCD Type A.

**7.2 Projects for which construction commenced prior to January 2, 2013 and do not fall into the category defined in Section 7.1:**

- For change orders or FCDs that have been submitted to DSA, see options listed in section 7.1.
- From November 1, 2012 to January 1, 2013: If previously unsubmitted change orders or FCDs are submitted, DSA staff will assign them as CCD Category A, assign the change order/FCD number as the CCD number, and process them accordingly.



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## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

- On or after January 2, 2013: the CCD process must be followed for all new, previously unsubmitted construction changes. If previously unsubmitted change orders or FCDs are submitted, DSA staff will return them as rejected, not approved and require them to be resubmitted as CCD.

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### REFERENCES:

California Code of Regulations (CCR) Title 24  
Part1: California Administrative Code, Sections 4-215, 4-233, 4-338 and 4-341  
California Health and Safety Code, Sections 16011, 16013 and 16015  
California Education Code, Sections 17280 and 81130

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This IR is intended for use by DSA staff and by design professionals to promote statewide consistency for review and approval of plans and specifications as well as construction oversight of projects within the jurisdiction of DSA, which includes State of California public schools (K–12), community colleges and state-owned or state-leased essential services buildings. This IR indicates an acceptable method for achieving compliance with applicable codes and regulations, although other methods proposed by design professionals may be considered by DSA.

This IR is subject to revision at any time. Please check DSA's website for currently effective IRs. Only IRs listed on the webpage at [www.dgs.ca.gov/dsa/publications](http://www.dgs.ca.gov/dsa/publications) at the time of project application submittal to DSA are considered applicable.

## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

## Appendix A - Sample CCD Category A



140

## APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT – CCD CATEGORY A/B

This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: <u>Amazing Unified School District</u>	DSA File #: <u>37</u>	-
Project Name/School: <u>Best School</u>	DSA App. #: <u>04</u>	- <u>119119</u>

## APPLICANT

CCD Cat. <input checked="" type="checkbox"/> A / <input type="checkbox"/> B, #: <u>04</u>	Date Submitted: <u>5-5-16</u>	Attached Pages?: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes ( <u>2</u> pages)
For CCD Cat. B, this is a <input type="checkbox"/> voluntary submittal, <input type="checkbox"/> DSA required submittal (attach DSA notification requiring submission).		
Firm Name: <u>ABC Architects</u>	Contact Name: <u>Pat Smith</u>	
Email: <u>Pat@abc.com</u>	Phone Number: <u>(888)555-1111</u>	
Address: <u>1444 Arch Drive</u>		
City: <u>San Diego</u>	State: <u>CA</u>	Zip: <u>92127</u>
<input type="checkbox"/> A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		
<input checked="" type="checkbox"/> For project currently under construction		
<input type="checkbox"/> To obtain DSA approval of existing uncertified building(s).		

## DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

Name of Design Professional in General Responsible Charge: <u>Robin Hanks</u>	
Professional License #: <u>C72475</u>	Discipline: <u>Architect</u>
Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.	
Signature: <u>R. Hanks</u> DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE	

**CHECK THIS BOX:** ☒ To confirm that all CCD drawings and, when applicable, first sheet or index of calculations and specifications have been stamped and signed by the Responsible Design Professional listed on DSA 1 for this project.

Brief description of construction change (attach additional sheets if needed):

Change bolts to lags on detail 7/S5.

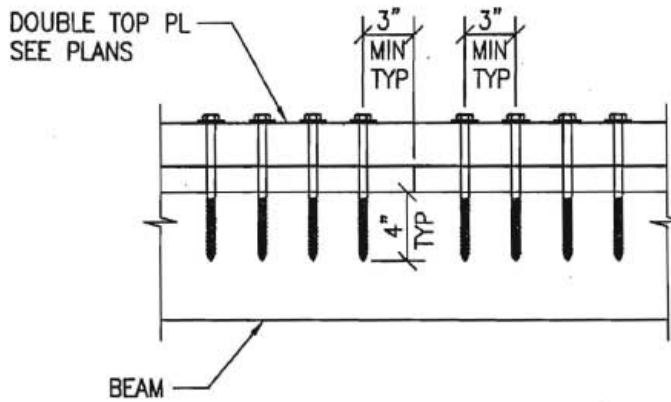
List of DSA approved drawings affected by this CCD: Sheet S5, detail 7.

DSA USE ONLY		DSA Stamp
SSS _____ Date _____ Approved / Disapproved / Not Req'd	For business office use only Date Sent _____ Return By _____ Delivery Method _____	
FLS _____ Date _____ Approved / Disapproved / Not Req'd		
ACS _____ Date _____ Approved / Disapproved / Not Req'd		
Remarks _____		

## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

## Appendix A - Sample CCD Category A (continued)

CCD 5 ATT # 1 OF 2



SCHEDULE	
TYPE	SCREWS
TYPE A	16-5/8"Ø LAG
TYPE B	24-5/8"Ø LAG

**NOTE:**

1. LOCATE SCREWS AT CENTER LINE OF TOP PLATE.
2. SPLIT TOTAL NUMBER OF SCREWS EACH SIDE OF SPLICE.
3. FOR INFO NOT SHOWN SEE 7  
S-5

ALTERNATE TO DETAIL 7  
S-5 CL-1

SHEET # 1 OF 1

REGISTERED PROFESSIONAL ENGINEER  
 NO. 13457  
 IN  
 STRUCTURAL  
 STATE OF CALIFORNIA

Project Name:	BEST SCHOOL
DSA Application #:	04-11919X
CCD Number:	05
Date:	5/5/15

## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

## Appendix A - Sample CCD Category A (continued)

PROJECT: NEW SCHOOL  
 DSA #: 04-119119X  
 CCD #: 05  
 DATE: 5/5/15

CCD 5 SHIT #2 of 2  
 (CALC SHIT #1)

CHANGE DETAIL 7/55 FROM BOLTS TO LAG

FROM 7/55  $\frac{3}{4}$ "  $\phi$  BOLTS 2X TO 4X  
 VAL = 1.2K

CHANGE TO  $\frac{5}{8}$ "  $\phi$  LAG (1 1/2" SIDE MEMBER)  
 VAL = .92K

USE 2-  $\frac{5}{8}$ "  $\phi$  LAG TO REPLACE 1-  $\frac{3}{4}$ "  $\phi$  BOLT  
 SPACE  $4d = 4 \times \frac{5}{8} = 2\frac{1}{2}$ "  $\rightarrow$  USE 3 MIN.

FROM 7/55 TWO TYPES OF SPICES.

TYPE A USES 8-  $\frac{3}{4}$ "  $\phi$  BOLTS  
 REPLACE W/ 16-  $\frac{5}{8}$ "  $\phi$  LAG.

TYPE B USES 12-  $\frac{3}{4}$ "  $\phi$  BOLTS  
 REPLACE W/ 24-  $\frac{5}{8}$ "  $\phi$  LAG.



## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

## Appendix B - Sample CCD Category B



140

## APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT – CCD CATEGORY A/B

This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: <u>Amazing Unified School District</u>	DSA File #: <u>37</u>	-
Project Name/School: <u>Best School</u>	DSA App. #: <u>04</u>	- <u>119119</u>

**APPLICANT**

CCD Cat. <input type="checkbox"/> A / <input checked="" type="checkbox"/> B, # <u>05</u>	Date Submitted: <u>5-5-16</u>	Attached Pages?: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes ( <u>1</u> pages)
For CCD Cat. B, this is a <input checked="" type="checkbox"/> voluntary submittal, <input type="checkbox"/> DSA required submittal (attach DSA notification requiring submission).		
Firm Name: <u>ABC Architects</u>	Contact Name: <u>Pat Smith</u>	
Email: <u>Pat@abc.com</u>	Phone Number: <u>(888)555-1111</u>	
Address: <u>1444 Arch Drive</u>		
City: <u>San Diego</u>	State: <u>CA</u>	Zip: <u>92127</u>
<input type="checkbox"/> A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		
<input checked="" type="checkbox"/> For project currently under construction		
<input type="checkbox"/> To obtain DSA approval of existing uncertified building(s).		

**DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE**

Name of Design Professional in General Responsible Charge: <u>Robin Hanks</u>	
Professional License #: <u>C72475</u>	Discipline: <u>Architect</u>
Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.	
Signature: <u>R. Hanks</u>	
DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE	

**CHECK THIS BOX:** ☒ To confirm that all CCD drawings and, when applicable, first sheet or index of calculations and specifications have been stamped and signed by the Responsible Design Professional listed on DSA 1 for this project.

Brief description of construction change (attach additional sheets if needed):

Add painted word "SCHOOL" five feet south of existing "CROSSING" sign, centered on northbound lane of Main St. on west side of school site. Use paint specified for roadway symbols.

List of DSA approved drawings affected by this CCD: Sheet AS1, detail S3.

DSA USE ONLY	DSA Stamp
SSS _____ Date _____ Approved / Disapproved / Not Req'd FLS _____ Date _____ Approved / Disapproved / Not Req'd ACS _____ Date _____ Approved / Disapproved / Not Req'd Remarks _____ _____ _____	For business office use only Date Sent _____ Return By _____ Delivery Method _____

CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

Appendix B - Sample CCD Category B (continued)

CCD 0 SHEET # 1 OF 1

19.3'

10'

SHEET # 1 OF 1

	Project Name:	BEST School
	DSA Application #:	04-119119x
	CCD Number:	06
	Date:	5/5/15

**EXHIBIT H**  
**DSA FORM 3**

## PROJECT SUBMITTAL CHECKLIST

Division of the State Architect (DSA) documents referenced within this publication are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

### GENERAL REQUIREMENT

**Projects submitted to DSA must include 100% complete Construction Documents, finalized, completely detailed, coordinated across all disciplines and ready for construction.**

### PURPOSE

The DSA 3 submittal checklist is a guide for submitting complete documents to provide for a thorough, comprehensive and efficient plan review process by DSA. It addresses Forms, Fees, Construction Documents and Supporting Documents required by plan reviewers. As outlined in procedure *PR 17-03: Project Submittal Appointment Process*, submittals that are found to be incomplete will be rejected and required to register for a new submittal date.

### INSTRUCTIONS

The DSA 3 submittal checklist is to be completed by the design professional responsible for the quality control and coordination review of the Construction Documents. All fields should be filled with either an "X" indicating required items included in the submittal or "N/A" indicating items not applicable to the scope of work.

It is recommended that the DSA 3 checklist be reviewed by the design professional at the time the project is registered to allow adequate time to verify that all applicable items have been completed and coordinated prior to submittal. Any questions related to the applicability of a listed item to the specific project scope should be clarified with DSA intake staff at the time the project is registered and progress drawings are uploaded to DSA Box.

### PART 1 – APPLICATION FORMS

ENTER X OR N/A

1. A completed form *DSA 1: Application for Approval of Plans and Specifications*. ..... ☐  
Note: Design Professionals listed must match those listed on the Title Sheet of the plans.
2. A completed form *DSA 3: Project Submittal Checklist*..... ☐
3. A completed form *DSA 1-INC: Definition of Scope Increments*. Applicable to projects requesting incremental plan review. See *IR A-11: Incremental Submittals*. ..... ☐
4. A completed form *DSA 1-DEL: Delegation of Responsibility*. Applicable to projects involving delegation of responsibilities of plans and specifications, and construction observation which are not easily described on the form *DSA 1*. ..... ☐
5. A completed form *DSA 1-MR: Application for New Manufactured Permanent Modular or Relocatable Buildings*. Applicable to projects manufacturing permanent modular or relocatable buildings. See bulletin *BU 16-01: Delegation of Authority for Modular and Relocatable Buildings – FAQs*). ..... ☐
6. A completed form *DSA 1-RUH: Request for Finding of Unreasonable Hardship*. Applicable to alteration, addition or repair projects seeking relief from full compliance with path of travel requirements. .... ☐
7. A completed form *DSA 1-AMM: Request for Alternate Design Materials and Methods of Construction*. Applicable to projects requesting approval of alternates to achieve code compliance. See procedure *PR 18-01*. .... ☐



**PROJECT SUBMITTAL CHECKLIST****PART 2 – APPLICATION FEES****ENTER X OR N/A**

## 1. Project Submittals

Structural, Fire & Life Safety and Access Compliance plan review fees as required. .... ☐

Required fees may be combined on a single check or warrant made out to “Division of the State Architect” (Note: Not all projects require review by all three disciplines. Indicate plan review services required on the *DSA 1* form). Fees are based on estimated value of construction. Use the *Plan/Field Review Fee Calculator* within Tracker to determine amount due at submittal.)

## 2. Pre-Check Submittals (PC)

a. Structural, Fire & Life Safety and Access Compliance plan review fees ..... ☐

Plan review fees are charged on an hourly basis. A \$6,000 deposit check or warrant made out to “Division of the State Architect” is due at submittal. Final fee to be calculated and invoiced based on actual plan review hours

b. CALGreen/Energy Code plan review fee ..... ☐

A separate deposit check is required for CALGreen/Energy Code plan review for PC submittals for permanent modular or relocatable buildings. See procedure *PR 07-01: Pre-Check Approval*).

- \$2,500 deposit for two or more climate zones
- \$1,500 deposit for one climate zone
- \$500 deposit for unconditioned building (e.g. restroom building)

**PART 3 – CONSTRUCTION DOCUMENTS****ENTER X OR N/A****A. GENERAL REQUIREMENTS FOR DRAWINGS AND SPECIFICATIONS**1. 100% complete Construction Drawings and Specifications, cross-referenced and coordinated among all disciplines..... ☐a. Bid alternates identified, when applicable..... ☐b. DSA approved Pre-Checked (PC) drawings to be included in drawing set for projects incorporating PC designs. .... ☐c. Electronic Plan Review submittal prepared in accordance with the drawing and specification format/file requirements in procedure *PR 18-04: Electronic Plan Review for Design Professionals of Record*. .... ☐d. Over-The-Counter (OTC) Plan Review submittal prepared in accordance with policy *PL 07-02: Over-the-Counter Review of Projects Using Pre-Check Approved Designs*. (1) set required for plan review mark-ups; (1) set for corrections and approval. .... ☐e. For the submittal of new, revised or renewed pre-check (PC) applications see procedures *PR 07-01: Pre-check Approval* and *PR 18-04: Electronic Plan Review for Design Professionals of Record*. Submittal is required to be in electronic format. All conditioned or unconditioned PC buildings require DSA CALGreen/Energy review. .... ☐2. A completed form *DSA 103: List of Material Testing and Special Inspection*..... ☐3. A completed form *DSA 810: Fire & Life Safety Site Conditions Submittal* when required per the DSA 810 instructions. (Incorporate on fire access site plan, with local fire authority sign off for proposed alternates for applicable projects.) ..... ☐

**PROJECT SUBMITTAL CHECKLIST****B. TITLE SHEET**

1. A complete Code Analysis. For each building indicate use, occupancy classification, allowable area, allowable building height, construction type, mixed ratio and area increase justifications. (Provide separate code analysis sheet, if necessary.) ..... ☐
2. Index of all sheets ..... ☐
3. Complete scope of work description ..... ☐
4. On incremental submittals, identify all increments and their respective scope of work. (A Title Sheet is required for each incremental submittal.) ..... ☐
5. Project directory including contact information for owner, architect and consultants. .... ☐
6. List of required governing codes, adopted standards and inspector classifications. .... ☐
7. List of deferred submittals. (See guideline *GL-3: Structural Plan Review* for list of items eligible for deferred submittal.) ..... ☐

**C. SITE AND / OR CIVIL PLANS AND DETAILS**

1. Comprehensive campus site plan and enlarged site plans for areas of work. (Identify if the site is located within a Wildland Urban Interface area. Label all incremental work if applicable.) ..... ☐
2. Identified each building and include name, use, occupancy, construction type and whether or not it's equipped with fire sprinkler system. .... ☐
3. DSA application number(s) for each existing structure and facility within the scope of work identified. See *IR A-20: New Projects Associated with Existing Uncertified Projects*. Note that issues preventing the certification of existing structures and facilities will need to be resolved before plans altering those structures and facilities are approved. .... ☐
4. Path of travel improvements which include an accessible route from the area of work to each of the following elements with improvements to current code: public transportation stops, public way, accessible parking, accessible passenger loading zones, administration building, and accessible restroom(s) serving area of work. See procedure *PR 15-01: Required Information for Path of Travel Upgrades on Construction Documents*. .... ☐
5. Accessible parking spaces identified and detailed within scope. .... ☐
6. Parking ratio calculations for each parking lot, within or impacted by the scope of work. .... ☐
7. Location of proposed electric vehicle charging stations, if provided. .... ☐
8. Sidewalk and roadway delineated, with widths and surface materials identified within scope. .... ☐
9. Path of exit discharge to public way or to identified area(s) of safe dispersal. .... ☐
10. All fencing and gates shown, indicating required exit gates, panic hardware and widths. .... ☐

**D. DEMOLITION PLANS**

1. Area of demolition and location of adjacent structures indicated on site plan. .... ☐
2. Detailed demolition plan for partial demolitions with note on plan stating that no demolition shall begin until plans including the demolition work have been approved by DSA ..... ☐

**PROJECT SUBMITTAL CHECKLIST****E. FLOOR PLANS**

1. Floor plans demonstrating access compliance, including restrooms, elevators, wheelchair lifts, stairs, ramps, door clearances, door swings, doors with panic hardware, casework, fixed furniture, equipment and all other required accessibility features. .... ☐
2. Enlarged floor plans of restrooms, elevators, stairs, ramps, lifts and specialty areas such as science labs, kitchens, auditoriums, etc. .... ☐
3. Distance of travel from elevator location to top and bottom nosing of all stairways demonstrated to be less than 200 feet. .... ☐
4. Accessible egress systems identified and detailed. .... ☐
5. Room and occupied area labels, indicating use and total occupants. Load factor used for occupant load calculations identified (net or gross). .... ☐
6. Net or gross floor area totals for each room or occupant area indicated. .... ☐
7. An exit analysis provided, indicating exit widths and cumulative loads at exits, including exit discharge paths and widths. .... ☐
8. Fire-resistance-rated walls and smoke barriers identified and cross referenced to partition schedules and details. Wall types, wall function, assemblies and assembly design number references noted. .... ☐
9. A detailed bleacher seating layout, identifying accessible seating and remaining floor area occupant load calculations (required in initial submittal even for projects where bleachers are identified as a deferred submittal). .... ☐
10. Way-finding and signage plans with legends and/or schedules cross-referenced to details. .... ☐
11. Dedicated egress provided within a new addition, unless the existing adjacent structure providing egress is of equal or greater live load and lateral load design criteria than the new addition (per *Part 1, Title 24, Section 4-306*). .... ☐

**F. ARCHITECTURAL DETAILS, ELEVATIONS, SECTIONS, ROOF PLANS AND REFLECTED CEILING PLANS**

1. Detailed interior elevations, exterior elevations, and sections including dimensions. Show roofing types and connections to structure. Show ceiling types and support and bracing details. .... ☐
2. Interior and exterior wall framing and details, including locations of drift joints in exterior wall framing as applicable. .... ☐
3. Fire-resistance-rated horizontal assemblies, ceilings and floors identified and detailed. .... ☐
4. Door openings and wall penetrations located and detailed. .... ☐
5. Skylight locations and sizes shown and detailed. .... ☐
6. Door, hardware, windows and finish schedules cross referenced to details. Note panic hardware, fire doors, doors with security hardware, and any fire-resistance-rated and tempered glazing/window assemblies. .... ☐
7. Signage schedules, cross referenced to details of room identification and way-finding signage. .... ☐
8. Casework and fixed furniture identified, including elevations, details, anchorage and required accessibility clearances and features. .... ☐
9. Soffits and other architectural projections identified and detailed. .... ☐

**PROJECT SUBMITTAL CHECKLIST**

10. All equipment identified and anchorage detailed. .... ☐
11. Walk-in refrigerators and freezers identified and detailed. .... ☐
12. Roof classes identified on all new and existing roofs within the project scope. .... ☐

**G. STRUCTURAL DRAWINGS**

1. Description of design basis, indicating the materials and lateral system utilized. List design gravity and lateral loads, soil parameters, and wind and seismic coefficients. For voluntary seismic improvements, indicate the specific structural items to be upgraded and the load levels for which those items are designed. .... ☐
2. Dimensioned foundation, floor and roof framing plans, including locations of all structural elements (e.g., foundations, walls, columns, beams). .... ☐
3. Complete truss detailing, including open web manufactured trusses (unless deferred.) .... ☐
4. Details for all elements of the lateral force resisting system .... ☐
5. Details for all diaphragms, chords, and collectors .... ☐
6. All windows, doors, skylights, ducts, pipes and other openings identified and detailed. .... ☐
7. Mechanical and electrical equipment located on plans, sections and elevations with unit weights noted on floor and roof framing plans. .... ☐
8. Project details, schedules and notes, as applicable to scope of work. .... ☐
9. For relocatable buildings less than 2,160 square feet, identify and detail wood or concrete foundations. .... ☐
10. For relocatable buildings over 2,160 square feet, identify and detail concrete foundations .... ☐

**H. MECHANICAL/PLUMBING DRAWINGS AND CALCULATIONS**

1. Location of all rated wall and ceiling assemblies identified. .... ☐
2. Mechanical unit locations shown, anchorage details referenced. .... ☐
3. Mechanical equipment schedule, including equipment CFMs (cubic feet per minute rating), unit operating weights and cross-reference to anchorage details. .... ☐
4. For MEP (Mechanical/Electrical/Plumbing) only projects, show partial structural framing plans at existing floors or roofs supporting mechanical equipment. .... ☐
5. Anchorage details for ducts and piping. .... ☐
6. Plumbing fixture schedules with flow rates and flush volume indicated in accordance with *CALGreen Code Section 5.303.3*. .... ☐
7. Mechanical and piping penetrations at fire-resistance-rated walls, shear walls, headers, lintels, floors and roofs identified and cross referenced to details. .... ☐
8. Plumbing layout coordinated with architectural plans and accessible fixtures identified. .... ☐
9. Grade level gas shut-off valve location indicated at all buildings. .... ☐
10. Locations of all fire/smoke dampers, supply/return registers and ducting indicated with details cross-referenced. .... ☐
11. Fume hood system shown including weight and exhaust duct identified and detailed. .... ☐

**PROJECT SUBMITTAL CHECKLIST**

12. Type I kitchen hood fire suppression system identified and detailed. (Show gravity support and lateral bracing for kitchen hoods.) ..... ☐
13. Any special systems indicated, including smoke removal, special venting, dust collection and all interfacing equipment identified and detailed with weights shown or scheduled for required anchorage design. .... ☐
14. Domestic water and gas load calculations with pipe sizes identified. .... ☐
15. Water heating system and location of equipment identified. .... ☐
16. *Energy Code Certificate of Compliance* forms included with plans. .... ☐

**I. ELECTRICAL DRAWINGS**

1. Location of all rated wall and ceiling assemblies identified. .... ☐
2. Panel locations with fire-resistance-rated enclosure assemblies identified. .... ☐
3. New and existing exit signs located. .... ☐
4. Interior and exterior emergency lighting and dedicated circuits identified. .... ☐
5. Power receptacles, ground-fault circuit interrupters (GFCI), and switches with accessible locations indicated and heights detailed. .... ☐
6. Assistive Listening Systems identified and detailed. .... ☐
7. Panel schedules and load calculations provided. .... ☐
8. Equipment/fixture schedule with weights and reference to anchorage details provided. .... ☐
9. *Energy Code Certificate of Compliance* forms included on plans. .... ☐

**J. FIRE ALARM SYSTEM DRAWINGS**

1. Guideline *GL-2: Project Submittal Guideline: Fire Alarm and Detection Systems* has been reviewed and all applicable items incorporated into submittal ..... ☐
2. Automatic fire alarm system if applicable (An automatic fire alarm system is required for all new buildings at a new or existing campus and for modernizations if project cost exceeds \$200,000 with any state funding.) ..... ☐
3. Fire alarm site plan indicating building names or designations ..... ☐
4. Fire alarm floor plans, including room uses, ceiling heights with circuits and device numbers identified, including locations of fire-resistance-rated walls and ceilings. .... ☐
5. Locations of the fire alarm control panel, power booster, terminal cabinets, annunciator panels, and all other required fire alarm equipment shown. .... ☐
6. Conduit runs, including wire type, size and number of conductors indicated. .... ☐
7. Fire alarm system identified: addressable or non-addressable, system and circuit class. .... ☐
8. Voltage-drop and battery calculations shown. .... ☐
9. Emergency Voice/Alarm Communication System. (See *IR F-1* for projects, where required). .... ☐

**PROJECT SUBMITTAL CHECKLIST****K. AUTOMATIC FIRE SPRINKLER SYSTEMS (AFSS) DRAWINGS**

1. Guideline *GL-1:Project Submittal Guideline: Automatic Fire Sprinkler Systems* and policy *PL 10-01: Plan Submittal Requirements: Automatic Fire Sprinkler Systems (AFSS)* have been reviewed and all applicable items incorporated into the submittal ..... ☐
2. Test Hydrant locations identified and water-flow test data signed by local fire authority or water purveyor. .... ☐
3. Fire sprinkler plan and site plan layout with water-flow test hydrant nodes indicated. Show locations for all lateral bracing. Show locations of fire rated assemblies and full height walls. .... ☐
4. Reflected ceiling plan with fire sprinklers located and coordinated with architectural, mechanical and lighting plans. .... ☐
5. Cross sections of buildings. .... ☐
6. Details of all assemblies, fittings, bracing, hangers, thrust blocks, signage, flexible piping and any other required AFSS equipment or supports. .... ☐

**PART 4 – SUPPORTING DOCUMENTATION****ENTER X OR N/A****A. GENERAL SUPPORTING DOCUMENTS**

1. Pre-application meeting minutes ..... ☐
2. District letter for exempt items. (Applicable only to school project submittals containing items listed in *Appendix A of IR A-22: Construction Projects and Items Exempt from DSA Review* which the district wishes DSA not to plan review or certify.) ..... ☐
3. Previously-approved DSA reference drawings (for alteration, reconstruction or additions to previously DSA-approved structures). .... ☐
4. Previously-approved DSA comparison sets (for projects re-using previously DSA-approved designs) ..... ☐

**B. STRUCTURAL REVIEW SUPPORTING DOCUMENTS**

1. EXISTING BUILDING EVALUATION (For projects involving reconstruction, alterations, or additions.) ..... ☐
  - a. Copy of DSA approved (REH) Rehabilitation Evaluation and Design Criteria Report (applicable to rehabilitation projects for upgrades of non-conforming building or mandatory triggered upgrades per *CAC 4-309 (c)*). See form *DSA 1-REH Pre-application for Approval of a Rehabilitation Project Evaluation & Design Criteria Report* and procedure *PR 08-03: School Facility Program/Seismic Mitigation Program*. .... ☐
  - b. For projects involving reconstruction, alterations, or additions where no REH report has been submitted: Provide calculations demonstrating that the triggers of *CAC Section 4-309(c)* have not been exceeded. .... ☐
  - c. For projects involving reconstruction, alterations, or additions where no REH report has been submitted: Provide justification that the cost of the building reconstruction, alteration, or addition, determined in accordance with *CAC 4-309(c)*, does not exceed 50 percent of the building replacement cost. .... ☐

**PROJECT SUBMITTAL CHECKLIST****2. FLOOD MAP**

(Applicable to new construction, additions and relocations. See procedure *PR 14-01: Flood Design and Project Submittal Requirements*.) .....

☐**3. PROJECT STRUCTURAL CALCULATIONS**

- a. One set of stamped and signed structural calculations indicating codes used. .... ☐
- b. Index of all calculations included. .... ☐
- c. Description of scope of work covered by the submitted calculations with complete design criteria indicated. Provide a clear narrative for each calculation section with main assumptions and design approach to be used. Address the impact to existing structural lateral systems of any proposed partial demolition(s). Reference *CAC 4-309* for structural rehabilitation triggers. .... ☐
- d. Seismic, wind and importance load factors indicated. Wind loading provisions including wind speed, exposure and any specialized items such as topographic effects need to be clearly defined. .... ☐
- e. Snow load utilized in the design identified; provide snow drift calculations, if appropriate. .... ☐
- f. Utilized soil bearing pressure indicated. If greater than 1,500 psf, or where the exceptions in *California Building Code (CBC) Section 1803A.2* are not met, provide substantiating geotechnical report. .... ☐
- g. Utilized lateral soil passive pressure indicated. If greater than 100 psf, provide substantiating geotechnical report. .... ☐
- h. Completed design checks of foundations including check of soil stresses and strength checks of footings. .... ☐
- i. Allowable lateral soil pressure for the design of poles, signs or antennae. .... ☐
- j. Calculations for miscellaneous site structures. .... ☐
- k. Key plans for foundations, floors and roofs, coordinated and cross referenced to the submitted structural calculations. .... ☐
- l. Lateral drift calculations, as required by code, .... ☐
- m. Load calculations, including weight of mechanical and electrical units and fire sprinkler pipe, .... ☐
- n. Calculations for mechanical equipment anchorage, including overturning, .... ☐
- o. Complete gravity system calculations, including checks of connections, .... ☐
- p. Complete truss calculations and details for open-web trusses (unless deferred), .... ☐
- q. Complete chord and collector calculations, .... ☐
- r. Lateral system calculations, including checks of connections, .... ☐
- s. Calculations for lateral floor and roof diaphragms. .... ☐
- t. Rigid diaphragms identified and calculations provided for accidental torsion consideration..... ☐
- u. Dynamic analysis calculations required for buildings with structural irregularities, in accordance with American Society of Civil Engineers Standard ASCE 7, Table 12.6-1. .... ☐

**PROJECT SUBMITTAL CHECKLIST**

- v. For designs by computer analysis, printouts of key input and output with a copy of the input and output files must be included. Structural calculation should provide all model geometry, loading information, boundary conditions, material properties, framing sizes, and strength check modifiers. Calculations must also contain primary analysis results such as reactions, all strength checks, and any connection design output to justify the design with the model provided as backup. .... ☐
4. GEOTECHNICAL INVESTIGATION / SOILS REPORT (See *CBC 1803A* for applicability)
- a. New report applicable to the buildings in the scope of work with the appropriate professionals' stamps and signatures. .... ☐
- b. A previous report may be submitted if a reevaluation is made and found to be currently appropriate. A letter updating the original report(s) by the same geotechnical engineer or geotechnical engineering firm must be included.) .... ☐
5. GEO-HAZARDS REPORT (See procedure *PR 14-01* for applicability) .... ☐
- a. A Geo-Hazards Report applicable to the buildings in the scope of work, with the appropriate professionals' stamps and signatures. .... ☐
- b. A previous report may be submitted provided that a reevaluation if made and found to be currently appropriate and the additional criteria outlined in *IR A-4.13 Geohazard Report Requirements* are satisfied. Provide a letter updating original report(s) by the same geotechnical engineer or geotechnical engineering firm.) .... ☐
- c. One copy of a completed California Geological Society (CGS) application with CGS project number, per *IR A-4.13: Geohazard Report Requirements*..... ☐
- d. One copy of site data report submitted to CGS per *CBC 1603A.2*. .... ☐
- e. CGS Final Acceptance letter will be required prior to DSA's stamp-out. .... ☐

**C. ACCESS COMPLIANCE REVIEW SUPPORTING DOCUMENTATION**

1. Manufacturers' product data sheets for door hardware, plumbing fixtures, restroom accessories. .... ☐

**D. FIRE AND LIFE SAFETY REVIEW SUPPORTING DOCUMENTATION**

1. Current CAL FIRE Office of the State Fire Marshal listings and manufacturers' product data sheets for all AFSS materials and devices. .... ☐
2. Hydraulic calculations for each building, system coordinated with the water-flow test hydrant ..... ☐
3. Structural calculations for support and bracing of sprinkler systems ..... ☐
4. Current CAL FIRE Office of the State Fire Marshal listings and manufacturers' product data sheets for all fire alarm devices ..... ☐
5. For projects exempt from the Green Oaks Family Academy Elementary School Fire Protection Act (SB 575, Chapter 725, Statutes of 2001), a letter signed by the school district superintendent stating the project is exempt ..... ☐



**PROJECT SUBMITTAL CHECKLIST****E. ENERGY CODE COMPLIANCE DOCUMENTATION (Applicable to new construction, additions and alterations to an existing building envelope, HVAC or electrical system)**

1. Energy Compliance Documentation Submittal Checklist with signatures (Form *DSA 403-A*, *DSA 403-B*, or *DSA 403-PC*, as applicable). ..... ☐
2. California Energy Code required *Certificate of Compliance* forms with appropriate signatures on drawings ..... ☐
3. Building Energy Analysis Report (8½-inch x 11-inch format)..... ☐

**F. CALGREEN CODE COMPLIANCE DOCUMENTATION (Applicable to new construction and additions and landscape work.)**

1. *DSA 1-L: Outdoor Water Use Self-Certification of Landscape Irrigation Design* form and documentation with Site Landscape Area Location Plan See procedure *PR 15-03: Compliance with CALGreen Outdoor Water Use Regulations*. ..... ☐
2. Completed *Application Matrix* (*Attachment 1* within the guideline *GL 4: CALGreen Code*.) ..... ☐
3. Identified underground and above-ground utilities and drainage systems; identified methods to manage surface water in compliance with *CALGreen Code Section 5.106.10*. ..... ☐
4. Location of bicycle parking in compliance with *CALGreen Code Section 5.106.4.2*. ..... ☐
5. Identified areas that serve the entire building for recycling of non-hazardous materials per *CALGreen Code Section 5.410.1*..... ☐
6. Identified primary exterior entry protection in compliance with *CALGreen Code Section 5.407.2.2.1*. .... ☐
7. Requirements for indoor moisture control identified in compliance with *CALGreen Code Section 5.505.1*. ..... ☐
8. Requirements for acoustical control identified in compliance with *CALGreen Code Section 5.507.4*..... ☐
9. Requirements for ventilation identified in compliance with *Energy Code* and *CALGreen Code Section 5.506.1*..... ☐

**ROOFING CONTRACT FINANCIAL INTEREST CERTIFICATION**  
**(Public Contract Code section 3006)**

PROJECT/CONTRACT NO.: \_\_\_\_\_ between **Mountain View Whisman School District** ("District") and \_\_\_\_\_  
\_\_\_\_\_ ("Architect / Engineer") ("Contract" or "Project").

I \_\_\_\_\_, \_\_\_\_\_  
Name Name of Architect / Engineer

certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roof project contract on this project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I \_\_\_\_\_, \_\_\_\_\_  
Name Name of Architect / Engineer

certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I \_\_\_\_\_, \_\_\_\_\_  
Name Name of Architect / Engineer

Have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): \_\_\_\_\_

Mailing address: \_\_\_\_\_

Addresses of branch office used for this Project: \_\_\_\_\_

If subsidiary, name and address of parent company: \_\_\_\_\_

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date: \_\_\_\_\_

Proper Name of Architect / Engineer: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code § 2204)**

PROJECT/CONTRACT NO.: \_\_\_\_\_ between **Mountain View Whisman School District** ("District") and \_\_\_\_\_  
\_\_\_\_\_ ("Architect / Engineer") ("Contract" or "Project").

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Architect / Engineer shall complete **ONLY ONE** of the following two paragraphs.

☐ 1. Architect / Engineer's total Fee is less than one million dollars (\$1,000,000).

**OR**

☐ 2. Architect / Engineer's total Fee is one million dollars (\$1,000,000) or more, but Architect / Engineer is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Architect / Engineer is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

**OR**

☐ 3. Architect / Engineer's total Fee is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Architect / Engineer to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with this Agreement.**

I certify that I am duly authorized to legally bind the Architect / Engineer to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: \_\_\_\_\_

Proper Name of Architect / Engineer: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

***Mountain View Whisman School District***

**Agenda Item for Board Meeting of 11/5/2020**

**Agenda Category:** CONSENT AGENDA

**Agenda Item Title:** Award of Architectural Services Contract to Hamilton + Aitken Architects for the Electrical Upgrades at Crittenden MS and Theuerkauf ES Project

**Estimated Time:**

**Person Responsible:**

Rebecca Westover Ed.D.  
Chief Business Officer

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**Background:**

The Electrical Upgrades at Crittenden MS and Theuerkauf ES project involves the replacement of the main switchboard at Theuerkauf ES and replacement of the main and distribution breakers in the existing main switchboard at Crittenden Middle School. The project requires the services of an architectural design firm to assist in design, and construction documents, construction administration and closeout. The District issued a Request for Proposal (RFP) for these services on September 18, 2020 to the currently approved pool of Architects for the District for the Measure T Bond. A total of one proposal was received.

**Fiscal Implication:**

Hamilton + Aitken Architects has presented a service fee proposal for the required services in the amount of \$48,000. At this time, the estimated construction cost is \$400,000. This proposal is within the established project budget for design fees.

**Recommended Action:**

It is recommended the Board of Trustees approve the service fee proposal and award of an agreement for Hamilton + Aitken Architects in the amount of \$48,000.

**ATTACHMENTS:**

Description	Type	Upload Date
Hamilton and Aitken - Electrical Upgrade	Backup Material	10/29/2020
Hamilton and Aitken Agreement - Electrical	Backup Material	10/29/2020



**Project Proposal** 7 – Electrical Upgrades – Crittenden MS and Theuerkauf ES

**Date:** 9 October 2020

**Description:**

- Replacement of main switchboard at Theuerkauf Elementary School. New switchboard will be 2,000 amp main and will be relocated from its current location in the main electrical room to an exterior pad mount application with CMU wall enclosure and ornamental metal gate.
- Replacement of main and distribution breakers at Crittenden Middle School in existing main switchboard.

**District's Estimated Budget:** \$400,000

**Personnel:** Project Architect: Chad Hamilton AIA  
Project Manager: Matt Adams AIA

**Consultant Project Team:**

Electrical Lead: Ken Ngai – Alliance Engineering Consulting  
Civil Lead: Michael Vidra – CSW/ST2 Civil Engineers  
Structural Lead: Tony Samra – TSA Structural Engineers

Team Resumés are attached after the seven fee proposals.

**Project Schedule:**

**Design** – 10/22 – 11/25

**CD** – 11/25 – 1/7/21

**DSA Submittal** – 1/8/21

**DSA Approval** – 3/18/21

**Construction** – June 2021 – August 2021

**Firm's Current Work Commitments:**

H+AA manages our ongoing work commitments by quarterly projections to determine long-term work load, and by weekly review of our project staffing and workload. We currently have staff available to commit to your project to meet the proposed schedule.

**Compensation:** Forty-Eight Thousand Dollars

Phase	Percent Fee	Fee / Phase
Design	30%	\$ 14,400
Construction Documents	40%	\$ 19,200
Bidding	5%	\$ 2,400
Contract Administration	25%	\$ 12,000
Total	100%	\$ 48,000

Hourly rates are included in our Statement of Qualifications dated 25 June 2020

**Proposed Scope of Services**

**Design Phase**

- Review existing design studies or documents of the existing building or site.
- Review reports and studies obtained by the District, including Geotechnical Report, Site Survey, and other pertinent information.
- Attend meetings required for design of the project.

- Prepare CAD/BIM base drawing files of buildings for use by other design disciplines.
- Meet with agencies having jurisdiction over the project to determine building and sitework compliance with regulatory requirements, including Division of the State Architect and local Department of Fire Prevention.
- Conduct field surveys to verify the existing site conditions and possible points of connection for the lighting circuits.
- Coordinate electrical and low voltage systems requirements with District.
- Calculate overall approximate electrical loads. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional facilities.
- Prepare final schematic design drawings for the project.
- Prepare a written design narrative describing the major elements of the project.

#### **Contract Documents Phase**

- Attend coordination and review meetings regarding the project.
- Prepare Contract Documents describing the project, incorporating technical information required for construction approval by public agencies, to facilitate the Client's effort to obtain proposals to construct these elements, and to aid and guide the construction of the project.
- Prepare drawings including site plan, building plans and sections, exterior elevations, interior elevations, wall sections, and detail sections showing the intent of the design for the project.
- Prepare specifications, using CSI format.
- Assist Client and Client's counsel in preparation of Division 0 (Bid Forms and General Conditions of the Contract)
- Provide information to the District's separate hazardous materials consultant regarding the scope of modernization work.

#### **DSA Approval**

- Submit documents to the Division of the State Architect for project review and approval.
- Assist the Client to obtain approval of the project by DSA.
- Respond to correction comments by DSA.

#### **Bidding Phase**

- Assist the Client during the bidding process to obtain proposals for the construction of the project.
- Incorporate hazardous materials documentation prepared by the District's separate hazardous materials consultant into the overall bid documents.
- Attend pre-bid meeting with potential bidders.
- Respond to questions from bidders.
- Prepare addenda required to clarify the bid documents and address questions of the bidders.
- Assist the Client to evaluate bid proposals.

#### **Construction Phase**

- Attend periodic construction progress meetings and job site visits necessary to observe the progress of construction of the project in order to advise the Client of general compliance with the design intent by the Contractor.
- Review the Contractor's request for progress payments for the project.
- Review product and information submittals and shop drawings required by the Specifications.

- Answer questions of interpretation and clarification by the Contractor.
- Prepare supplemental architectural information for corrections or clarifications to the Contract Documents.
- Attend final walk-through of the building and site at Substantial Completion of the project, and prepare a punch list of items that need to be corrected by the Contractor.

### **Contingent Additional Services**

The following services may be provided at the request of the Client, but are not included in Basic Services of the Architect:

- Design and documentation for sustainable rating certification, for example LEED.
- Preparation of Opinions of Cost.
- Revisions necessary as a result of major changes in project scope.
- Major design revisions or additions to project scope requested by the Client.
- Employment of special sub consultants at the request of the District, such as acoustical consultants and energy consultants.

### **Assumptions**

This proposal is based on the following assumptions:

- As-built drawings of existing building and building systems will be made available by the District.
- District will provide including topographic and utility site survey, geotechnical report, and other pertinent information as needed.

### **Exclusions**

Services not listed in this proposal are specifically excluded from our scope of services.

- Preparation of as-built drawings
- Review of extent of existing hazardous materials or removal procedures, and cost estimating for hazardous materials abatement.

Crittenden MS



Theuerkauf ES





**AGREEMENT FOR ARCHITECTURAL SERVICES  
BY AND BETWEEN  
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT AND  
HAMILTON + AITKEN ARCHITECTS FOR CRITTENDEN  
MS AND THEUERKAUF ES ELECTRICAL UPGRADES  
PROJECT**

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**CERTIFICATES**

This Agreement for Architectural Services is made as of the 5th day of November 2020, between the **Mountain View Whisman School District**, a California public school district, ("**District**") and **HAMILTON + AITKEN ARCHITECTS**, a California corporation ("**Architect**") (individually a "**Party**" and collectively the "**Parties**"), for the following project ("**Project**"):

CRITTENDEN MS AND THEUERKAUF ES ELECTRICAL UPGRADES, located at Theuerkauf ES (1625 San Luis Ave., Mountain View) and Crittenden MS (1701 Rock St., Mountain View), as further described in the Project Scope attached hereto as **Exhibit A**.

The Project may include multiple components. Any one of the components or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining component(s). The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). Architect shall invoice for each component separately and District shall compensate Architect for each component separately on a proportionate basis based on the level and scope of work completed for each component.

For and in consideration of the mutual covenants herein contained, the Parties agree as follows:

#### **Article 1. Definitions**

- 1.1. In addition to the definitions above, the following definitions for words and phrases shall apply when used in this Agreement, including all Exhibits:
  - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
  - 1.1.2. **Architect:** The architect listed in the first paragraph of this Agreement, including all Consultants to the Architect, although there is no contractual relationship between the District and any Consultants employed by the Architect under terms of this Agreement.
  - 1.1.3. **As-Built Drawings ("As-BUILTS"):** Any document prepared and submitted by District's contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by change orders.
  - 1.1.4. **Bid Set:** The plans, drawings, and specifications at the end of the Construction Documents Phase that DSA has approved and that the District can use to go out to bid for construction of the Project.
  - 1.1.5. **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated into the Conforming Set and for which DSA approval is required.
  - 1.1.6. **Construction Cost Budget:** The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget is sometimes colloquially referred to as "hard costs" and does not include the compensation of the Architect and Consultants, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
  - 1.1.7. **Consultant(s):** Any and all consultant(s), subconsultant(s), subcontractor(s), or agent(s) to the Architect. Nothing in this Agreement shall create any contractual relationship between the District and any Consultants employed by the Architect under terms of this Agreement.

- 1.1.8. **Day(s)**: Unless otherwise designated, “day(s)” means calendar day(s).
- 1.1.9. **District**: The **Mountain View Whisman School District**.
- 1.1.10. **DSA**: The Division of the State Architect.
- 1.1.11. **Project Budget**: The total amount indicated by the District for the entire Project plus all other costs, including design, construction, administration, financing, and all other costs. The Project Budget is sometimes colloquially referred to as the “hard costs” and the “soft costs.”
- 1.1.12. **Record Drawings**: A final set of drawings prepared by the Architect based upon marked-up prints, drawings, and other data furnished to Architect by Contractor that incorporates all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.13. **Service(s)**: All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.14. **Visually Verify**: To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

## **Article 2. Scope, Responsibilities, and Services of Architect**

- 2.1. Architect shall render the Services as described in **Exhibit A**, commencing with receipt of a written Notice to Proceed signed by the District representative. Architect’s Services will be completed in accordance with the schedule attached as **Exhibit C**.
- 2.2. Architect’s Services hereunder shall be provided in conjunction with contracts between the District and other Project participants including the Contractor and the District’s construction manager, if one is retained by the District for the Project.
- 2.3. Architect and its Consultants shall provide Services for a Project: (i) using its professional skill and judgment; (ii) acting with due care and in accordance with respective applicable standards of care under California law for those providing similar services for projects of the size, scope and complexity of the Project for California school districts in or around the same geographic area of the District; (iii) the terms of this Agreement; and (iv) in accordance with said standards regarding application and interpretation of applicable law, code, rule or regulation at the time the Services are rendered (collectively, “Standard of Care”).
- 2.4. Architect recognizes that the District may obtain the services of a construction manager for this Project. The construction manager, if any, would be authorized to give Architect Services authorizations, and issue written approvals and Notices to Proceed on behalf of District. The District reserves the right to designate a different construction manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the construction manager, unless that task indicates it shall be performed by the governing board of the District.
- 2.5. Architect shall provide Services that comply with professional architectural standards and applicable requirements of federal, state, and local law including, without limitation:
  - 2.5.1. Uniform Building Code, latest addition, and the California Code of Regulations, Title 24, including amendments.

- 2.5.2. Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes.
- 2.5.3. Americans with Disabilities Act.
- 2.5.4. Education Code of the State of California.
- 2.5.5. Government Code of the State of California.
- 2.5.6. Labor Code of the State of California, division 2, part 7, Public Works and Public Agencies.
- 2.5.7. Public Contract Code of the State of California.
- 2.5.8. U. S. Copyright Act.
- 2.6. **Storm Water.** Architect, through its Consultant(s), shall be the District's Qualified Storm Water Developer (QSD) and shall prepare all documents necessary for the District to be in compliance with the current Construction General Permit (CGP) of the State Water Resources Control Board.
- 2.7. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of its Services on the Project including, but not limited to, architects, mechanical, electrical, structural, fire protection, civil engineers, landscape architects, food service, low voltage, data, and telephone Consultants, and interior designers, and cost estimation providers, licensed as required by applicable law. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject the Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant(s) employed by the Architect under terms of the Agreement.
- 2.8. Architect shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.
- 2.9. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, California Department of Education (CDE), the Office of Public School Construction (OPSC), the Department of General Services (DGS), DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety, State Fire Marshal, County and City Health Inspectors and any regulatory office or agency that has authority for review and supervision of school district construction projects.
  - 2.9.1. **Architect acknowledges the provisions in Exhibit A during the Construction Administration Phase entitled "Duty to Timely Respond to DSA Inquiries."**
- 2.10. Architect shall provide Services required to obtain local agencies' approval for off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.11. Architect shall coordinate with the District's DSA Project Inspector(s).
- 2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.13. Architect shall coordinate and integrate its work with any of the following information and/or

services as provided by District:

- 2.13.1. Ground contamination or hazardous material analysis.
- 2.13.2. Any asbestos and/or lead testing, design or abatement.
- 2.13.3. Compliance with the California Environmental Quality Act ("CEQA"). Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District. If the District and/or its CEQA consultant does not provide mitigation measures to the Architect when reasonably required for incorporation into the Project design, the Architect may invoice the District for the work required to incorporate those mitigation measures as Extra Services.
- 2.13.4. Historical significance report.
- 2.13.5. Soils investigation.
- 2.13.6. Geotechnical hazard report, except as indicated in **Exhibit A**.
- 2.13.7. Topographic surveys of existing conditions.
- 2.13.8. State and local agency permit fees.
- 2.13.9. Commissioning Agent and Reports.
- 2.13.10. Testing and Inspection.

**Article 3. Architect Staff**

- 3.1. The Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. The Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Architect's Principals:	Architect's Consultants:
Principal in Charge: Chad Hamilton Project Manager: Matt Adams Project Architect(s): Chad Hamilton Other: Other: Other: Other:	Electrical: Ken Ngai, Alliance Engineering Consultants Mechanical: NA Structural: Tony Samra, TSA Engineers Civil: Michael Vidra, CSW/ST2 Civil Engineers Landscape: NA Food Service: NA Acoustics: NA Estimating: Other: Other:

- 3.3. All proposed Consultants and any Architect Consultants are subject to review and acceptance by the District prior to commencing work on the project. The District's review and approval of any replacement Consultant is required prior to commencing work on the Project. The District reserves

the right to replace any consultant in the best interest of the Project.

- 3.4. The Architect shall not change any of the key personnel listed above without prior notice to and written approval by District, unless said personnel cease to be employed by Architect. In either case, District shall be allowed to interview and approve replacement personnel.
- 3.5. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Architect shall have five (5) days to remove that person from the Project and replace that person with personnel acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and shall be subject to all conditions previously stated in this paragraph.
- 3.6. Architect represents that the Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of the Services and that no person having any such interest shall be employed by Architect.
- 3.7. Architect shall comply with Education Code section 17302(a) and agrees that any plans, specifications and/or included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

#### **Article 4. Schedule of Services / Term**

- 4.1. The Architect shall commence Services under this Agreement upon receipt of a Notice to Proceed and shall perform the Services diligently as described in Exhibit A, so as to proceed with and complete the Services in compliance with the schedule in Exhibit C. Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's and/or its consultant(s)' reasonable control.
- 4.2. **Term.** The Architect shall commence providing Services upon the execution of this Agreement and will diligently perform as required and continue performance until the Project is completed ("**Term**") or the Agreement is terminated as indicated herein, whichever is earlier. The Term is further detailed in the schedule in **Exhibit C**. The Parties agree that if this Agreement is in any way voided by an action based on Education Code section 17596, to the extent permitted by applicable law, the Parties will enter into and approve subsequent agreement(s), addenda, or amendment(s) for terms of up to 5 years each and under the same terms and conditions of this Agreement. The Architect is not due any additional compensation or Fee if the Term is longer than indicated herein and acknowledges that its Fee is based on the Architect performing the Services and all tasks within the Services and not based on the length of time to perform those Services or for the design or construction of the Project. The Architect's Fee is as indicated herein and in **Exhibit D**.

#### **Article 5. Construction Cost Budget**

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with the **Exhibit A**, the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and the construction manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit A**, including all plans, designs, drawings, specifications and other construction documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. The Architect shall maintain cost controls throughout the Project to

deliver the Project within the Construction Cost Budget.

5.3. The District is relying on the Architect's expertise regarding the cost of construction. If any of the following events occur:

- The lowest responsive base bid received exceeds the Construction Cost Budget by ten percent (10%) or more; or
- The combined total of base bid and all additive alternates is ten percent (10%) or more below the Construction Cost Budget; or
- The Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy;

Then the District, in its sole discretion, has one or a combination of the following alternatives:

- 5.3.1. Give the Architect written approval on an agreed adjustment to the Construction Cost Budget.
- 5.3.2. Authorize the Architect to assist the District to re-negotiate, when appropriate, and/or participate in re-bidding or requesting new proposals for the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
- 5.3.3. Terminate this Agreement if the Project is abandoned, without further obligation by either Party.
- 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District. The modification of Construction Documents shall be the limit of the Architect's responsibility arising out of the establishment of a Construction Cost Budget. All other obligations of the Architect, including construction administration services, remain as stated in the Agreement.

## **Article 6. Fee and Method of Payment**

- 6.1. The Fee is as defined in **Exhibit D**. District shall pay Architect the Fee pursuant to the provisions of **Exhibit D**.
- 6.2. Architect shall bill its work under this Agreement in accordance with **Exhibit D**.
- 6.3. No increase in Fee will be due from change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.4. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit D**.
- 6.5. Regardless of the structure of Architect's Fee, the Architect's Fee will be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement. District shall pay for Services authorized and performed prior to the notice to Architect of a reduction

as indicated here.

#### **Article 7. Payment for Extra Services or Changes**

District-authorized services outside of the scope in **Exhibit A** or District-authorized reimbursables not included in Architect's fee are "Extra Services." Any charges for Extra Services shall be paid by the District as described in **Exhibit B** only upon certification that the claimed Extra Services was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the District or the District's authorized representative, the District will not be obligated to pay for that service. The foregoing provision notwithstanding, the District will pay the Architect as described in **Exhibit "B"** for Extra Services that the District or the District's authorized representative verbally requests, provided that the Architect confirms each request in writing pursuant to the notice requirements of this Agreement, provides the District the opportunity to rescind or otherwise clarify the nature and/or scope of the request after receipt of notice, and Architect proceeds with those Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

#### **Article 8. Ownership of Data**

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for District to use, at its discretion, all plans, including, but not limited to, record drawings, specifications, and estimates that the Architect or its Consultants, prepares or causes to be prepared pursuant to this Agreement.
- 8.2. The Architect retains all rights to all copyrights, designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that the Architect or its Consultants prepares or causes to be prepared pursuant to this Agreement.
- 8.3. The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting (CADD) (e.g., AutoCAD) Technology. The Architect shall deliver to the District, on request, a "thumb" drive or other District-approved media, electronic transfer or weblink, with these documents and that is compatible with the most current version of AutoCAD. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4. In order to evidence what CADD information was provided to the District, Architect and District shall each sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by any person other than the Architect or Consultant(s) subsequent to it being provided to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, the Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service") in an electronic format requested by District and which the District shall have the right to utilize in any way permitted by statute:
  - 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
  - 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.



- 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF and/or DWG format of the site plan, floor plans (architectural, plumbing, structural mechanical and electrical), roof plan, sections and exterior elevations of the Project.
- 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
- 8.6. In the event the District changes or uses any fully or partially completed documents without the Architect's knowledge and participation, the District agrees to release Architect of responsibility for those changes, and shall indemnify the Architect harmless from and against any and all claims, including, but not limited to, reasonable attorneys' fees, on account of any damages or losses to property or persons, including injuries or death, arising out of that change or use except to the extent the Architect is found to be liable in a forum of competent jurisdiction. In the event District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify the Architect and the Architect's Consultants.

#### **Article 9. Termination of Agreement**

- 9.1. If Architect fails to perform the Services to the reasonable satisfaction of the District and as required by this Agreement, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice District for all Services performed until the date of the notice of termination. District shall have the right to withhold payment and deduct from Architect's invoice, any amounts equal to District's costs caused by Architect's negligent errors or omissions, recklessness, or willful misconduct. The District may, at its discretion, provide the Architect time to cure its default or breach.
- 9.2. District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District according to the percentage completed based on Exhibit D and District shall pay all undisputed invoice(s) for Services performed until the date of District's written notice of termination, not to exceed the Fee.
- 9.3. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of the termination.
- 9.4. The Architect has the right to terminate this Agreement if the District fails to make payment of undisputed amounts due to Architect hereunder. That termination shall be effective on the date District receives written notice of the termination from Architect. Architect may invoice District according to the percentage completed based on Exhibit D and District shall pay all undisputed invoice(s) for Services performed until the Architect's notice of termination, not to exceed the Fee.
- 9.5. If, at any time in the progress of the Design of the Project, the governing board of the District determines that the Project should be terminated, the Architect, upon written notice from the District of a termination, shall immediately cease performing Services. The District shall pay the Architect only the fee associated with the Services performed, from Architect's last paid invoice up to the date of the notice of termination, not to exceed the Fee.
- 9.6. If the District suspends the Project for more than one hundred twenty (120) consecutive days, the

Architect shall be compensated for Services performed prior to the notice of suspension. When the Project is resumed, the schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. If the District suspends the Project for more than eighteen (18) months, the Architect may terminate this Agreement by giving written notice.

#### **Article 10. Architect Indemnity**

- 10.1. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify, protect, defend and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Architect, its directors, officials, officers, employees, contractors, subcontractors, Consultants or agents arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes Architect's liability as to the active or sole negligence or willful misconduct of the District.
- 10.2. The following shall be Claims, to the extent they satisfy the definition of Claims herein:
- 10.2.1. **The cost of Project delays.** Without limiting Architect's liability for indirect cost impacts due to Project delays, the direct costs for which the Architect shall be liable shall be proportionate to the amount the District is liable to the Project contractor(s), subcontractor(s), suppliers, inspector(s), construction manager(s) for the Project delays, including the proportionate cost of interim housing necessitated by Project delays, to the extent that the Project delays arise out of, pertain to, relate to or result from the negligent errors or omissions, recklessness, or willful misconduct of Architect in the performance of any Services that falls below the Standard of Care as defined herein.
- 10.2.2. **The cost of construction change orders for errors and omissions.** Without limiting Architect's liability for indirect cost impacts, the direct costs for which the Architect shall be liable shall equal the difference between the cost of the change order(s) and the reasonable cost of the work had that work been a part of the originally prepared construction documents, to the extent that the change order(s) arise out of, pertain to, relate to or result from the negligent errors or omissions, recklessness, or willful misconduct of Architect in the performance of any Services that falls below the Standard of Care as defined herein.
- These amounts may be paid by Architect to District or the District may in reasonable good faith withhold those costs from amounts owing to Architect, pending resolution of the dispute.
- 10.3. Architect's duty to indemnify and defend under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until any such Claim(s) are barred by the applicable statute of limitations and is in addition to any other rights or remedies that the District may have under the law or under this Agreement.
- 10.4. The Architect's duty to defend shall begin upon the District's notification to the Architect of a Claim. At that time, the Architect shall pay for that defense at its sole cost. At the resolution of a Claim, either by dispute resolution, settlement, litigation, arbitration or otherwise, the District and Architect shall base their proportionate percentage of fault for the Claim either upon (1) the determination of a third-party neutral that adjudicated or settled the claim (e.g., a mediator, an arbitrator, a judge, etc.)

or (2) if no determination was made, based on a good faith determination of the District and the Architect. At that time the Parties shall determine the cost to defend that is chargeable to the Architect and a payment from one Party to the other Party shall be made within sixty (60) days to satisfy that reconciliation.

**Article 11. Mandatory Mediation for Claims**

- 11.1. The Parties hereto agree prior to commencing any legal action relating to any Claim, as defined herein, to submit the Claim to a mandatory good-faith mediation process ("Mediation"). The Parties' expectations are that if the Claim is made by a third party (e.g., a contractor), that the third party will be a participant in that Mediation. The Parties agree that any statute of limitations applicable to any Claim shall be tolled for the period from the date a Party requests Mediation through fourteen (14) days after termination of the Mediation, unless otherwise agreed to by the Parties.
- 11.2. Except as set forth below, the Parties agree to refrain from filing, maintaining or prosecuting any action related to the Claim during the pendency of the Mediation provided that the Mediation must commence within thirty (30) days after a Party makes written demand to the other for Mediation.
- 11.3. The Parties shall participate in a minimum of one full-day mediation session before the Mediation may be declared unsuccessful and terminated by either Party. The Mediation shall be conducted in accordance with the rules as the Parties agree upon, or in the absence of agreement, in accordance with the Commercial Mediation Rules of JAMS/Endispute. Evidence of anything said, any admissions made, and any documents prepared in the course of the Mediation shall not be admissible in evidence or subject to discovery in any court action pursuant to Evidence Code Section 1152.5.
- 11.4. The Parties shall mutually agree to the selection of a mediator who is an attorney that is experienced in public works construction claims. If the Parties are unable to agree upon a mediator, then the mediator shall be appointed by JAMS/Endispute.
- 11.5. The Mediation shall take place at a location within twenty (20) miles of the District's administrative office. The mediator's fees and administrative fees, if any, shall be split equally between the Parties, but, unless otherwise agreed to in writing, each Party shall bear its own attorney's fees.
- 11.6. If any Party commences a legal action without first attempting to resolve the Claim as required by this Article 11, that Party shall be in breach of this Agreement and shall not be entitled to recover attorney's fees that might have otherwise been recoverable.
- 11.7. This mandatory mediation process shall only apply to Claims pursuant to the Architect Indemnity provision herein and shall not apply to any disputes to be resolved pursuant to the Alternative Dispute Resolution provision herein.

**Article 12. Fingerprinting**

Architect has read and understands Education Code section 45125.2 and acknowledges that, according thereto, the Parties have determined and agreed that the Services provided by the Architect, Consultants, and their employees will have only limited contact with pupils at most. Architect agrees that it is responsible for complying with Education Code section 45125.1 throughout the completion of the Services. Architect shall promptly notify District in writing of any facts or circumstances which might reasonably lead District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).

**Article 13. Responsibilities of the District**

- 13.1. The District shall examine the documents submitted by the Architect and shall render any decision(s) required of District, in a timely manner to avoid unreasonable delay in the performance of Architect's Services.
- 13.2. The District shall verbally or in writing advise the Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide a notice shall not relieve Architect of its responsibility therefore, if any.
- 13.3. Unless the District and the Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when those services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to these matters which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall indicate that the specifications prepared by District's consultant relating to these matters, are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The bid documents shall also direct questions about the specifications to the consultant that prepared the specifications.
- 13.4. District personnel and/or its designated representatives shall coordinate with Architect as may be requested and beneficial for the coordination or management of work related to the Project.
- 13.5. The District shall timely provide to the Architect all relevant information in its possession regarding the Project that is necessary for performance of Architect's Services.
- 13.6. The District shall pay all fees required by agencies having jurisdiction over the Project.

**Article 14. Liability of District**

- 14.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed.
- 14.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees and Consultants, even though the equipment may be furnished or loaned to Architect by District.

**Article 15. Nondiscrimination**

- 15.1. Architect agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected characteristic of a person.
- 15.2. Architect shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.

**Article 16. Insurance**

- 16.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit E**.
- 16.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit E**.

**Article 17. Covenant Against Contingent Fees**

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Fee or consideration or to recover the full amount of a fee, commission, percentage fee, gift, or contingency.

**Article 18. Entire Agreement/Modification**

- 18.1. This Agreement, including the Exhibits incorporated by reference into this Agreement, is considered a completely integrated agreement, supersedes all previous contracts or agreements of any kind, oral or written, and constitutes the entire understanding an agreement of the Parties hereto. No extrinsic evidence of any kind or character may be admitted to alter or amend the terms of this completely integrated agreement, unless evidenced by an amendment to the Agreement as provided for herein. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement.
- 18.2. This Agreement shall not include or incorporate the terms of any proposal, general conditions, conditions, master agreement, or any other terms or documents prepared by the Architect. The attachment of any Architect-prepared document to this Agreement shall not be interpreted or construed to incorporate those terms into this Agreement, unless the District approves of that incorporation in a separate writing signed by the District. If proposals, quotes, statement of qualifications, or other similar documents prepared by the Architect are incorporated into this Agreement, then that incorporation shall be limited to those terms that describe only the Architect's scope of work, rates, price, and schedule.

**Article 19. Non-Assignment of Agreement**

This Agreement is intended to secure the specialized Services of the Architect. Therefore, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any purported assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any purported assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void.

**Article 20. Law, Venue**

- 20.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and

governed by the laws of the State of California.

- 20.2. The county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

## **Article 21. Alternative Dispute Resolution**

### **21.1. Architect's Invoices.**

21.1.1. If the District disapproves of any portion or amount(s) of the Architect's invoices, the District shall within thirty (30) days of receipt by the District of any of the Architect's invoices, communicate to the Architect in writing, with reasonable detail, the portion or amount of the Architect's invoices that are disapproved for payment, the portion or amount of the Architect's invoices that are approved for payment, and the basis for the District's disapproval of the disputed portion(s) or amount(s) of the Architect's invoices ("Disputed Architect Invoice Detail").

21.1.2. If the Architect disagrees with the Disputed Architect Invoice Detail, the Architect shall communicate to the District in writing, and request to meet and confer in good faith with respect to the Disputed Architect Invoice Detail, to determine if the disagreement can be resolved. The meet and confer shall be scheduled to occur within thirty (30) days of Architect's request. The meet and confer shall include, but are not limited to, face-to-face meeting(s) with the appropriate District and Architect personnel as appropriate and necessary.

21.1.3. If the Parties cannot resolve the matter during this meet and confer process, the Parties shall handle the matter as a "dispute" as provided herein.

21.2. Disputes between the parties arising out of this Agreement shall be resolved by the following processes:

21.2.1. **Negotiation.** The parties shall first attempt in good faith to resolve any dispute arising out of or relating to this Agreement by negotiation. The Parties' meet and confer process for Disputed Architect Invoice Detail as detailed above, shall satisfy this negotiation requirement.

21.2.2. **Mediation.** Within thirty (30) days following the earlier of receipt of notice by one Party from the other Party of a demand for mediation, the Parties shall:

21.2.2.1. Administer the dispute pursuant to the Mandatory Mediation provisions indicated herein, or

21.2.2.2. If there are no other parties involved, administer the dispute pursuant to non-binding mediation administered in accordance with the Commercial Mediation Rules of JAMS/Endispute, unless waived by mutual stipulation of both Parties.

21.2.3. **Litigation.** Disputes arising from this Agreement that cannot be settled through negotiation or mediation (after those processes have been exhausted) shall be litigated in the California Superior Court in the county in which the Project that is the subject of this Agreement is located.

21.3. Architect shall neither rescind nor stop the performance of its Services pending the outcome of any dispute.

## **Article 22. Severability**

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

## **Article 23. Employment Status**

- 23.1. Architect shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which the Architect performs the Services; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 23.2. Architect understands and agrees that the Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 23.3. Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.
- 23.4. Should a relevant taxing authority determine a liability for Services performed by Architect for District, upon notification of such fact by District, Architect shall promptly remit such amount due or arrange with District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against that liability).
- 23.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect was not an employee.
- 23.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

## **Article 24. Warranty and Certification of Architect**

- 24.1. Architect warrants and certifies that the Architect is properly certified and licensed under the laws and regulations of the State of California to provide the Services that it has agreed to perform.
- 24.2. Architect warrants and certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-

insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services.

- 24.3. Architect warrants and certifies that it is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). Since the Architect is performing Services as part of an applicable “public works” or “maintenance” project, and since the total compensation is One Thousand Dollars (\$1,000) or more, the Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all applicable Prevailing Wage Laws. Architect shall ensure that it and its Consultants comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5.

**Article 25. Cost Disclosure - Documents and Written Reports**

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Agreement exceeds Five Thousand Dollars (\$5,000).

**Article 26. Notices and Communications**

Notices and communications between the Parties may be sent to the following addresses:

**District:**

Mountain View Whisman School District  
1400 Montecito Ave.  
Mountain View, CA 94043  
ATTN: Ayinde Rudolph  
Telephone: 650-526-8907

**Architect:**

HAMILTON + AITKEN ARCHITECTS  
525 Brannan Street, Suite 400  
San Francisco, CA 94107  
Attn: Chad Aitken  
Telephone: 415-974-5030

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the day after delivery.

**Article 27. Disabled Veteran Business Enterprise Participation**

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the “Act”). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, the Architect, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount paid to DVBEs in conjunction with the Agreement, and documentation demonstrating the Architect’s good faith efforts to meet these DVBE goals.

**Article 28. District’s Right to Audit**

- 28.1. District retains the right to review and audit, and the reasonable right of access to Architect’s and any Consultant’s premises to review and audit the Architect’s compliance with the provisions of this Agreement (“District’s Audit Right”). The District’s Audit Right includes the right to inspect, photocopy, and to retain copies, outside of the Architect’s premises, of any and all Project-related records, documents and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.



- 28.2. The District's Audit Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines are necessary to discover and verify that the Architect is in compliance with the requirements of this Agreement.
- 28.3. If there is a claim for additional compensation or for Extra Services, the District's Audit Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 28.4. The Architect shall maintain complete and accurate records for a minimum of seven (7) years and in accordance with generally accepted accounting practices in the industry. The Architect shall make available to the District for review and audit, all Project related accounting records and documents, and any other financial data. Upon District's request, the Architect shall submit exact duplicates of originals of all requested records to the District.
- 28.5. The Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that this Article is binding upon all Consultants.
- 28.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related documents, records and information.
- 28.7. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of more than Ten Thousand Dollars (\$10,000), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of the District, or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement.

#### **Article 29. Other Provisions**

- 29.1. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Architect's failure to perform any of the Services to the Standard of Care as defined herein.
- 29.2. Each Party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each Party acknowledges that the drafting of this Agreement was the product of negotiation, that no Party is the author of this Agreement, and that this Agreement shall not be construed against any Party as the drafter of the Agreement.
- 29.3. The Architect shall issue a credit to the District as an offset to the Architect's Fee, an amount equal to fifty percent (50%) of the actual tax benefit derived by the Architect or its shareholders based on the Project per Internal Revenue Code Section 179(D) (The energy efficient commercial buildings deduction).
- 29.4. The Architect acknowledges that the District is a public agency that is subject to heightened curiosity by the news media and the public and that the Architect may not be apprised of all facts surrounding the Project that Architect is working on. Accordingly, Architect shall promptly refer all inquiries from the news media or public concerning this Agreement or its performance under the Agreement to the District, and Architect shall not make any statements or disclose any documents to the media or the public relating to the performance under this Agreement or the effects caused thereby. If Architect

receives a complaint from a citizen or member of the public concerning the performance or effects of this Agreement, it shall promptly inform the District of that complaint. In its sole discretion, the District shall determine the appropriate response to the complaint.

- 29.5. **Confidentiality.** Architect, and its Consultants, and employee(s) shall maintain the confidentiality of all information received in the course of performing the Services. Architect understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 29.6. All Exhibits and all Certificates attached hereto are hereby incorporated by this reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

Dated: \_\_\_\_\_, 20\_\_

Dated: \_\_\_\_\_, 20\_\_

**Mountain View Whisman School District**

**Hamilton + Aitken Architects**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

**EXHIBIT A  
RESPONSIBILITIES AND SERVICES OF ARCHITECT  
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**Project Description.** The Project shall include the design of the following at Theuerkauf Elementary School and Crittenden Middle Schools (“**School Site(s)**”):

- Replacement of main switchboard at Theuerkauf Elementary School. New switchboard will be 2,000 amp main and will be relocated from its current location in the main electrical room to an exterior pad mount application with CMU wall enclosure and ornamental metal gate.
- Replacement of main and distribution breakers at Crittenden Middle School in existing main switchboard.

Architect shall provide all professional services necessary for completing the following:

**1. BASIC SERVICES**

Architect agrees to provide the services described below:

- 1.1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all Master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services.
- 1.2. The District shall provide all information available to it to the extent the information relates to Architect’s scope of work. This information shall include, if available;
  - 1.2.1. Physical characteristics;
  - 1.2.2. Legal limitations and utility locations for the Project site(s);
  - 1.2.3. Written legal description(s) of the Project site(s);
  - 1.2.4. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
  - 1.2.5. Adjacent drainage;
  - 1.2.6. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
  - 1.2.7. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;

- 1.2.8. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
- 1.2.9. Surveys, reports, as-built drawings; and
- 1.2.10. Subsoil data, chemical data, and other data logs of borings.

Architect shall Visually Verify this information and all existing utilities related to the Project, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design or if the Architect requires a topographical survey; geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, the Architect shall request that the District acquire that information at the soonest possible time after Architect becomes aware that this additional information is needed. If the Parties mutually agree, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

- 1.3. **Technology Backbone.** Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with the District's Information Technology Department and/or the District's technology consultant, and lay out any included technology backbone system. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. Architect and consultant(s) shall prepare and be responsible for documents prepared by the Architect based on the information provided by the District's technology consultant as appropriate to the level of design completion.

- 1.4. **Interior Design.** Provide interior design and other similar services required for or in connection with selection and color coordination of materials. Architect is required to coordinate the placement of furniture, equipment layout, or schematic space allocation. The District shall procure furnishings and moveable equipment. Advise the District on lead times and availability of all Project equipment, materials, supplies, and furnishings to ensure that all of these will be available to the District in a timely fashion so as to not delay the Project and/or delay the District's beneficial occupancy of the Project.

- 1.5. **Mandatory Assistance**

Except for Claims as defined in this Agreement, if a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

The District will compensate the Architect for fees incurred for providing Mandatory Assistance as Extra Services under Exhibit B. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the negligent acts, errors, or omissions of the Architect, its agents,

officers, and employees, the Architect shall reimburse the District based on its final determined percentage of proportionate fault. The determination of Architect's proportionate percentage of fault shall be determined consistent with the procedure set forth in the "Architect Indemnity" provisions of this Agreement. The District is then entitled to reimbursement of all fees paid to the Architect, its agents, officers, and employees for Mandatory Assistance.

#### 1.6. Oversight and Inspection Requirements

- 1.6.1. The Architect agrees and acknowledges that the Architect must comply with all applicable DSA requirements, including the requirements of the most recent versions (including any updates to any of these documents made by DSA during the performance of the Services) of DSA documents PR 13-01 (Procedure: Construction Oversight Process) attached hereto as **Exhibit F ("PR 13-01")**, IR A-6 (Interpretation of Regulations: Construction Change Document Submittal and Approval Process) attached hereto as **Exhibit G ("IR A-6")**, DSA Form 3 (Project Submittal Checklist) attached hereto as **Exhibit H ("Form 3")**, and all other applicable documents and requirements.
- 1.6.2. **Distribution of CCD Category A Documents:** The Architect shall provide the Contractor and Project Inspector with DSA approved CCD Category A prior to commencement of work shown thereon.
- 1.6.3. **CCD Category A Statement in Final Verified Report.** The final verified report (form DSA-6A/E) from the Architect must include a statement that all changes to or affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project have been approved by DSA.

## 2. PRE-DESIGN AND START-UP SERVICES

### 2.1. Project Initiation

Upon final execution of the Agreement with the District, the Architect shall:

- 2.1.1. Within the first week following execution of the Agreement, review the proposed Schedule of Work set forth in Exhibit C to the Agreement and prepare a detailed scope of work list and work plan for documentation in a computer-generated Project schedule to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for the review and approval by the District and by all regulatory agencies and additional definition of deliverables.
- 2.1.2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

### 2.2. Development of Architectural Program

The Architect shall prepare for the District's review an architectural program as follows:

- 2.2.1. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data

pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.

- 2.2.2. Review DSA codes pertaining to the proposed Project design.
- 2.2.3. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- 2.2.4. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.
- 2.2.5. Administer Project as required to coordinate work with the District and between Consultants.
- 2.2.6. Construction Cost Budget
  - 2.2.6.1. Architect shall have responsibility to further develop review, and reconcile the Construction Cost Budget within the parameters of the Project Budget established in the District's implementation plan. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional architectural programs as approved by the District. The following conditions apply to the Construction Cost Budget prepared by the Architect:
    - 2.2.6.1.1. All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and its representatives.
    - 2.2.6.1.2. Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.
    - 2.2.6.1.3. Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.
    - 2.2.6.1.4. The Architect shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.
    - 2.2.6.1.5. One week prior to submittal of documents, the Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
    - 2.2.6.1.6. Mechanical, electrical, civil, landscape and estimating consultant(s) shall participate in the progress meeting as appropriate and shall

provide input and feedback into the development of the Construction Cost Budget.

- 2.2.6.2. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

### 2.3. **Presentation**

Architect along with any involved consultant(s) shall present and review with the District and, if directed, with it's the District's governing board, the summary and detail of work involved in this Phase, including two dimensional renderings of any proposed facility suitable for public presentation.

### 2.4. **Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one copy of each item in electronic format:

- 2.4.1. Two copies of Architectural Program (Include comparison between developed program and "model" program, include narrative explaining any substantial deviations);
- 2.4.2. Two copies of Site Plan;
- 2.4.3. Two copies of revised Construction Cost Budget;
- 2.4.4. Two copies of final Schedule of Work;
- 2.4.5. Two copies of meeting Reports/Minutes from Kick-off and other meetings;
- 2.4.6. Two copies of renderings provided to District for public presentation.

### 2.5. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

## 3. **SCHEMATIC DESIGN PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

- 3.1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
- 3.2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

### **3.3. Architectural**

- 3.3.1. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
- 3.3.2. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
- 3.3.3. As applicable, identify proposed roof system, deck, insulation system and drainage technique.
- 3.3.4. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
- 3.3.5. Identify code requirements, include occupancy classification(s) and type of construction.

### **3.4. Structural**

- 3.4.1. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists); with preliminary sizing identified.
- 3.4.2. Identify foundation systems (including fill requirements, piles, caissons, spread footings); with preliminary sizing identified.

### **3.5. Mechanical**

- 3.5.1. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.
- 3.5.2. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- 3.5.3. Show selected system on drawings as follows:
  - 3.5.3.1. Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
  - 3.5.3.2. Location and preliminary sizing of all major equipment and duct work in allocated spaces.
  - 3.5.3.3. Schematic piping.
  - 3.5.3.4. Temperature control zoning.
- 3.5.4. Provide design criteria to include the intent base of design for the projects.
- 3.5.5. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.



**3.6. Electrical**

- 3.6.1. Calculate overall approximate electrical loads.
- 3.6.2. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
- 3.6.3. Show system(s) selected on drawings as follows:
  - 3.6.3.1. Single line drawing(s) showing major distribution system.
  - 3.6.3.2. Location and preliminary sizing of all major electrical systems and components including:
    - 3.6.3.2.1. Load centers.
    - 3.6.3.2.2. Main panels.
    - 3.6.3.2.3. Switch gear.
- 3.6.4. Provide design criteria to include the intent base of design for the projects.
- 3.6.5. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

**3.7. Civil**

- 3.7.1. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- 3.7.2. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.
- 3.7.3. Coordinate finish floor elevations with architectural site plan.

**3.8. Landscape**

Develop and coordinate landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

**3.9. Specifications**

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents ("Division 0" documents) and Division 1 documents as part of its work under the Agreement.

**3.10. Construction Cost Budget**

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

3.10.1. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.

3.10.1.1. General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.

3.10.2. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.

3.10.3. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

3.10.4. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

3.10.5. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

3.10.6. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

### 3.11. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated and requested by District and School Site staff as necessary, conduct meetings, site visits, and workshops. Architect shall take part in any and all reasonably necessary meetings requested by District and School Site staff during the Schematic Design Phase.

### 3.12. **Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

3.12.1. Two copies of breakdown of Construction Cost Budget as prepared for this Phase;

3.12.2. Two copies of meeting Reports/Minutes;

3.12.3. Two copies of Schematic Design Package with alternatives;

3.12.4. Two copies of a statement indicating changes made to the Architectural Program and Schedule;

- 3.12.5. Two copies of DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

**3.13. Presentation**

- 3.13.1. Architect shall present and review with the District the detailed Schematic Design.
- 3.13.2. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

**3.14. District Sign Off**

- 3.14.1. Architect shall not begin Design Development Phase services until the District has approved of the Schematic Design Package in writing.

**4. DESIGN DEVELOPMENT PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare from the accepted deliverables from the Schematic Design Phase the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of work:

**4.1. Architectural**

- 4.1.1. Scaled, dimensioned floor plans with final room locations including all openings.
- 4.1.2. 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- 4.1.3. Identification of all fixed equipment to be installed in contract.
- 4.1.4. Site plan completely drawn with beginning notes and dimensions including grading and paving.
- 4.1.5. Preliminary development of details and large scale blow-ups.
- 4.1.6. Legend showing all symbols used on drawings.
- 4.1.7. Floor plans identifying all fixed and major movable equipment and furniture.
- 4.1.8. Further refinement of Outline Specification for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- 4.1.9. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
  - 4.1.9.1. Light fixtures.
  - 4.1.9.2. Ceiling registers or diffusers.
  - 4.1.9.3. Access Panels.

**4.2. Structural:**

- 4.2.1. Structural drawing with all major members located and sized.
- 4.2.2. Establish final building and floor elevations.
- 4.2.3. Preliminary specifications.
- 4.2.4. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

**4.3. Mechanical**

- 4.3.1. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
- 4.3.2. Major mechanical equipment should be scheduled indicating size and capacity.
- 4.3.3. Ductwork and piping should be substantially located and sized.
- 4.3.4. Devices in ceiling should be located.
- 4.3.5. Legend showing all symbols used on drawings.
- 4.3.6. More developed Outline Specifications indicating quality level and manufacture.
- 4.3.7. Control Systems to be identified.
- 4.3.8. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

**4.4. Electrical**

- 4.4.1. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.
- 4.4.2. All major electrical equipment should be scheduled indicating size and capacity.
- 4.4.3. Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.
- 4.4.4. Legend showing all symbols used on drawings.
- 4.4.5. More developed and detailed Outline Specifications indicating quality level and manufacture.
- 4.4.6. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

**4.5. Civil**

- 4.5.1. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.
- 4.5.2. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

**4.6. Landscape**

Further refinement of Schematic Design concepts. Includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

**4.7. Bid Documents**

Architect shall review and comment on District's construction bid contracts and contract documents ("Division 0" documents and "Division 1" documents) as part of its work under the Agreement.

**4.8. Construction Cost Budget**

- 4.8.1. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget:
- 4.8.2. Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups, and general conditions shall be listed separately.
- 4.8.3. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- 4.8.4. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- 4.8.5. At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

**4.9. Deliverables and Numbers of Copies**

- 4.9.1. Two copies of Design Development drawing set from all professional disciplines necessary to deliver the Project;
- 4.9.2. Two copies of Specifications;
- 4.9.3. Two copies of revised Construction Cost Budget;

- 4.9.4. Two copies of DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

**4.10. Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated and requested by District and School Site staff as necessary, conduct meetings, site visits, and workshops. Architect shall take part in any and all reasonably necessary meetings requested by District and School Site staff during the Design Development Phase.

**4.11. District Sign Off**

Architect shall not begin Design Development Phase services until the has approved the Design Development floor plan in writing.

**5. CONSTRUCTION DOCUMENTS PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work:

**5.1. Construction Documents ("CD") 50% Stage:**

**5.1.1. General**

Prior to listing any specific equipment, material, supply, or furnishing, Architect shall verify, list and identify lead times and availability of all Project equipment, materials, supplies, and furnishings and ensure that all of these will be available to the contractor(s) in a timely fashion so as to not delay the Project and/or delay the District's beneficial occupancy of the Project. The Architect shall also provide other options to the District regarding other possible and more available equipment, materials, supplies, or furnishings.

**5.1.2. Architectural**

5.1.2.1. Site plan developed to show building location, and major site elements.

5.1.2.2. Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.

5.1.2.3. Architectural details and large blow-ups started.

5.1.2.4. Well developed finish, door, and hardware schedules.

5.1.2.5. Fixed equipment details and identification started.

- 5.1.2.6. Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
- 5.1.3. Structural
  - 5.1.3.1. Structural floor plans and sections with detailing well advanced.
  - 5.1.3.2. Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
  - 5.1.3.3. Completed cover sheet with general notes, symbols and legends.
- 5.1.4. Mechanical
  - 5.1.4.1. Mechanical calculations virtually completed with all piping and ductwork sized.
  - 5.1.4.2. Large scale mechanical details started.
  - 5.1.4.3. Mechanical schedule for equipment substantially developed.
  - 5.1.4.4. Complete design of Emergency Management System (“EMS”).
- 5.1.5. Electrical
  - 5.1.5.1. Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.
  - 5.1.5.2. Distribution information on all power consuming equipment; lighting and device branch wiring development well started.
  - 5.1.5.3. All electrical equipment schedules started.
  - 5.1.5.4. Special system components approximately located on plans.
  - 5.1.5.5. Complete design of low voltage system. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.
- 5.1.6. Civil
  - 5.1.6.1. All site plans, site utilities, parking, walkway, and roadway systems updated to reflect update revisions from Design Development Phase Documents, including all topographical and major site elements and existing/proposed contour lines.
  - 5.1.6.2. Site utility plans started.
- 5.1.7. Landscape
  - All landscape, hardscape, and irrigation plans updated to reflect update revisions from Design Development Phase Documents.
- 5.1.8. Construction Cost Budget

5.1.8.1. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development Phase revisions to the Construction Cost Budget. Architect shall provide a Construction Cost Budget sorted by the Project Bid Packages.

5.1.8.2. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

5.1.8.3. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

5.1.8.4. At this stage of the design, the Construction Cost Budget may include design contingencies of no more than 5% in the cost estimates.

5.1.9. Specifications

More than fifty percent (50%) complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

5.1.9.1. No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

5.1.9.1.1. The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400, or

5.1.9.1.2. The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code, section 3400

5.1.9.2. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.

5.1.9.3. Specifications shall be in CSI format.

5.1.10. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

5.1.10.1. Two copies of reproducible copies of working drawings;

5.1.10.2. Two copies of specifications;

5.1.10.3. Two copies of statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

5.1.10.4. Two copies of a statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the



previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

**5.1.11. District Sign Off**

Architect shall not begin Construction Documents – 100% / Completion Stage services until the District has approved the then current fixtures, equipment, and finishes prepared by Architect in writing.

**5.2. Construction Documents – 100% / Completion Stage:**

**5.2.1. Architectural**

5.2.1.1. Completed site plan.

5.2.1.2. Completed floor plans, elevations, and sections.

5.2.1.3. Architectural details and large blow-ups completed.

5.2.1.4. Finish, door, and hardware schedules completed, including all details.

5.2.1.5. Fixed equipment details and identification completed.

5.2.1.6. Reflected ceiling plans completed.

**5.2.2. Structural**

5.2.2.1. Structural floor plans and sections with detailing completed.

5.2.2.2. Structural calculations completed.

**5.2.3. Mechanical**

5.2.3.1. Large scale mechanical details complete.

5.2.3.2. Mechanical schedules for equipment completed.

5.2.3.3. Completed electrical schematic for environmental cooling and exhaust equipment.

5.2.3.4. Complete energy conservation calculations and report.

**5.2.4. Electrical**

5.2.4.1. Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.

5.2.4.2. Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

5.2.4.3. All electrical equipment schedules completed.

5.2.4.4. Special system components plans completed.

5.2.4.5. Electrical load calculations completed.

5.2.5. Civil

All site plans, site utilities, parking and roadway systems completed.

5.2.6. Construction Cost Budget

5.2.6.1. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the 50% Construction Documents Phase revisions to the Construction Cost Budget.

5.2.6.2. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

5.2.6.3. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

5.2.6.4. At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

5.2.7. Specifications

5.2.7.1. Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

5.2.7.2. No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

5.2.7.2.1. The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400; or

5.2.7.2.2. The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code, section 3400.

5.2.7.3. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.

5.2.7.4. At one hundred percent (100%) review, District shall review the specifications and shall direct Architect to make corrections at no cost to the District.

5.2.7.5. Coordination of the Specifications with specifications developed by other disciplines.

5.2.7.6. Specifications shall be in CSI format.

5.2.8. **Constructability Review**

The District and/or its designee shall conduct a construction review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report.

5.2.9. **Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

5.2.9.1. Two copies of reproducible copies of working drawings;

5.2.9.2. Two copies of specifications;

5.2.9.3. Two copies of engineering calculations;

5.2.9.4. Two copies of revised Construction Cost Budgets;

5.2.9.5. Two copies of statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

5.2.9.6. Two copies of DSA file including all correspondence, meeting, back check comments, checklists to date;

5.2.9.7. Two copies of a statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

5.2.10. **District Sign Off**

Architect shall not begin Construction Documents (CD) Final Back-Check Stage services until the District approved of the final fixtures, equipment, and finishes prepared by Architect in writing.

5.3. **Construction Documents (CD) Final Back-Check Stage**

The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.

5.3.1. **Approval of Construction Documents.** Architect shall obtain all necessary approvals for the Construction Documents for the Project from governmental agencies with jurisdiction therefor as necessary for the bidding and construction of the Work depicted in the Construction Documents, including without limitation, approvals by DSA. Architect shall revise the Construction Documents as required by DSA or other governmental agencies to obtain their respective approvals of the Construction Documents. Except for the Architect's fees (which are included in the Contract Price for Basic Services) incurred in obtaining the approvals or preparing revisions pursuant to the foregoing, the District shall pay all other costs or fees necessary for obtaining the approvals.

5.3.2. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:

5.3.2.1. Drawings: Original tracings of all drawings on Architect's tracing paper with each Architect/consultant's State license stamp.

5.3.2.2. Specifications: Original word-processed technical specifications on reproducible masters in CSI format.

5.3.3. Architect shall update and refine the consultants' completed Construction Documents.

5.3.4. **District Sign Off**

Architects Construction Documents Phase services shall not be deemed complete until the District has approved the final Construction Documents in writing.

5.4. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated and requested by District and School Site staff as necessary, conduct meetings, site visits, and workshops. Architect shall take part in any and all reasonably necessary meetings requested by District and School Site staff during the Construction Document Phase.

**6. BIDDING PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall perform Bidding Phase services for District as follows:

6.1. Contact potential bidders and encourage their participation in the Project.

6.2. Coordinate the development of the bidding procedures and the construction contract documents with the District.

6.3. The development of the bidding procedures and the construction contract documents shall be the joint responsibility of the District and the Architect.

6.4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.

6.5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.

6.6. Attend bid opening.

6.7. Coordinate with Consultants.

6.8. Respond to District questions and clarifications.

6.9. Deliverables and Number of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

- 6.9.1. Two copies of meeting report/minutes from kick-off meeting;
- 6.9.2. Two copies of meeting report/minutes from pre-bid site walk;
- 6.9.3. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set, and one (1) electronic set of plans in AutoCAD 2006 or compatible set and one (1) electronic copy of the conforming specifications in Microsoft Word.

## **7. CONSTRUCTION ADMINISTRATION PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall perform Construction Administration Phase services for the District as follows:

- 7.1. The Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.

### **7.2. Change Orders**

- 7.2.1. Architect shall review all of contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the contractor for clarification, or rejected.
- 7.2.2. The Architect shall furnish all necessary additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these drawings from the Architect and shall be at no additional cost unless designated as Extra Services by the District. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

### **7.3. Submittals**

- 7.3.1. Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and change orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- 7.3.2. Architect shall review contractor's schedule of submittals and advise the District on whether that schedule is complete. The Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.

- 7.3.3. The Architect's action upon contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed ten (10) business days from its receipt by the Architect, unless the complexity of the submittal warrants a longer time period for the review to be mutually agreed upon by both parties. Architect's response to each submittal shall be a substantive and acceptable response. This 10-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents.
- 7.4. **RFIs.** During the course of construction, all Requests for Information ("RFI") must be responded to as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from the receipt by the Architect, unless the complexity of the RFI warrants a longer time period for review as reasonably agreed to by the District in writing in its sole discretion. Architect's response to each RFI shall be a substantive and acceptable response. This 7-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents.
- 7.5. On the basis of on-site observations, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall notify the District in writing of any defects or deficiencies in the work by any of the District's contractors that the Architect may observe. However, the Architect shall not be a guarantor of the contractor's performance. Further, The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.
- 7.6. **Rejection of Work.** The Architect shall have the authority, only after pre-approval of the District, to reject Project contractor(s)'s work that does not conform to the requirements of the construction contract documents. The Architect shall have the authority, upon its sole discretion, to reject Project contractor(s)'s work that presents an immediate risk of injury to persons.
- 7.7. **Quality Control/Punch List Process.** Architect shall evaluate during the Construction Administration and Closeout Phases the contractor(s)' execution and overall delivery of its work throughout the construction process shall use its best efforts to ensure the Project meets or exceeds the criteria as set forth in the Conforming Set. The Parties acknowledge that this process is not commissioning of the Project or the Project's system(s).
- 7.7.1. The Quality Control/Punch List ("QC"/"Punch") Process is a comprehensive and systematic process to verify that the building systems and assemblies are constructed and installed as designed to meet the District's requirements. Quality Control during the Construction Phase, the Closeout Phase, and all warranty periods shall achieve the following specific objectives:
- 7.7.1.1. Verify and document that assemblies and equipment are installed per manufacturer's recommendations, product minimum standards, and the design intent expressed in the Contract Documents.

- 7.7.1.2. Verify and document that the manufacturer(s) and designer(s) of assemblies, equipment, and systems have approved the full compliance, performance, and operation of all completed assemblies, equipment, and systems for that they manufactured and/or designed.
  - 7.7.1.3. Verify and document assembly, equipment, and system function.
  - 7.7.1.4. Verify the completeness of operations and maintenance materials.
  - 7.7.1.5. Assist the District so that the District's operating personnel receive all required training and are offered additional and supplemental training, on the operation and maintenance of building assemblies, equipment, and systems, all to be provided by the party responsible for providing that training.
  - 7.7.1.6. In addition to all incomplete items on its punch list, document items of known non-compliance in materials, installation or operation.
- 7.7.2. The QC/Punch Process does not reduce the responsibility of any designers or contractors to provide a finished and fully functioning product.
- 7.8. **As-Built Drawings.** Architect shall review and evaluate for District, the contractor(s)' documentation of the actual construction performed during the Project that the contractor(s) should prepare and submit as As-Built. As-Built are documents that show the actual construction performed during the Project, including changes necessitated by change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
- 7.8.1. Architect shall provide to contractor(s), electronic "background" copies of all plans on which the contractor(s) shall indicate its "As-Built" in electronic format back to the District.
- 7.9. **Record Drawings.** Only if requested specifically by the District, Architect shall incorporate all information on all As-Built, sketches, details, and clarifications, and prepare one set of final Record Drawings for the District. The Record Drawings shall incorporate onto one set of electronic drawings, all changes from all As-Built, sketches, details, and clarifications. If a set of Record Drawings has been requested by the District, then (1) the Architect shall deliver it to the District at completion of the construction and (2) it shall be a condition precedent to the District's approval of the Architect's final payment. The Architect may insert the following notice on the Record Drawings:
- These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. The Architect has provided a review consistent with its legal standard of care.
- 7.10. **O&M Manuals / Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
- 7.11. Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and apparent deficiencies in construction following the acceptance of the contractor's work.
- 7.12. **Contractor's Application for Payment.** Failure of Architect to perform the following tasks shall be a material breach of the Agreement.
- 7.12.1. **Development of Payment Procedures.** In consultation with the District and the construction manager, the Architect shall assist in the development and implementation

of procedures, forms and documents for the submittal, review, processing and disbursement of Progress Payments to the Project contractor(s).

- 7.12.2. **Certification of Payment Due.** Based on the Architect's observations and evaluations, the Architect shall certify the amount due on each application for progress payment. The Architect shall review and respond to applications for progress payment in a prompt manner so as to allow the District to timely meet its payment obligations to the Project contractor(s) under the terms of the construction contract documents and applicable law, rule or regulation.
- 7.12.3. **Final Payment.** The Architect shall review, evaluate and certify for payment the Project contractor(s)'s application for final payment. The Architect shall review and respond to the Project contractor(s)'s application for final payment in a prompt manner so as to allow the District to timely meet its obligation to make payment of the Final Payment under applicable law, rule or regulation.
- 7.12.4. Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the contract documents.

#### 7.13. **Deliverables and Number of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

- 7.13.1. Two copies of meeting report/minutes from kick-off meeting;
- 7.13.2. Two copies of observation reports;
- 7.13.3. Two copies of weekly meeting reports.

#### 7.14. **Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

- 7.15. **Duty to Timely Respond to DSA Inquiries.** Architect acknowledges that the District, DSA, and/or the Inspector of Record may require Architect to submit changes or clarifications to the Construction Drawings and other documentation to DSA for its consideration and approval during the Construction Administration Phase ("**DSA Request**"). Any delay by Architect in responding to the DSA Request is likely to result in delays to the Project. Accordingly, Architect shall respond expeditiously and with all due diligence to any DSA Request ("**DSA Response**"), provided that in no event shall the Architect's DSA Response occur later than two (2) days after Architect receives notice of the DSA Request, unless a longer period of time is approved in writing, in advance, by the District.

### 8. **CLOSEOUT PHASE**

- 8.1. As the Construction Administration Phase progresses, the Architect shall perform the following Closeout Phase services for the District as required:



- 8.1.1. Architect shall review the project and observe the construction as required to determine when the contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
- 8.1.2. Architect shall collect from the contractor, review, and forward to the District all written warranties, operation manuals, spare parts, lien waivers, and Certificates of Inspection and Occupancy with Architect's recommendation as to the adequacy of these items.
- 8.1.3. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
- 8.1.4. Architect shall obtain all required DSA approval on all change orders and addenda to the contractor's contract.
- 8.1.5. Architect shall prepare verified report(s) for the Project (DSA-6A/E Verified Report, Rev 04/08, or more recent revision if available).
- 8.1.6. Architect shall prepare a set of Record Drawings for the Project, as requested by the District.
- 8.1.7. Architect shall review a package of all warranty and O&M documentation prepared by Contractor and specifically identify any deficiencies.
- 8.1.8. Architect shall organize electronic files, plans and prepare a Project binder, or an equivalently organized electronic submission.
- 8.1.9. Architect shall coordinate all Services required to close-out the design and construction of the Project with the District and between consultants.
- 8.1.10. Architect shall coordinate and obtain DSA approval of the Project in a time period not to exceed twelve months from the date of the start of the Closeout Phase (see Exhibit C) or issuance of final payment release to the contractor(s); whichever is soonest.
- 8.2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
- 8.3. **Deliverables and Number of Copies**
  - 8.3.1. Punch lists for each site;
  - 8.3.2. Upon completion of the Project, all related project documents, including As-Builts and Record Drawings (if requested by the District). These are the sole property of the District.
- 8.4. **Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

## **9. MEETINGS / SITE VISITS / WORKSHOPS**

- 9.1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits and workshops, as indicated below. Architect shall chair, conduct and take minutes of all meetings

Architect attends (excluding Governing Board meetings and Citizens' Bond Oversight Committee meetings). Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings. The approximate number of meetings below is an estimated requisite to adequately achieve the indicated meeting objective. THE EXACT NUMBER OF MEETINGS REQUIRED TO ACCOMPLISH THE MEETING OBJECTIVES WILL BE BASED ON THE ARCHITECTURAL TEAM'S PERFORMANCE. ADDITIONAL MEETINGS OR FEWER MEETINGS MAY BE HELD, AS NECESSARY, TO ACHIEVE THE MEETING OBJECTIVES, BUT AT NO ADDITIONAL COMPENSATION TO THE ARCHITECT.

**9.2. General Meeting, Site Visit and Workshop Requirements**

- 9.2.1. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or contractors, as applicable.
- 9.2.2. Architect shall maintain documentation of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
- 9.2.3. As required, Architect shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.
- 9.2.4. Each meeting may last up to one full day (eight (8) hours) and shall be held at the District office or at one of the Project sites, unless otherwise indicated.

**9.3. Meetings During Project Initiation Phase (Three (3) meeting(s))**

- 9.3.1. Within the first week following execution of the Agreement, the Architect shall participate in one Project kick-off meeting to determine the Project intent, scope, budget and timetable, which shall encompass the following:
  - 9.3.1.1. The Architect, its appropriate consultant(s), and District staff, shall attend the meeting.
  - 9.3.1.2. The Project kick-off meeting will introduce key team members from the District and the Architect to each other, defining roles and responsibilities relative to the Project.
  - 9.3.1.3. During this meeting, the Architect shall:
    - 9.3.1.3.1. Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
    - 9.3.1.3.2. Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
    - 9.3.1.3.3. Review and explain the scope of work and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.

- 9.3.1.3.4. Review documentation of the Project kick-off meeting prepared by the District's representative and comment prior to distribution.

**9.4. Initial Site Visits (Three (3) meeting (s))**

- 9.4.1. Architect shall visit the Project sites to complete a visual inventory and documentation of the existing conditions.

**9.5. Meetings During Architectural Program (Three (3) meeting (s))**

- 9.5.1. Architect shall participate in two (2) public community information site meetings to receive input from the community regarding its wishes and expectations regarding the design of Architect's work on the Project and the schedule of use of the sites during construction.
- 9.5.2. Architect shall conduct one (1) site meeting with the District's facilities team to gather information from District facilities team and site personnel and to make a visual presentation regarding the Project.
- 9.5.3. Electrical, civil, mechanical, structural, landscaping, and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.

**9.6. Meetings During Schematic Design Phase (Eight (8) meeting (s))**

- 9.6.1. Within the first two weeks following the start of the Schematic Design Phase, Architect shall conduct one design workshop with the District's facilities team and site personnel to complete a basic design framework with computer-aided design equipment (CADD). The District may, at its discretion, allow the Architect to proceed with this meeting without using CADD. Architect shall conduct a meeting at least every two (2) weeks during this Phase with itself, all its Consultants required for that meeting, the District, and their designated representatives, until the District has indicated its acceptance with the Architect's Schematic Design. The District reserves the right to require attendance of specific Consultant(s). This workshop shall include the following:
  - 9.6.1.1. Architect shall designate its team member duties and responsibilities;
  - 9.6.1.2. Architect and District shall review District goals and expectations;
  - 9.6.1.3. District shall provide input and requirements;
  - 9.6.1.4. Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Project Budget;
  - 9.6.1.5. Prepare and/or revise the scope of work list and general work plan from the Pre-Design Phase, for documentation in a computer-generated Project schedule;
  - 9.6.1.6. Establish and agree regarding methods to facilitate the communication and coordination efforts for the Project.

9.6.2. Architect shall conduct approximately four (4) District-Architect Coordination meetings, one every 2 weeks, throughout the Schematic Design Process.

9.6.3. Architect shall conduct approximately four (4) Design Committee meetings throughout the Schematic Design Process.

**9.7. Meetings During Design Development Phase (Six (6) meeting (s))**

9.7.1. At the time designated for completion of the Design Development package, Architect shall conduct four meetings with the District to review the following:

9.7.1.1. Present the Design Development package for review and comment to proceed with preparation of final plans and specification.

9.7.1.2. Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Project Budget.

**9.7.2. Value Engineering Workshop (Two (2) meeting (s))**

Architect shall conduct value engineering workshop(s), as requested by the District, including all of Architect's consultant(s), the District, and the Construction Manager during the Design Development Phase. This workshop shall be ongoing and may include several meetings.

**9.8. Meetings During Construction Documents Phase (Eight (8) meeting (s))**

9.8.1. Prior to beginning work on the fifty percent (50%) design package, Architect shall conduct meetings with the District to revise the Design Development package and receive comments.

9.8.2. At the time designated for completion of the fifty percent (50%) submittal package, Architect shall conduct one meeting, per package or submittal, with the District to review the following:

9.8.2.1. Present the fifty percent (50%) submittal package for review and comment to proceed with preparation of final plans and specification.

9.8.2.2. Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Project Budget;

9.8.3. At the time designated for completion of the one hundred percent (100%) Construction Document package, Architect shall conduct meetings with the District to review the following:

9.8.3.1. Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specification.

9.8.3.2. Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Project Budget.

**9.9. Meetings During Bidding Phase (Three (3) meeting (s))**

- 9.9.1. Attend and take part in two meetings with all potential bidders, District staff, and Construction Manager.
- 9.9.2. Conduct one kick-off meeting, per site, with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

**9.10. Meetings During Construction Administration Phase**

- 9.10.1. Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the contract documents and to monitor the progress of the construction of the Project.
- 9.10.2. Conduct weekly project meetings with District staff to review with District staff the progress of the work at each site.
- 9.10.3. Architect shall ensure that consultant(s) visit the site in conformance with their agreement.

**9.11. Citizens' Bond Oversight Committee Meetings**

Architect acknowledges that the design and construction of the Project is subject to oversight by the District's citizen bond oversight committee. Architect shall, at the District's direction, attend District citizen bond oversight committee meeting(s) and present the Architect's design to the District's citizen bond oversight committee for review and recommendation to the District's governing board.

**9.12. Governing Board Meetings**

Architect acknowledges that the District's governing board must approve all designs. Architect shall, at the District's direction, attend District governing board meeting(s) and present the Architect's design to the District's governing board for review and approval.

## EXHIBIT B

### CRITERIA AND BILLING FOR EXTRA SERVICES

Architect shall bill hourly for any Extra Services, unless provided for otherwise herein, or unless an alternate payment structure is expressly requested in writing by the District. The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized in writing by the District in accordance with the Article "Payment for Extra Services or Changes" in the Agreement:

1. Making revisions in drawings, specifications, or other documents when such revisions are:
  - 1.1. Required to comply with direction from the District that is substantively different than approvals or instructions previously given by the District.
  - 1.2. Required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set, unless those enactments or revisions were foreseeable or reasonably should have been foreseeable by the Architect prior to preparation of the Conforming Set.
  - 1.3. Due to changes required as a result of the District's failure to respond to a written request from the Architect within a reasonable time, as requested by Architect.
  - 1.4. Required to provide services in connection with Change Orders and directive not the fault of the Architect.
2. Providing services required because of significant documented changes in a Project initiated by the District, including but not limited to size, quality, complexity, the District's schedule, or method of bidding or negotiating and contracting for construction.
3. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
4. Providing services made necessary by the default of contractor(s), by major defects, or deficiencies in the work of contractor(s).
5. In the absence of a final Certificate of Payment or Notice of Completion, providing Services more than sixty (60) days after the date of completion of work by contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
6. Providing deliverables or other items in excess of the number indicated in **Exhibit A**. Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit A**, so that District can procure the additional deliverables itself or direct Architect to procure the deliverables at District's expense or on District's account at a specific vendor. This includes the cost and preparation of Record Drawings.
7. Providing services as directed by the District that are not part of the Services of this Agreement.
8. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.

9. Providing training, adjusting, or balancing of systems and/or equipment sixty (60) days after completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
10. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

<u>Job Title</u>	<u>Hourly Rate</u>
Principal	\$195
Associate Principal	\$170
Project Manager	\$125-160
Specification Writer	\$175
Senior Architect	\$110-145
Senior Designer	\$110-135
Job Captain	\$100-115
Designer	\$80-125
Drafter/BIM Operator	\$75-100
Administrator	\$65-80

11. The mark-up on any approved item of Extra Services performed by Consultant(s) shall not exceed **five percent (5%)**.
12. Mileage to/from Project is **NOT** reimbursable as Extra Services.

## EXHIBIT C

### SCHEDULE OF WORK

1. Promptly after the execution of this Agreement, the Architect shall prepare and submit for approval to the District a Schedule of Work showing the order in which Architect proposes to carry out Architect's work within the Term as defined in the Agreement ("Schedule of Work"). The Schedule of Work shall apply to the completion of all services listed hereunder within the times established by this Agreement. The Schedule of Work shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Work on a monthly basis and deliver two (2) copies to the District along with the monthly billing.
2. Architect shall complete all work and services required per the Schedule of Work after written authorization from the District to proceed.
3. The durations stated in the Schedule of Work shall include the review periods required by the District and all other regulatory agencies.
4. All times to complete tasks set forth in this Exhibit are of the essence. If delays in the Schedule of Work are imposed by the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Work if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, such extensions shall be authorized in writing by the District.

<b>Design</b>	October 22 - November 25, 2020
<b>Construction Documents</b>	November 25 - January 7, 2021
<b>DSA Submittal</b>	January 8, 2021
<b>DSA Approval</b>	March 18, 2021
<b>Construction</b>	June - August 2021

**Note:** The exact dates required to achieve the District's overall Project objective and completion are subject to the District's modification, but The Architect acknowledges that its Fee is based on the Architect performing the Services and not based on the length of time to perform those Services or for the design or construction of the Project.



## EXHIBIT D

### PAYMENT SCHEDULE

#### 1. Compensation

- 1.1. District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

Based on the OPSC Fee schedule as indicated here:

<b>Design</b>	\$14,400
<b>Construction Documents</b>	\$19,200
<b>Bidding</b>	\$2,400
<b><u>Contract Administration</u></b>	<b><u>\$12,000</u></b>
<b>TOTAL</b>	<b>\$48,000</b>

- 1.2. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel within two hundred (200) miles of a Project location, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit A.** or any other direct or indirect expenses incident to providing the services. Except as expressly set forth in the Agreement and **Exhibit B,** there shall be no payment for extra costs or expenses.
- 1.3. District shall pay Architect for all Services contracted for under this Agreement pursuant to the following schedule ("Payment Schedule"):

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Schematic Design Phase	10%
Design Development Phase	10%
Construction Documents Phase	35%
DSA Stamped Approval	5%
Bidding Phase	5%
Construction Administration Phase	30%
Closeout Phase	10%
Generate Punch List	2%
Sign Off On Punch List	2%
Receive and Review All O&M Documents	2%
Filing All DSA Required Closeout Documents	2%
Receiving DSA Closeout, including DSA approval of the final As-Built set of drawings	2%

2. **Method of Payment.** Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.
- 2.1. If reasonably requested by District and, if reasonably requested, as a precondition of payment, Architect shall submit to District documentation showing proof that payments were made to Architect's consultant(s).
- 2.2. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.
- 2.3. Upon receipt and approval of Architect's invoices, the District agrees to make payments within forty-five (45) days of receipt of the invoice as follows:
- 2.3.1. **Pre- Design/Architectural Program Development Phase:**  
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Pre-Design/Architectural Program.

- 2.3.2. **For Schematic Design Phase:**  
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.
- 2.3.3. **For Design Development Phase:**  
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.
- 2.3.4. **For Construction Documents Phase:**  
Monthly payments for percentage of Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.
- 2.3.5. **For Bidding Phase:**  
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District's award of the bid.
- 2.3.6. **For Construction Administration Phase:**  
Monthly payments based on Architect's invoices pursuant to the following:
1. Monthly payments for the percentage of Services complete, up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District's agreement that the Architect can generate a Punch List as part of the Closeout Phase.
- 2.3.7. **For Closeout:**  
Individual payment(s) proportionate to the items completed within this Phase.

### **3. Format and Content of Invoices**

- 3.1. Architect acknowledges that the District requires Architect's invoices for Basic Services must include explanations of the Services performed.
- 3.2. For invoices for Extra Services, a more detailed explanation, with specificity, is required. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable for invoices for Extra Services. The times indicated below are just placeholders:

Review/Respond RFI's, Const. Admin Mtgs., Review Shop Drawings, Field Sketches	5.5 hours
Prepare Construction Documents: floor plans, exterior elevations, consultant coordination.	7.5 hours
Master Budget update, Master Schedule Update, Board Presentation, Accounting coordination	6.5 hours

## EXHIBIT E

### INSURANCE REQUIREMENTS

Architect shall procure prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and consultant(s). Architect's liabilities, including but not limited to Architect's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated as a material breach of contract by the District.

1. **Minimum Scope and limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits and shall be on an occurrence-based basis unless otherwise indicated:

- 1.1. **Commercial General Liability.** One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
- 1.2. **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
- 1.3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Architect shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of one million dollars (\$1,000,000) per accident for bodily injury or disease. The Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 1.4. **Employment Practices Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Architect shall keep in full force and effect, an Employment Practices Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of one million dollars (\$1,000,000) per occurrence. The Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 1.5. **Professional Liability.** This insurance shall cover the prime design professional and his/her liability arising from the services of consultant(s) with a minimum of one million dollars (\$1,000,000) per occurrence limit and two million dollars (\$2,000,000) aggregate limit, and subject to no more than **twenty-five thousand dollars (\$25,000) per claim deductible**, coverage to continue through completion of construction plus "tail" coverage for two (2) years thereafter. **This policy can be on a claims-made basis.**

The District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for those changes.

Furthermore, and to the coverage and limits specified herein shall be the greater of:

- 1.6. The minimum coverage and limits specified in this Agreement; or

- 1.7. The broader coverage and maximum limits of coverage, if any, of any existing insurance policy required of the Architect to be kept pursuant to this Agreement.
2. **Deductibles and Self-Insured Retention:** The Architect shall inform the District in writing if any deductibles or self-insured retention exceeds \$25,000. At the option of the District, either:
  - 2.1. The District can accept the higher deductible; or
  - 2.2. The Architect's insurer shall reduce or eliminate the deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers.
3. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
  - 3.1. The District, its trustees, officers, officials, employees, agents and volunteers ("Additional Insureds") are to be covered as additional insureds as respects to liability arising out of activities performed by or on behalf of the Architect; instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Architect shall ensure that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage limits/requirements shall also be available to the Additional Insureds.
  - 3.2. For any claims related to the projects, the Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect's insurance and shall not contribute with it.
  - 3.3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
  - 3.4. The Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - 3.5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District. At the option of the District, the Architect shall be the party required to provide the District this notice in lieu of the Architect's insurance provider.
4. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. The Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, either:
  - 4.1. The District can accept the lower rating;
  - 4.2. Require the Architect to procure insurance from another insurer.
5. **Verification of Coverage:** Architect shall furnish the District with:
  - 5.1. Certificates of insurance showing maintenance of the required insurance coverage;

- 5.2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

**EXHIBIT F**  
**DSA FORM PR 13-01**

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## PROCEDURE: CONSTRUCTION OVERSIGHT PROCESS

Division of the State Architect (DSA) documents referenced within this publication are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

**PURPOSE:** California Code of Regulations (CCR), Title 24, Part 1, Chapter 4, Article 1 (Sections 4-211 through 4-220) and Group 1, Articles 5 and 6 (Sections 4-331 through 4-344) provide regulations governing the construction process for projects under the jurisdiction of the Division of the State Architect (DSA).

This Procedure provides the required, prescribed method for compliance with applicable sections of the above regulations related to communication and documentation of the status of construction inspections and material testing.

See *Section 5* for information on applicability of this procedure to your existing project.

**BACKGROUND:** Successful construction inspections and material testing are critical to the delivery of code compliant projects. Communication and documentation of these inspections and tests are necessary to enable involved parties to understand the status of those inspections and tests, so that conditions not compliant with the DSA-approved construction documents are identified in a timely manner and not covered up by subsequent construction activities.

**DEFINITIONS:** The following definitions apply to terms used in this document:

**Architect/Engineer** – An abbreviated use of the term design professional in general responsible charge.

**Contract** – A written agreement for facility construction, alteration, repair or other construction activities regulated by DSA.

**Contractor** – A company or individual that contracts for or is otherwise responsible for the construction of the project or portions of the project.

**DSA-Approved Construction Documents** – Portions of plans, specifications, *DSA-103: List of Structural Tests and Special Instructions*, addenda, deferred submittals, revisions, and construction change documents (CCDs) duly approved by DSA that contain information related to and affecting structural safety, fire/life safety, and accessibility (refer to *IR A-6: Construction Change Document Submittal and Approval Process* for additional information about CCDs). While all portions of the construction documents may contain a DSA identification stamp, this stamp is not the approval. Approval by DSA is indicated by a letter to the school district. This letter clarifies that the approval is limited to structural safety, fire/life safety and accessibility.

The DSA approval letter states: *“Buildings constructed in accordance with approved drawings and specifications will meet minimum required standard given in Title 24, California Code of Regulations, for structural, and fire and life safety ... and ... certifies that the drawings and specifications are in compliance with State regulations for the reasonable accommodation of the disabled.”*

**Design Professional In General Responsible Charge** – The architect or engineer in general



## CONSTRUCTION OVERSIGHT PROCESS

responsible charge of the project, as listed on Line 21 or 23 of form *DSA 1: Application for Approval of Plans and Specifications and Instructions*.

**Non-Building Site Structures** – Structures that are required to resist loads imposed by gravity, wind, seismic, earth or other external forces and are not enclosed by walls and a roof (examples include: shade structures not enclosed by walls, bleachers, ball walls, trash enclosures, dugouts, tanks, equipment, fences, retaining walls, ramps, stairs, cell towers, light poles, etc.).

The term “Non-Building Site Structures” is used only to clarify the types of site structures that are relevant when issuing form *DSA 152: Project Inspector Card* for site work. These types of structures are school buildings as defined in the California Administrative Code Title 24, Part 1.

**Other Responsible Design Professionals** – Architects or engineers with delegated responsibility for portions of the project as listed on Lines 24a, 24b, 24c or 24d of form *DSA 1* and Line 1.0 of *DSA 1-MR: Application for New Manufactured Permanent Modular or Relocatable Buildings* (when applicable), such as architects, structural engineers, mechanical engineers, electrical engineers and the geotechnical engineer of record.

**Permanent Modular** – Permanent buildings or structures built in a fabrication plant off-site not intended for relocation, constructed of modular units that do not have an integral floor, and are mounted on a permanent foundation such as modular school buildings or elevator towers.

Permanent buildings include enclosed structures for the purpose of housing students and teachers, such as classrooms, assembly buildings, administrative buildings, etc.

**Project Inspector** – An inspector who is employed by the school district, certified by DSA and specifically approved by DSA and applicable project design professionals to provide competent, adequate and continuous construction inspections for the project.

**Relocatable Building** – Buildings as defined in Title 24, Part 1, Section 4-314 which are built in a fabrication plant off-site.

### APPLICABLE DSA FORMS:

- DSA 1
- DSA 1-MR.
- *DSA 5-AI: Assistant Inspector Qualification and Approval.*
- *DSA 5-PI: Project Inspector Qualification and Approval.*
- *DSA 5-IPi: In-Plant Project Inspector Qualification and Approval.*
- *DSA 5-SI: Special Inspector Qualification and Approval.*
- *DSA 6-AE: Architect/Engineer Verified Report.*
- *DSA 6-C: Contractor Verified Report.*
- *DSA 6-PI: Project Inspector Verified Report.*
- *DSA 102-IC: Construction Start Notice/Inspection Card Request.*
- DSA-103
- *DSA 108: Change in Delegation of Responsibility.*
- *DSA 109: Transfer of Responsibility: Geotechnical Engineer.*

## CONSTRUCTION OVERSIGHT PROCESS

- *DSA 119: Project Inspector Performance Review.*
- *DSA 130: Certificate of Compliance–Accepted Folding and Telescopic Seating Fabricator.*
- *DSA 135: Field Trip Note (internal form).*
- *DSA 151: Project Inspector Notifications.*
- *DSA 152*
- *DSA 152-IPI: In-Plant Inspector Inspection Card/Verified Report.*
- *DSA 153: Inspection Card Building Identifier (internal form).*
- *DSA 154: Notice of Deviations / Resolution of Deviations.*
- *DSA 155: Project Inspector Semi-Monthly Report.*
- *DSA 156: Commencement/Completion of Work Notification.*
- *DSA 168: Statement of Final Actual Project Cost.*
- *DSA 180: Project Inspector Performance Record.*
- *DSA 211: Attachment for Additional Comments/Information.*
- *DSA 291: Laboratory of Record Verified Report.*
- *DSA 292: Special Inspectors Employed Directly by the District Verified Report.*
- *DSA 293: Geotechnical Verified Report.*

**REQUIREMENTS FOR REPORTING STATUS OF COMPLIANT CONSTRUCTION:** For every project there shall be a project inspector who shall have personal knowledge as defined in Title 24, Part 1, Section 4-336(a) of all work on the project.

All construction is required to be completed in compliance with the project construction documents. The construction documents are required to be in compliance with the California Building Codes in effect at the time the original plans and specifications are submitted to DSA. DSA reviews and approves the submitted plans, specifications and other construction documents for compliance with codes regulating structural safety, fire/life safety and accessibility. Other portions of the plans that do not contain content about or that affect structural safety, fire/life safety and accessibility are not reviewed by DSA and the responsibility for determining code compliance of those portions is the sole responsibility of the design professionals.

In order to distinguish between the portions of the plans that DSA reviews and approves and other portions of the plans, the term DSA-approved construction documents is used for the portions of the plans that are duly approved by DSA, contain information related to and affecting structural safety, fire/life safety, and accessibility. However, all work shown in the project construction documents must be inspected by the project inspector.

The California Administrative Code Section 4-333(b)3 specifically states that “no work shall be carried on except under the inspection of an inspector approved by DSA.” All construction is required to be completed in compliance with the project construction documents which include both the “DSA-approved construction documents” portions and the portions containing all the other work.

## CONSTRUCTION OVERSIGHT PROCESS

The California Administrative Code requires the project inspector to make certain reports pertaining to the status of construction compliance. To fulfill this requirement, the project inspector shall use the following:

- DSA 151
- DSA 152
- DSA 152-IPI
- DSA 154
- DSA 155
- *DSA 6-PI*
- Project Inspector Job File.

**1. REQUIREMENTS FOR USE OF PROJECT INSPECTION CARD (FORMS DSA 152 AND DSA 152-IPI):** The Project Inspection Card (form DSA 152) is considered to be an interim verified report by the project inspector. The DSA 152-IPI is considered to be the final verified report for the in-plant fabrication of permanent modular or relocatable buildings (see *Section 1.7*). The project inspector signs off the applicable blocks and sections on the form as the work progresses. The project inspector is required to complete the form in compliance with this procedure document and reference the Instructional Notes on the second page of form DSA 152 and the *DSA 152 Manual – A Guide for Completing the Project Inspector Card* (DSA 152 Manual). When signing off the blocks and sections of the form, the project inspector is verifying all of the following:

- Identified areas are determined to be in compliance with the DSA-approved construction documents.
- Required structural/material and fire/life safety testing and inspections are complete.
- Required documentation has been received by the project inspector.

**Note:** For small/fast projects, interim verified reports from the design professionals, geotechnical engineer, Laboratory of Record, and special inspectors are not mandatory if the requirements listed in DSA Policy *PL 14-01: Inspection Card Use for Small/Fast Projects* are met prior to commencing construction.

**1.1 Request for issuance of forms DSA 152 and DSA 152-IPI:** Form *DSA 102-IC: Construction Start Notice/Inspection Card* Request is used to request the issuance of Project Inspection Cards. After project approval, a DSA 5-PI, DSA 5-IPI (when applicable) must be submitted to and approved by DSA prior to the DSA 102-IC submission. Under circumstances agreed to by DSA prior to project approval, the DSA 5-PI, DSA 5-IPI (when applicable) and DSA 102-IC may be submitted simultaneously and DSA will attempt to expedite the issuance of the DSA 152 and DSA 152-IPI. Once the DSA 5-PI, DSA 5-IPI (when applicable) is approved, DSA (Document Controller) will fill in the “DSA 5-PI Approval Date” (or, when applicable, “DSA 5-IPI Approval Date”) in Section 3 of the DSA 102-IC and upload it to DSABox. The request is electronically submitted to DSA (See *Section 4* of this procedure for information on electronic submittal) and consists of providing the following required information:

- Identifying the DSA-approved project inspector.
- Contractor firm name and delivery method.
- Specified construction contract information.

## CONSTRUCTION OVERSIGHT PROCESS

- Project scope (DSA will use this information to determine the quantity of inspection cards needed for the project).
- Contact information for electronic communication by listing project collaborators.

**1.2 Issuance of form DSA 152 and DSA 152-IPI:** Project Inspection Cards (DSA 152 and DSA 152-IPI) are issued electronically by upload to [DSAbbox](#) by DSA per *Section 1.16* of this procedure.

**1.3 Quantity of DSA 152 and DSA 152-IPI forms required for projects:** The number of Project Inspection Cards issued varies by project type. In general, though there are exceptions for siting or relocation of permanent modular or relocatable buildings (discussed later) and small scope projects of a certain type (described later), one Project Inspection Card (form DSA 152) is required for each separate building and one for the site work (which includes non-building site structures). The number of Project Inspection Cards and building identifiers should match the information specified in form DSA 153: Inspection Card Building Identifier, which is completed by DSA plan review staff during the back check and provided to the design professional upon project plan approval.

For in-plant construction of permanent modular or relocatable buildings, one Project Inspection Card (DSA 152-IPI) is required for each separate building.

For the siting or relocation of permanent modular or relocatable buildings 2,160 square feet or less, only one Project Inspection Card (DSA 152) is required encompassing all the buildings, and one Project Inspection Card (DSA 152) is required for the site work (which includes non-building site structures).

The following small scope type projects require only one Project Inspection Card for all buildings on a campus rather than one Project Inspection Card per building:

- Fire Alarm Only Projects.
- Hardware Replacement Only Projects.
- Security Camera Only Projects.
- Low Voltage (Communication) Only Projects.

The following is not an exhaustive list of possibilities, but examples of the various project types and the resulting quantity of DSA 152 and DSA 152-IPI forms (**Note:** unless specified otherwise, all references to forms in the examples are to DSA 152 forms):

**1.3.1 Project scope is site work only (includes non-building site structures, if any):**

- One form is required.

**1.3.2 Project scope is new buildings:**

- One form for the site work (includes non-building site structures, if any).
- One form for each separate new building.

**Example:** Construction of three new buildings requires a total of four forms.

**1.3.3 Project scope is alterations/additions to existing buildings:**

- One form for the site work (includes non-building site structures, if any).
- One form for each separate existing building being altered or changed.

**Example:** Alterations to two existing buildings requires a total of three forms.

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**CONSTRUCTION OVERSIGHT PROCESS**

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**1.3.4 Project scope is alterations to existing buildings and no site work is required (such as mechanical/electrical only projects):**

- One form for each separate existing building being altered or changed.

**Example:** Alterations to two existing buildings requires a total of two forms.

**1.3.5 Project scope is new buildings and alterations/additions to existing buildings:**

- One form for the site work (includes non-building site structures, if any).
- One form for each separate new building.
- One form for each separate existing building being altered or changed.

**Example:** Construction of three new buildings and alterations to two existing buildings requires a total of six forms.

**1.3.6 Project scope is placing existing relocatable buildings (max. 2160 square feet) on a site:**

- One form for the site work (includes non-building site structures, if any).
- One form encompassing all of the relocatable buildings being placed on the site.

**Example:** Placing of three existing relocatable buildings on a site requires a total of two forms.

**1.3.7 Project scope is constructing new permanent modular or relocatable buildings (max. 2160 square feet) and placing them on a site:**

- One DSA 152-IPI form for each separate building for the in-plant construction.
- One form for the site work (includes non-building site structures, if any).
- One form encompassing all of the permanent modular or relocatable buildings being placed on the site.

**Example:** Construction and placing of two new permanent modular or relocatable buildings requires a total of four forms: two DSA 152 forms and two DSA 152-IPI forms.

**1.3.8 Project scope is constructing new relocatable buildings for stockpile:**

- One DSA 152-IPI form for each separate building for the in-plant.

**Example:** Construction of three new relocatable buildings for stockpile requires a total of three DSA 152-IPI forms.

**1.4 Project Inspection Card numbers:** Project Inspection Card numbers are issued by DSA staff. For each project, the issued inspection card numbers will be consecutive starting with the number 01 (01, 02, 03....) for all buildings. The Project Inspection Card number for site work (includes non-building site structures) will be “#SW.” Inspection card numbers for in-plant construction of permanent modular or relocatable buildings will use form DSA 152-IPI and be consecutive starting with the number 01, followed by the letters “IP” (01IP, 02IP, 03IP, etc.). Projects having the small scope defined in Section 1.3 on the inspection card under “Building Number” will indicate “All \_\_\_ Buildings” with the number of buildings inserted in the blank.

## CONSTRUCTION OVERSIGHT PROCESS

**1.5 Project posting of forms DSA 152 and DSA 152-IPI:** The project inspector and in-plant inspector shall post the forms in his/her job file and shall electronically post the forms (See *Section 4* for information on electronic submittal/posting). The information in the forms shall always be current. Each time the form is updated, a new electronic posting is required such that the electronically posted form is always kept current. In addition, the project inspector shall:

- Immediately, upon request, make the form available for review by any parties involved in the construction.
- Include a current copy of the forms (DSA 152) any time he/she submits a Verified Report (form DSA 6-PI).
- Upon request, provide a current copy of the forms to DSA, the school district/state agency, or the design professional in general responsible charge.

**1.6 Project inspector termination and transfer of the form DSA 152 and DSA 152-IPI:** If the project inspector or in-plant inspector is, for any reason, terminated prior to the completion of the project, then he/she must personally provide the original DSA 152 and DSA 152-IPI forms to the assuming DSA-approved project inspector or in-plant inspector, respectively, or to DSA and provide a copy to the school district. Use form DSA 211 to identify status of inspections completed up to the termination date if the space in the DSA 6-PI or DSA 152-IPI is insufficient to note such. Forms located in DSABox that are current at the time of termination satisfy these requirements.

**1.7 Permanent Modular and Relocatable buildings:** The design professional in responsible charge shall delegate the responsibility for design and preparation of plans and specifications, observation of in-plant manufacturing, and on-site placement of the permanent modular or relocatable buildings. The individual delegated such responsibility may sub-delegate the responsibility for observation of in-plant and/or on-site construction as indicated on form DSA 1-MR. ←

**1.7.1 In-Plant Construction:** In-plant inspectors shall use the DSA 152-IPI as described in *Section 1.5*. Unlike the DSA 152, interim verified reports from the design professionals are not required for the in-plant inspector to sign off the DSA 152-IPI. However, the in-plant project inspector and the design professional delegated or sub-delegated the responsibility for observation of in-plant construction shall sign in the appropriate location on the DSA 152-IPI prior to the permanent modular or relocatable building leaving the plant. A stop work order may apply if this is not done (see *IR A-13: Stop Work and Order to Comply* for additional information).

Building modules may be shipped to the project site in phases prior to construction of all modules of a building. For each phase, the DSA 152-IPI shall list the serial numbers of the modules constructed, be signed by the delegated design professional, and be attached to those modules being shipped. The final DSA 152-IPI shall denote that all modules have been constructed, be affixed to the last module being shipped to the site, and be uploaded to the DSABox by the in-plant inspector. The site inspector shall verify receipt of the final DSA 152-IPI prior to installation of the last module.

If the in-plant inspector does not perform welding special inspection, the Laboratory of Record or independently hired welding special inspector shall provide verified reports, either form *DSA 291: Laboratory of Record Verified Report* or *DSA 292: Special Inspectors Employed Directly by the District Verified Report* depending on the welding special inspector's employment relationship with the Laboratory of Record (see *Section 1.10* and *1.11* for additional information). In this situation,

## CONSTRUCTION OVERSIGHT PROCESS

verified reports for testing of materials and special inspection of the welding are required for the in-plant inspector to complete the appropriate block on the DSA 152-IPI. These verified reports shall be submitted electronically to DSA as described in *Section 4*.

- 1.7.2 Transfer of forms:** For construction of new permanent modular or relocatable buildings for a specific project (not stockpile), the DSA 152-IPI, DSA 291, and DSA 292 (when applicable) for the superstructure must be attached to the inside of the building either performed by or attachment verified by the in-plant project inspector prior to the permanent modular or relocatable building leaving the plant. The on-site project inspector must verify these forms are present when the buildings are delivered to the site.

For the first-time installation of permanent modular or relocatable buildings, the design professional delegated or sub-delegated the responsibility for on-site construction observation shall complete a DSA 6-AE at applicable times defined in this procedure and submit it to DSA and the on-site project inspector.

**1.8 Duties of the project inspector and in-plant inspector related to the use of forms DSA 152 and DSA 152-IPI, respectively, are as follows:**

**Note:** For in-plant construction, the in-plant inspector shall follow the duties described below for project inspectors and substitute form DSA 152-IPI for form DSA 152.

- Act under the direction of the architect/engineer.
- Ensure the project is issued the correct quantity of Project Inspection Cards (form DSA 152). The project inspector is required to be in possession of the form(s) DSA 152 prior to commencement of construction. Title 24, Part 1, Section 4-342(b).5.A requires the project inspector to notify DSA when construction work on the project is started. Entering the "Card Start Date" on the form DSA 152 and submitting the form DSA 151 are required for compliance with that code section. Lack of compliance may cause DSA to issue a "Stop Work Order" on the project (see IR A-13 for additional information).
- Obtain a copy of the DSA-approved construction documents from the design professional in general responsible charge prior to the commencement of construction.
- Obtain a copy of the DSA-approved List of Required Structural Tests and Special Inspections (form DSA-103) from the design professional in general responsible charge (or DSAbox, when the electronic back check process is used per DSA Procedure *PR 16-01: Electronic Back Check for Plan Review Projects*) prior to the commencement of construction.
- Meet with the school district, design professionals, and contractor as needed to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Meet with the Laboratory of Record and any independently contracted special inspectors and technicians to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project. In cooperation with the Laboratory of Record, develop a schedule of required structural/material and fire/life-safety tests and special inspections based on the construction schedule.

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- Immediately notify the DSA Regional Office with construction oversight authority for the project, by phone and electronically by using form DSA 154, if construction commences without DSA 152 forms in the possession of the project inspector (see *Section 4* for information on electronic submittal).
  - For permanent modular or relocatable buildings, the school site project inspector must receive a properly completed DSA 152-IPI prior to such buildings being placed in their final location.
- Provide personal, competent, adequate and continuous construction inspections of all aspects of the construction work.
- Monitor the work of the Laboratory of Record and Special Inspectors to ensure the testing and special inspection program is satisfactorily completed.
- Use the information found in the *DSA 152 Manual* to ensure necessary tests and inspections are completed and that necessary documents are in the job file prior to approving (signing off) each applicable block and section of each form DSA 152. Make requests to appropriate individuals for interim verified reports when such reports are required.
- Sign off applicable blocks and sections of the DSA 152 forms when:
  - The completed work is in compliance with the DSA-approved construction documents.
  - All necessary structural/material and fire/life safety testing and inspections are complete.
  - Any deviations from the DSA-approved construction documents are resolved.
  - Any DSA Field Trip Notes issues are resolved.
  - All necessary documents are received by the project inspector.

If any block or section is not applicable to the construction the inspector shall enter "NA" for the date and provide initials.

Until the project inspector has signed off applicable blocks and sections of the form DSA 152, the contractor may be prohibited from proceeding with subsequent construction activities that cover up the unapproved work. Any subsequent construction activities that cover up the unapproved work will be subject to a "Stop Work Order" from DSA or the school district (see IR A-13 for additional information), and are subject to removal and remediation if found to be in noncompliance with the DSA-approved construction documents (see *Section 1.17* for information about incremental work).

- Immediately notify the DSA Regional Office with construction oversight authority for the project, by phone and electronically, if applicable blocks/sections of form DSA 152 have not been signed off and the contractor proceeds with subsequent construction activities that cover up the unapproved work. For electronic notifications, use form DSA 151 (see *Section 1.17* for information about incremental work).

**EXCEPTION:** Projects with concrete cast-in-place deep foundations may have construction occurring in multiple blocks and sections prior to sign-off due to the nature of soil inspections for such. For example, verification of concrete or grout volumes to ensure no significant soil caving has occurred is part of the geotechnical engineer's soil inspections for these types of foundations. In such cases, the project inspector does NOT need to notify the DSA Regional Office



## CONSTRUCTION OVERSIGHT PROCESS

with construction oversight authority for the project that the contractor is proceeding with activities that cover up unapproved work, provided the following:

- The geotechnical engineer is on-site during boring/drilling and concrete placement.
- The geotechnical engineer has not identified any other soil issues specifically associated with the deep foundation hole or surrounding area which could impact the structural stability of the hole or foundation.
- If the project inspector is, for any reason, terminated prior to the completion of the project, refer to *Section 1.6*.

### 1.9 Duties of the Laboratory of Record related to the use of form DSA 152 and DSA 152-IPI are as follows:

- Meet with the project inspector, in-plant inspector (when applicable), design professionals, and the contractor as needed to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Obtain a copy of the DSA-approved construction documents from the design professional in general responsible charge prior to the commencement of construction.
- Obtain a copy of the DSA-approved List of Required Structural Tests and Special Inspections (form DSA-103) from the design professional in general responsible charge prior to the commencement of construction.
- Report all project-related activities to the project inspector. The project inspector is responsible for monitoring the work of the Laboratory of Record and special inspectors to ensure the testing and special inspection program is satisfactorily completed. Coordinate with the project inspector to develop a schedule, based on the construction schedule, to complete the testing and special inspection program.
- Provide material testing as identified in the DSA-approved construction documents.
- Submit test reports to the project inspector within one work day of the day the tests were performed for any tests performed on-site.
- Submit material test reports in a timely manner such that construction is not delayed and not to exceed seven calendar days from the date the material tests were performed. Test reports are to be submitted to the project inspector, architect, structural engineer, and the school district and, when requested, to DSA. As a convenience, and if agreed upon by involved parties, the test reports may be submitted electronically as identified in *Section 4* of this procedure.
- Immediately submit reports of material tests not conforming to the requirements of the DSA-approved construction documents. These reports shall be submitted to DSA, the architect, structural engineer, project inspector and the school district.
- The engineering manager shall submit an interim Laboratory of Record Verified Report (form DSA 291) and the geotechnical engineer shall submit an interim Geotechnical Verified Report (form DSA 293) as prescribed in *Section 4*.

The reports are required to be submitted when any of the following events occur:

- Within 14 days of the completion of the material testing/special inspection program.

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- Work on the project is suspended for a period of more than one month.
- The services of the Laboratory of Record are terminated for any reason prior to completion of the project.
- DSA requests a verified report. (See interim verified reports below. This is a “DSA request.”)
- The engineering manager shall submit an interim verified report (form DSA 291) and the geotechnical engineer shall submit form DSA 293 as prescribed in *Section 4* for each of the applicable sections of the form DSA 152, prior to the project inspector signing off that section of the project inspection card, if that section required material testing. (Interim verified reports are not required for the DSA 152-IPI unless the Laboratory of Record employs welding special inspectors for in-plant special inspection; see *Section 1.7* for verified report requirements.) The sections are:
  1. Initial Site Work and Foundation Prep.
  2. Vertical and Horizontal Framing.
  3. Appurtenances.
  4. Finish Site Work and Other Work.

**1.10 Duties of Special Inspectors, employed by the Laboratory of Record, related to the use of form DSA 152 and DSA 152-IPI are as follows:**

- Meet with the project inspector, design professionals, and the contractor as needed to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Report all project-related activities to the project inspector. The project inspector is responsible for monitoring the work of the Laboratory of Record and special inspectors to ensure the testing and special inspection program is satisfactorily completed.
- Perform work under the supervision of the engineering manager for the Laboratory of Record.
- Perform inspections in conformance with the DSA-approved construction documents, applicable codes and code reference standards.
- Prepare detailed daily inspection reports outlining the work inspected and provide the project inspector a copy of the reports within one day of the day the inspections were performed.
- Immediately submit reports of materials or work not conforming to the requirements of the DSA-approved construction documents. These reports shall be submitted to DSA, the architect, structural engineer, project inspector and the school district.
- Submit daily special inspection reports in a timely manner such that construction is not delayed and not to exceed seven days from the date the special inspections were performed. The reports are to be submitted to the architect, structural engineer, and the school district. As a convenience, and if agreed upon by involved parties, the special inspection reports may be submitted electronically as identified in *Section 4* of this procedure.
- The engineering manager for the Laboratory of Record shall submit verified report form DSA 291 as prescribed in *Section 4*. Unlike special inspectors independently

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contracting directly with the school district, the verified report form DSA 292 is not required since the form DSA 291 covers special inspections made by laboratory employed special inspectors.

The reports are required to be submitted upon any of the following events occurring:

- Within 14 days of the completion of the special inspection work.
- Work on the project is suspended for a period of more than one month.
- The services of the special inspector are terminated for any reason prior to completion of the project.
- DSA requests a verified report (see interim verified reports below; this is a *DSA request*).
- The engineering manager for the Laboratory of Record shall submit an interim verified report (form DSA 291) as prescribed in Section 4 for each of the applicable sections of the form DSA 152, prior to signing off that section of the Project Inspection Card, if that section required special inspections. (Interim verified reports are not required for the DSA 152-IPI unless another special inspector, employed by the Laboratory of Record or independently and directly with the school board, performs welding special inspection; see *Section 1.7* for verified report requirements). The sections are:
  1. Initial Site Work and Foundation Prep.
  2. Vertical and Horizontal Framing.
  3. Appurtenances.
  4. Finish Site Work and Other Work.

### **1.11 Duties of Special Inspectors, not employed by the Laboratory of Record, related to the use of form DSA 152 and DSA 152-IPI are as follows:**

- Meet with the project inspector, Laboratory of Record, the design professionals, and the contractors as needed to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Obtain a copy of the DSA-approved construction documents from the design professional in general responsible charge prior to the commencement of construction.
- Obtain a copy of the DSA-approved List of Required Structural Tests and Special Inspections (form DSA-103) from the design professional in general responsible charge prior to the commencement of construction.
- Report all project-related activities to the project inspector. The project inspector is responsible for monitoring the work of the Laboratory of Record and special inspectors to ensure the testing and special inspection program is satisfactorily completed.
- Perform work under the direction of the design professional in general responsible charge, as defined in Section 4-335(f)1B of the 2013 and 2016 California Administrative Code (Title 24, Part 1).
- Perform inspections in conformance with the DSA-approved construction documents, applicable codes and code reference standards.

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- Prepare detailed daily inspection reports outlining the work inspected and provide the project inspector a copy of the reports within one day of the day the inspections were performed.
- Immediately submit reports of materials or work not conforming to the requirements of the DSA-approved construction documents. These reports shall be submitted to DSA, the architect, structural engineer, project inspector and the school district.
- Submit daily special inspection reports in a timely manner such that construction is not delayed and not to exceed seven days from the date the special inspections were performed. The reports are to be submitted to the project inspector, architect, structural engineer, and the school district and, when requested, to DSA. As a convenience, and if agreed upon by involved parties, the special inspection reports may be submitted electronically as identified in *Section 4* of this procedure.
- Submit form DSA 292: Special Inspectors Employed Directly by the District Verified Report as prescribed in *Section 4*.

The reports are required to be submitted upon any of the following events occurring:

- Within 14 days of the completion of the special inspection work.
  - Work on the project is suspended for a period of more than one month.
  - The services of the special inspector are terminated for any reason prior to completion of the project.
  - DSA requests a verified report (see interim verified reports below; this is a "DSA request").
- Special inspectors who contract directly with the school district are to submit an interim Special Inspectors Employed Directly by the District Verified Report (form DSA 292) as prescribed in *Section 4* for each of the applicable sections of the form DSA 152, prior to the project inspector signing off that section of the Project Inspection Card, if that section required special inspections. (Interim verified reports are not required for the DSA 152-IP unless the independent special inspector performs welding special inspection; see *Section 1.7* for verified report requirements). The sections are:
    1. Initial Site Work and Foundation Prep.
    2. Vertical and Horizontal Framing.
    3. Appurtenances.
    4. Finish Site Work and Other Work.

### 1.12 Duties of the Architect/Engineer related to the use of forms DSA 152 and DSA 152-IP are as follows:

- Responsible to the school board and to DSA to see that the completed work conforms in every material respect to the DSA-approved construction documents.
- Ensure the project inspector, in-plant inspector (when applicable), and independently contracting special inspector(s) (i.e., not employed by the Laboratory of Record) are approved by DSA for the project by submitting form DSA 5-PI, DSA 5-IP (when applicable) and DSA 5-SI (for independently contracting special inspector(s)) to and obtaining approval from DSA prior to the start of construction, and prior to requesting issuance of form DSA 152 or DSA 152-IP.
- Provide a copy of all the DSA-approved construction documents to the project

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inspector, in-plant inspector (when applicable), Laboratory of Record and special inspector(s) independently contracting directly with the school district prior to the commencement of construction.

- Provide a copy of the DSA-approved List of Required Structural Tests and Special Inspections (form DSA-103) to the project inspector, in-plant inspector (when applicable), Laboratory of Record and special inspector(s) independently contracting directly with the school district prior to the commencement of construction. Upload a copy of the approved List of Required Structural Tests and Special Inspections (form DSA-103) to the applicable A/E folder in DSAbbox in accordance with *Section 4* of this procedure.
- Provide general direction of the work of the project inspector and in-plant inspector (when applicable).
- Issue specific instructions to the testing facility and the special inspectors prior to start of construction.
- Direct and monitor the work of special inspectors who are not provided by the Laboratory of Record, as defined in Section 4-335(f)1B of the 2013 and 2016 California Administrative Code (Title 24, Part 1).
- Notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection reports as not conforming to the DSA-approved construction documents. Facilitate resolution of deviation notices as needed in association with such non-conforming aspects.
- Respond to DSA Field Trip Notes (form DSA 135 or comparable) as necessary, especially those items identified with a time frame for response in order to avoid potential covering up of deviated work and/or a stop work order.
- Provide observation of the construction. All architects and engineers having responsibility for observation of the work as listed on the Application for Approval of Plans and Specifications (form DSA 1 and DSA 1-MR, when applicable), shall maintain such personal contact with the project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the architect or engineer or their qualified representative to observe the construction.
- Administer CCDs as prescribed in IR A-6.
- The architect or engineer, as identified above, is required to submit Architect/Engineer Verified Reports (form DSA 6-AE or, when applicable, sign the DSA 152-IPI for construction of permanent modular or relocatable buildings) as prescribed in *Section 4*.

The reports are required to be submitted when any of the following events occur:

- The project is substantially complete. DSA considers the project to be complete when the construction is sufficiently complete in accordance with the DSA-approved construction documents so that the owner can occupy or utilize the project.
- Work on the project is suspended for a period of more than one month.
- The services of the architect or engineer are terminated for any reason prior to completion of the project.
- DSA requests a verified report (see interim verified reports below; this is a

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*DSA request).*

- The architect or engineer shall submit an interim Architect/Engineer Verified Report (form DSA 6-AE) as prescribed in *Section 4* for each of the applicable sections of the form DSA 152 prior to the project inspector signing off that section of the project inspection card. (Interim verified reports are not required for the DSA 152-IPI; see *Section 1.7* for verified report requirements). The sections are:
  1. Initial Site Work and Foundation Prep.
  2. Vertical and Horizontal Framing.
  3. Appurtenances.
  4. Finish Site Work and Other Work.

**1.13 Duties of the design professionals delegated responsibility related to the use of forms DSA 152 and DSA 152-IPI are as follows:**

- Responsible to the school board and to DSA to see that the completed work for which they are delegated responsibility conforms in every material respect to the DSA-approved construction documents.
- For the architect or engineer delegated responsibility for observation of fabrication of modular or relocatable buildings in Section 1.0 or, when sub-delegated, Section 1.1 of the DSA 1-MR, ensure the in-plant inspector and independently contracting special inspector(s) (i.e., not employed by the Laboratory of Record) are approved by DSA for the project by submitting form DSA 5-IPI and DSA 5-SI (for independently contracting special inspector[s]) to and obtaining approval from DSA prior to the start of construction, and prior to requesting issuance of form DSA 152-IPI.
- Provide observation of the construction. All architects and engineers having delegated responsibility are also responsible for observations of the applicable portions of the work as delegated on the Application for Approval of Plans and Specifications (form DSA 1 and, when applicable, DSA 1-MR) (if there are any changes to such delegated individuals after project approval, use form DSA 108 to indicate such changes). As such, they shall maintain such personal contact with the project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the architect or engineer or their qualified representative to observe the construction. The geotechnical engineer is included in this required duty for scope related to geotechnical engineering.
- For the architect or engineer delegated responsibility for observation of in-plant construction of permanent modular or relocatable buildings, the term “personal contact” shall mean periodic visits to manufacturing plants of reasonable frequency to provide general observation and verify quality assurance of construction practices, and project-specific knowledge obtained from the reporting of inspectors and special inspectors on the progress of the work, testing of materials, inspection, and superintendence of the work in accordance with the DSA-approved construction documents. Reports may include photos and digital images. The exercise of reasonable diligence to obtain the facts is required.
- Submit an Architect/Engineer Verified Report (form DSA 6-AE or, when applicable, sign the DSA 152-IPI for construction observation of permanent modular or relocatable buildings; see *Section 1.7* for additional information) as prescribed in *Section 4*.

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The reports are required to be submitted upon any of the following events occurring:

- The project is substantially complete. DSA considers the project to be complete when the construction is sufficiently complete in accordance with the DSA-approved construction documents so that the owner can occupy or utilize the project.
- Work on the project is suspended for a period of more than one month.
- The services of the architect or engineer are terminated for any reason prior to completion of the project.
- DSA requests a verified report (see interim verified reports below; this is a “DSA request”).
- The Design Professional in General Responsible Charge shall submit an Interim Architect/Engineer Verified Report (form DSA 6-AE), signed by all architects and engineers having delegated responsibility for construction observation as prescribed in *Section 4*. Such a report is required for each of the sections of the form DSA 152 applicable to the areas of delegated responsibility, prior to the project inspector signing that section off on the project inspection card. (Interim verified reports are not required for the DSA 152-IPI; see *Section 1.7* for verified report requirements). The sections are:
  1. Initial Site Work and Foundation Prep.
  2. Vertical and Horizontal Framing.
  3. Appurtenances.
  4. Finish Site Work and Other Work.

### **1.14 Duties of contractor related to the use of forms DSA 152 and DSA 152-IPI are as follows:**

- The contractor shall carefully study the DSA-approved documents and shall plan a schedule of operations well ahead of time.
- If at any time it is discovered that work is being done which is not in accordance with the DSA-approved construction documents, the contractor shall correct the work immediately.
- Verify that DSA 152 and, when applicable, DSA 152-IPI forms were issued for the project prior to the commencement of construction.
- Meet with the design team, the Laboratory of Record and the project inspector to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Notify the project inspector and, when applicable, in-plant inspector, in writing, of the commencement of construction of each and every aspect of the work at least 48 hours in advance by submitting Commencement/Completion of Work Notification (form DSA 156), or other agreed-upon written documents, to the project inspector.
- Notify the project inspector and, when applicable, the in-plant inspector, of the completion of construction of each and every aspect of the work by submitting form DSA 156 (or other agreed-upon written documents) to the project inspector.
- Consider the relationship of the signed-off blocks and sections of the form DSA 152 and the commencement of subsequent work. Until the project inspector has signed

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off applicable blocks and sections of the form DSA 152, the contractor may be prohibited from proceeding with subsequent construction activities that cover up the unapproved work. Any subsequent construction activities that cover up the unapproved work will be subject to a "Stop Work Order" from DSA or the school district (see IR A-13 for additional information), and are subject to removal and remediation if found to be in noncompliance with the DSA-approved construction documents.

- Submit the final verified report. All prime contractors are required to submit final Contractor Verified Reports (form DSA 6-C) as prescribed in *Section 4*.

The reports are required to be submitted upon any of the following events occurring:

- The project is substantially complete. DSA considers the project to be complete when the construction is sufficiently complete in accordance with the DSA-approved construction documents so that the owner can occupy or utilize the project.
- Work on the project is suspended for a period of more than one month.
- The services of the contractor are terminated for any reason prior to the completion of the project.
- DSA requests a verified report.

### **1.15 Duties of the school district related to the use of forms DSA 152 and DSA 152-IPI are as follows:**

- Provide for competent, adequate and continuous construction inspections and material testing for the project by employing an appropriate DSA certified and approved project inspector, in-plant inspector (when applicable), and Laboratory of Record.
- Contractually provide for and ensure that the design team is fulfilling their code required duty to observe the construction by making periodic visits of reasonable frequency. All architects and engineers having responsibility for observation of the work as listed on the Application for Approval of Plans and Specifications (form DSA 1 and, when applicable, DSA 1-MR), shall maintain such personal contact with the project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the architects and engineers or their qualified representatives to observe the construction. For permanent modular or relocatable buildings, the architect or engineer delegated responsibility for observation of in-plant construction, personal contact shall mean visits to manufacturing plants of sufficient frequency to provide quality assurance of construction and in-plant structural/material and fire/life safety testing and inspection in accordance with the DSA-approved construction documents.
- Ensure that the project inspector and independently contracting special inspector(s) (i.e., not employed by the Laboratory of Record) are approved by DSA for the project by submitting form DSA 5-PI (DSA 5-AI for assistant inspectors; DSA 5-IPI for in-plant inspectors) and DSA 5-SI to and obtaining approval from DSA prior to the start of construction and prior to requesting issuance of project inspection cards (DSA 152 and, when applicable, DSA 152-IPI forms).
- Ensure the Laboratory of Record is DSA-accepted and employed by the school district prior to the start of construction and prior to requesting issuance of project inspection cards (DSA 152 and, when applicable, DSA 152-IPI forms).



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- Ensure that the Project Inspection Cards (DSA 152 and, when applicable, DSA 152-IPI forms) are issued prior to commencement of construction.
- Submit Statement of Final Actual Project Cost (form DSA 168) to DSA when the project is substantially complete.

**1.16 Duties of DSA related to the use of forms DSA 152 and DSA 152-IPI are as follows:**

- Evaluate the submitted form DSA 5-PI, DSA 5-IPI (when applicable), DSA 5-AI, and/or DSA 5-SI (when applicable) to determine if the proposed project inspector and, when applicable, the in-plant inspector are qualified for the project.
- Upon determining the proposed project inspector and, when applicable, in-plant inspector and/or special inspector is qualified for the project, approve and return the form DSA 5-PI, DSA 5-IPI (when applicable), DSA 5-AI, and/or DSA 5-SI (when applicable) within five working days of receipt.
- Upon receipt of a completed form DSA 102-IC and approval of the DSA 5-PI and DSA 5-IPI (when applicable), determine the necessary quantities of Project Inspection Cards (DSA 152 and DSA 152-IPI forms), assign the Project Inspection Card numbers and issue the cards within five working days.
- Upload forms DSA 5-PI, DSA 5-IPI (when applicable), DSA 5-AI, and/or DSA 5-SI (when applicable), DSA 102-IC, DSA 152 and DSA 152-IPI to DSAbbox.
- Hold all involved parties accountable for compliance with their required duties.
- Supervise and review the performance of the project inspector (includes review of the project inspector's job file and use of form DSA 119 and, at project completion, use of form DSA 180).
- Make site visits as necessary. Record pertinent items to document the site visit and communicate to the project inspector, in-plant inspector, design professionals, special inspectors, Laboratory of Record, and school district using form DSA 135.
- Issue Orders to Comply or Stop Work Orders, in compliance with DSA IR A-13, if required, and as appropriate to achieve compliance with the DSA-approved construction documents and applicable codes (this includes DSA procedure PR 13-01 since the procedure implements the relevant sections of the CCR, Title 24, Part 1).

**1.17 Use of form DSA 152 for parts of the construction that require multiple**

**increments:** Some construction requires incremental work to make a complete system. An example is a large foundation system that may be placed incrementally over a period of time. In this example, framing may be starting in one area (where the foundation is in place) while foundation work is still occurring in another area of the same building. The expectation of DSA for these occurrences is:

- The Project Inspection Card applicable blocks and sections are signed off by the project inspector at the completion of the system, not during the construction of the increments.
- Until the system is complete, the project inspector, architect/engineers and contractors mutually agree on a system to keep track of compliant construction. One such system (using the above example) may be that a copy of the foundation plan is marked up showing areas of compliance. The applicable blocks and sections of the inspection card are then signed off once all areas of the foundation are complete, are determined to be in compliance with the DSA-approved construction documents, the

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required structural/material and fire/life safety testing and inspections are complete, and the required documentation has been received by the project inspector.

- 1.18 Executive Summary of Form DSA 152:** See Appendix A for a summary of typical construction components and systems that are associated with each section/block of the inspection card. While the listing is not comprehensive, it provides a good foundation for understanding and consistency.

**2. REQUIREMENTS FOR THE USE OF FORMS DSA 151, DSA 154, DSA 155, AND**

**DSA 6-PI: Note:** For in-plant construction, the in-plant inspector shall follow the requirements described below for project inspectors.

**2.1 Requirements for use of form DSA 151: Project Inspector Notifications:**

- The project inspector must make certain notifications to DSA. These include start of work, minimum 48 hours' notice prior to completion of foundation trenches, minimum 48 hours' notice prior to first concrete placement or significant concrete placement, and when work is suspended for more than one month.
- If there is an incorrect number or missing DSA 152 or DSA 152-IPI cards, the project inspector shall notify DSA using the form DSA 151.
- The report shall be made on form DSA 151 and submitted to DSA. Lack of compliance may be cause for DSA to record this noncompliance on the form DSA 119.
- A copy of each notification shall be kept in the project inspector's job file.

**2.2 Requirements for use of form DSA 154: Notice of Deviations/Resolution of Deviations:**

- When the project inspector identifies deviations from the DSA-approved construction documents the inspector must verbally notify the contractor. If the deviations are not corrected within a reasonable time frame or the contractor has covered up non-inspected or noncompliant work, the inspector is required to promptly issue a written notice of deviation to the contractor, with a copy sent to the design professional in general responsible charge and DSA.
- When the noticed deviations are corrected, the inspector is required to promptly issue a written notice of resolution to the contractor, with a copy sent to the design professional in general responsible charge and DSA.
- Deviations include both construction deviations and material deficiencies.
- The written notice of deviations shall be made using form DSA 154 and submitted to DSA (do not sign Section 3 of the form for deviation notifications). Lack of compliance may cause DSA to record this noncompliance on the form DSA 119.
- The notice of resolution of deviations shall be made using the original form DSA 154 that reported the deviations and be submitted to DSA (complete and sign Section 3 of the form for resolution of deviations). Lack of compliance may be cause for DSA to record this noncompliance on the form DSA 119.
- A copy of each notice shall be kept in the project inspector's job file.

**2.3 Requirements for use of form DSA 155: Project Inspector Semi-Monthly Report:**

- The project inspector must make semi-monthly reports (on the 1st and 16th of every month) on the progress of construction. The Project Inspector Semi-Monthly Report must be submitted to the design professional in general responsible charge, project

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**CONSTRUCTION OVERSIGHT PROCESS**

structural engineer, DSA, and the school district.

- The report must be made on form DSA 155 and submitted to DSA. Lack of compliance may cause DSA to record this noncompliance on the form DSA 119.
- A copy of each report shall be kept in the project inspector's job file.

#### **2.4 Requirements for use of Project Inspector Verified Report (form DSA 6-PI; form DSA 152-IPI for in-plant inspectors):**

- The project inspector shall submit Project Inspector Verified Report (form DSA 6-PI; form DSA 152-IPI) directly to DSA, the design professional in general responsible charge and the school district upon any of the following events occurring:
  - Work on the project is suspended for a period of more than one month.
  - The services of the inspector are terminated for any reason prior to completion of the project and such termination is not a result of work stoppage.
  - At the time of occupancy of any building, or portion of a building, involved in the project prior to completion of the entire DSA-approved scope of work. This reporting requirement applies to buildings that are newly constructed or rehabilitated as part of the project. A sketch drawing or written description shall be submitted to DSA, along with the DSA 6-PI, in order to identify the building(s) or portion thereof where occupancy has occurred.
  - The project is substantially complete. DSA considers the project to be complete when the construction is sufficiently complete, in accordance with the DSA-approved construction documents, so that the owner can occupy or utilize the project as determined by the project owner and design professional in general responsible charge.
  - DSA requests a verified report. The Project Inspection Card, form DSA 152; DSA 152-IPI, is considered a project inspector's verified report *as requested by DSA* and as such the applicable blocks and sections shall be kept updated as construction progresses.

**Note:** Each project may require filing of multiple reports. For example, the code requires filing a verified report for buildings that become occupied prior to completion of the entire scope. The same project will also require a final verified report upon completion of the entire project scope.

- The verified reports shall be made using forms DSA 6-PI and DSA 152 / DSA 152-IPI as appropriate, and submitted to DSA. Lack of compliance may cause DSA to record this noncompliance on the form DSA 119.
- A copy of each verified report shall be kept in the project inspector's job file.

#### **3. REQUIREMENTS FOR PROJECT INSPECTOR JOB FILE:** Refer to *IR A-8: Project Inspector and Assistant Inspector Duties and Performance* for a thorough discussion about requirements for the project inspector's job file.

**Note:** The in-plant inspector shall also follow the requirements described in IR A-8 for the project inspector's job file and substitute DSA 152-IPI for DSA 152.)

#### **4. ELECTRONIC SUBMITTAL OF DOCUMENTS TO DSA:** Wherever in this procedure it indicates to submit a document to DSA, the document shall be submitted using the method indicated below.

## CONSTRUCTION OVERSIGHT PROCESS

- 4.1 Submittal of all forms DSA 5 and DSA 102-IC:** These two forms shall be sent by email to the DSA Regional Office with the construction oversight authority for the project.

Email addresses for submittals are:

- DSA Oakland: [oakfielddocs@dgs.ca.gov](mailto:oakfielddocs@dgs.ca.gov)
- DSA Sacramento: [sacfielddocs@dgs.ca.gov](mailto:sacfielddocs@dgs.ca.gov)
- DSA Los Angeles: [lafielddocs@dgs.ca.gov](mailto:lafielddocs@dgs.ca.gov)
- DSA San Diego: [sdfielddocs@dgs.ca.gov](mailto:sdfielddocs@dgs.ca.gov)

- 4.2 Submittal of all other forms and documents:** Submittals shall be uploaded to DSAbbox. For DSAbbox instructions see [DSAbbox External Library](#). All documents submitted to DSAbbox shall be in PDF format. The naming convention specified in *Section 1.4* of the DSAbbox External Users Training Module shall be used when uploading documents to DSAbbox. Any document(s) incorrectly uploaded or named will be deleted and a notification with a deadline for the corrected submittal will be sent to the appropriate responsible individual(s). If the corrected document(s) is not uploaded by the notification specified deadline, it may result in an uncertified project and identification of the responsible individual(s) and missing document(s) noted on the DSA 301-P posted for public viewing in [DSA Certification Box](#).

**Note:** Once a DSA 301-P is issued, there will no longer be access to upload documents to DSAbbox; instead, documents must be uploaded to DSA Certification Box (see DSA Procedure *PR 13-02: Project Certification Process* for additional information).

- 4.2.1 Documents required to be uploaded to DSAbbox by the Project Inspector include:** **Note:** The in-plant inspector for permanent modular or relocatable buildings will submit the same documents described below but replace DSA 152 with DSA 152-IPI.

- DSA 6-PI
- DSA 130
- DSA 151
- DSA 152
- DSA 152-IPI
- DSA 154
- DSA 155
- DSA 156

- 4.2.2 Documents required to be uploaded to DSAbbox by the Laboratory include:**

- DSA 291
- DSA 293
- DSA 109
- Test and inspection reports (Nonconforming and, when requested by DSA, conforming per Section 1.9 of this Procedure).

- 4.2.3 Documents required to be uploaded to DSAbbox by the Architect/Engineer in General Responsible Charge include:**

## CONSTRUCTION OVERSIGHT PROCESS

- DSA 6-AE
- DSA-103
- *DSA 140: Application for Approval of Construction Change Document – CCD Category A/B.*

### 4.2.4 Documents required to be uploaded to DSABox by Contractors include:

- DSA 6-C

### 4.2.5 Documents required to be uploaded to DSABox by the School District/Owner include:

- DSA 108
- DSA 168

### 4.2.5.1 Documents required to be uploaded to DSABox by Special Inspectors not in the employ of the Laboratory of Record include:

- DSA 292.
- Special Inspector test and inspection reports (Nonconforming).

### 4.2.5.2 Documents required to be uploaded to DSABox by Geotechnical Engineers not in the employ of the Laboratory of Record include:

- DSA 293
- Special Inspector test and inspection reports (Nonconforming).

## 5. APPLICABILITY OF PROCEDURE PR 13-01:

### 5.1 Projects with Construction Started on or after June 1, 2013: This procedure is applicable and must be implemented at the start of construction.

### 5.2 Projects with Construction Started before June 1, 2013, but not complete:

In order to allow for transition, the following portions of this procedure shall be implemented as noted below. Required reporting and submittal of documents shall continue to be done in the manner currently employed on the project:

#### 5.2.1 Form DSA 151: Project Inspector Notifications:

The project inspector shall comply with the requirements of this procedure for all notifications to DSA for affected work starting after July 1, 2013.

#### 5.2.2 Form DSA 154: Notice of Deviations/Resolution of Deviations:

The project inspector shall comply with the requirements of this procedure for all deviations occurring after July 1, 2013, and for all unresolved project deviations.

#### 5.2.3 Form DSA 155: Project Inspector Semi-Monthly Report:

The project inspector shall comply with the requirements of this procedure for all semi-monthly reports issued after July 1, 2013.

#### 5.2.4 Form DSA 6-PI: Project Inspector Verified Report:

The project inspector shall comply with the requirements of this procedure effective June 1, 2013.

#### 5.2.5 Project Inspector Job File:

The project inspector's job file shall comply with the requirements of IR A-8.

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## **CONSTRUCTION OVERSIGHT PROCESS**

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A DSA Procedure documents a process or series of steps that DSA staff and/or external stakeholders must complete in order to fulfill one or more administrative requirements of DSA's review and approval of plans and specifications and construction oversight programs.

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**CONSTRUCTION OVERSIGHT PROCESS**
**APPENDIX**

**Executive Summary of DSA 152 Project Inspection Card:** The following provides a summary of typical construction components and systems that are associated with each section/block in the inspection card. While the listing is not comprehensive, it provides a good foundation for understanding and consistency. Refer to the *DSA 152 Manual* for additional detailed inspection and documentation requirements.

**SECTION 1 – INITIAL SITE WORK AND FOUNDATION PREP:****Block 1 – Mass Grading**

- Rough Grading of Overall Site
- Cuts/Fills
- Soil Remediation
- Soil Stabilization
- Soil Nails, Tie Backs, Rock/Soil Anchors
- Horizontal/Vertical Controls

**Block 2 – Building Pad**

- Soil Preparation Specific to Support of Structures
- Building Pad
- Soil Remediation
- Soil Densification
- Stone Columns

**Block 3 – Drainage Devices**

- Storm Water Collection/Distribution systems
- On-Site Retention Systems
- Foundation Drain systems
- Retaining Wall Drain Systems

**Block 4 – Utilities (Rough-in)**

- FLS Utilities/Systems
- MEP Utilities/Systems
- MEP Vaults
- Thrust Blocks

**Block 5 – Excavations**

- Foundation Systems
- Driven Piles

**Block 6 – Forms**

- Formwork
- FLS Systems
- MEP Systems
- Waterproofing/Vapor Barriers

**Block 7 – Steel Reinforcing**

- Reinforcing (bars, tendons, etc.)
- Embeds

**SECTION 2 - VERTICAL AND HORIZONTAL FRAMING:****Block 8 – Foundation Concrete**

- Verify Foundation Is Compliant (concrete 28 day strength, etc.)

**Blocks 9 - 12 – Concrete, Masonry,****Wood, Steel**

- Walls
- Columns
- Frames

**Blocks 13-15 – Concrete, Wood, Steel**

- Floors
- Roofs

## CONSTRUCTION OVERSIGHT PROCESS

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### SECTION 3 – APPURTENANCES:

#### Block 16 – Ceilings

- Ceilings
- Soffits
- Suspended Baffles

#### Block 18 – Rated Assemblies

- Walls
- Shafts
- Floors
- Roofs
- Ceilings
- Doors
- Fire Doors
- Windows
- Penetrations
- Dampers
- Fire-Proofing

#### Block 20 – Automatic Fire Suppression Systems

- Sprinklers
- Chemical
- Deluge
- Water Curtains
- Extinguishers
- Support/Bracing/Anchorage of AFSS

#### Block 22 – MEP (FLS)

- MEP Fire Suppression Systems (smoke and fire dampers)
- Kitchen Hoods
- Laboratory Hoods
- Dust Collection Systems
- Smoke Control Systems

#### Block 17 – Exterior Cladding

- Storefront/Window Walls
- Veneer
- Precast Concrete Panels
- Wall Finishes (stucco/plaster/wood/aluminum/etc.)
- Manufactured Systems (EFIS, GRFC, etc.)

#### Block 19 – Fire Alarms:

- Fire/Smoke Alarm System (includes support, anchorage, bracing, etc.)

#### Block 21 – MEP (Structural)

Support/Bracing/Anchorage for:

- MEP
- Equipment
- HVAC System
- Ducts
- Electrical
- Pendant Lights
- Transformers
- Switch Gears
- IDF/MDF/etc.
- Pipes
- Tanks



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## CONSTRUCTION OVERSIGHT PROCESS

### SECTION 4 – FINISH SITE WORK AND OTHER WORK:

#### Block 23 – Fine Grading

- Finish Grades
- Grading for Accessible POT System
- Grading for Run-off (drainage)

#### Block 24 – Flatwork

Accessible Path of Travel Systems such as:

- Stairs
- Ramps
- Walks
- Gates

#### Block 25 – Parking

- Drop-off
- Accessible parking
- Striping
- Signage
- Truncated Domes

#### Block 26 – Fire Lane

- Fire Lane

#### Block 27 – Other Work Structural

Support/Bracing/Anchorage for:

- Theater Systems (stage rigging, catwalks, speaker, lighting, curtains, etc.)
- Non-bearing partitions
- Operable partitions
- Casework
- Stairs
- Elevators
- Weather Protection

#### Block 28 – Other Work Fire Life Safety

- Egress Components
- Doors
- Gates
- Emergency Lighting
- Building Signage
- Site Signage
- Elevators
- Hazardous Materials

#### Block 29 – Other Work Accessibility

- Building Signage
- Site Signage
- Drinking Fountains
- Accessible POT Systems
- Stairs
- Ramps
- Walks
- Doors
- Gates
- Elevator
- Specialty Areas (restrooms, kitchens, casework, etc.)

**EXHIBIT G**  
**DSA FORM IR-A6**

## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

<b>Disciplines:</b> All	<b>History:</b>	Revised 11/27/18	Revised 11/21/12	Revised 11/15/06
		Revised 12/16/16	Revised in its entirety 11/01/12	Issued 09/01/99
		Revised 07/08/14	Revised 11/16/09	
		Revised 02/14/14	Revised 09/18/07	

Division of the State Architect (DSA) documents referenced within this publication are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

**PURPOSE:** This Interpretation of Regulation (IR) provides clarification of specific Code requirements relating to construction changes that must be submitted to DSA and defines the construction change document process.

**DEFINITIONS:** The following definitions apply to terms used in this document:

**Approved Construction Documents** – The Structural, Access or Fire & Life Safety related portions of the plans, specifications, addenda, deferred approvals, revisions, and construction change documents duly approved by DSA.

**Change** – Revisions, deletions, additions, and substitutions to approved construction documents.

**Change Order** – A document defining construction changes that result in changes to the contract.

**Clarification** – A statement from the architect or engineer in general responsible charge of the project that clarifies (but does not change) the requirements of the approved construction documents.

**Contract** – A written agreement for construction, alteration, repair or other construction activities associated with facilities regulated by DSA.

**Construction Change** – Changes to the approved construction documents after a contract for the work has been awarded.

**Construction Change Document (CCD)** – The documentation of construction changes.

**Design Professional in General Responsible Charge** – The architect or engineer in general responsible charge of the project as listed on Line 23 of form *DSA 1: Application for Approval of Plans and Specifications*.

**Drawing** – An illustration on paper or electronic medium.

**Field Change Document (FCD)** – A document defining construction changes but, unlike change orders, does not require approval of the school board nor an accounting of construction cost changes.

**Interpretation** – A statement from the architect or engineer in general responsible charge of the project that interprets (but does not change) the requirements of the approved construction documents.

**Responsible Design Professional** – The architect or engineer in general responsible charge of the project, as listed on Line 23 of form DSA 1, or architects or engineers with delegated responsibility for portions of the project as listed on Line 24a-24d or 25 of form DSA 1.

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**CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS**

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**1. SUBMITTAL REQUIREMENTS FOR CONSTRUCTION CHANGES:** After a contract for the work has been let, changes to the approved construction documents shall be made by means of a CCD.

It is the responsibility of the design professional in general responsible charge to determine if changes affect the Structural, Access or Fire & Life Safety portions of the project. (See Section 4 below about the statement on the verified report.)

The design professional in general responsible charge shall prepare the CCD and is responsible for code and process compliance.

The following define requirements for submittal of a CCD to DSA.

**1.1 Changes to or affecting the Structural, Access Compliance or Fire & Life Safety portions of the project:**

- These changes shall be classified as **CCD Category A**.
- A CCD Category A is required to be submitted to and approved by DSA prior to commencement of the affected work.
- A CCD Category A must be submitted to DSA using form *DSA 140: Application for Approval of Construction Change Document - CCD Category A/B* depicted in Appendix A of this IR and available on the DSA forms page. Submittal process requirements are defined in Section 2 of this IR and must be followed.

**1.2 Changes NOT affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project:**

- These changes shall be classified as **CCD Category B**.
- CCD Category B are not required to be submitted to DSA unless specifically required, in writing, by DSA. However, a design professional, at their discretion, may choose to submit a CCD Category B. (Refer to Section 3 for fees charged.)
- If DSA requires any CCD Category B to be submitted, then they shall be submitted to DSA, similar to CCD A, using form DSA 140.
- If DSA requires a CCD Category B to be submitted, then DSA will review for concurrence that it does not contain changes to or affect the Structural, Access or Fire & Life Safety portions of the project. If necessary, and at its sole discretion, DSA will reassign the CCD to Category A.
- If DSA concurs the document is a category B document, an approval stamp will be applied to the document.

**1.3 Change Orders:** Change Orders are not required to be submitted to DSA. The CCD process replaces the need to submit Change Orders (except as noted in Section 7).

Changes to the construction cost are reported to DSA using *form DSA 168: Statement of Final Actual Project Cost* at the conclusion of the project.

**2. SUBMITTAL PROCESS:** Submittal of CCDs must conform to the following requirements:

- 2.1** Must be submitted by the design professional in general responsible charge.
- 2.2** Must be submitted to DSA using form DSA 140.
- 2.3** Each CCD submittal must use a separate DSA CCD form.
- 2.4** The DSA CCD form must be filled out completely, including identification of the CCD

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**CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS**

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Category A or B, leaving no fields blank. For Category B CCDs, indicate whether the submission is voluntary or DSA required. When DSA provides written direction compelling submission of a CCD Category B, attach a copy of the DSA written notification compelling submission.

**2.5** Each CCD must be uniquely numbered. The numbering may be numeric or alpha-numeric.

- If the submitted CCD is returned by DSA not approved, the CCD number used in the original submittal must remain the same for any subsequent re-submittals.
- If a submitted CCD Category B is returned by DSA not approved, the CCD number used in the original submittal must remain the same when re-submitting as a CCD Category A.

**2.6** Proposed changes must be described clearly and completely.

**2.8** All drawings, and, when applicable, the first page or index of specifications and calculations associated with the proposed change must be stamped, signed, and indicate date of signing by the responsible design professional as an attachment to form DSA 140.

**2.9** Reference to the specific portions of the drawings or specifications that are being changed must be included.

**2.10** Changes to any testing or inspection requirements associated with the proposed change must be clearly described with a revised form DSA 103: List of Structural Tests and Special Inspections.

**2.11** Each page in the CCD, including the pages in each attachment, shall be clearly and uniquely numbered. All drawings attached to describe the changes shall be clearly numbered, labeled, and referenced.

**2.12** When drawings containing DSA approval stamps are revised and reissued as part of the CCD, all of the following requirements must be met:

- Images of all DSA approval stamps must be removed from the drawing (or crossed out) prior to making any changes to the drawings.
- Each change shall be clouded and identified on the drawing.
- All drawings must be re-stamped and re-signed by the responsible design professional. The date of signing shall be provided.

**2.13 CCD Submittal to DSA**

**2.13.A Projects submitted to DSA prior to October 1, 2018:** DSA Box or Bluebeam studio may be utilized for CCD submittals as directed by the DSA Regional Office. If [DSABox](#) is utilized for CCD submittals, each CCD shall be submitted as a single document and include form DSA 140 as the first page. In some cases, large size drawings associated with CCDs may need to be submitted as a hard copy to the appropriate DSA regional office. The design professional should contact the DSA regional office to determine file size limitations and submittal guidelines, and review DSABox instructions in the [DSABox External Library, Module 2.13](#). If Bluebeam studio is utilized for CCD submittals, see *DSA PR18-04: Electronic Plan Review for Design Professionals of Record* for submittal procedures.

**2.13.B Projects submitted to DSA on or after October 1, 2018:** Bluebeam Studio will be utilized for CCD submittals. See DSA PR18-04 for submittal procedures

**CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS****3. REVIEW AND APPROVAL/CONCURRENCE BY DSA:**

- DSA will charge fees in accordance with IR A-30 for all Category A CCDs submitted to DSA for approval. Category B CCDs voluntarily submitted by the design professional to DSA will be charged fees for review and concurrence. Category B CCDs required by a DSA representative to be submitted will not cause charged fees if DSA concurs the CCD is Category B.

**3.1 CCD Category A:**

- DSA reviews CCD Category A for minimum compliance with the codes regulating the Structural, Access and Fire & Life Safety portions of the project.
- If not approved by DSA, then the CCD is returned to the design professional in general responsible charge for corrections. DSA will return the document for corrections with a form DSA 140 attached indicating the status of the review and update eTracker accordingly. After corrections are made then the CCD is re-submitted (must include the DSA comments and a copy of the form DSA 140 from the previous unapproved submittal) following the submittal process outlined in Section 2 of this IR
- If approved by DSA, then DSA places the approved CCD in DSAbbox as described in DSAbbox External Library, Module 2.13 (see Section 4 for requirements for distribution by the design professional in general responsible charge).

**3.2 CCD Category B:**

- DSA reviews CCD Category B to provide concurrence that the changes do not affect the Structural, Access or Fire & Life Safety portions of the project.
- DSA approval of CCD Category B is not approval for code compliance, but is concurrence that the documents do not change the Structural, Access and/or Fire & Life Safety portions of the project.
- If not approved by DSA, then the CCD is returned to the design professional in general responsible charge for corrections. After corrections are made, then the CCD is re-submitted using CCD Category A form DSA 140 (must include the DSA comments and a copy of the form DSA 140 from the previous unapproved submittal) following the submittal process outlined in Section 2 of this IR. The remaining review process will follow that for CCD Category A described in Section 3.1 of this IR.
- If approved by DSA, then DSA places the approved CCD in DSAbbox as described in DSAbbox External Library, Module 2.13 (see Section 4 for requirements for distribution by the design professional in general responsible charge).

**4. DUTIES OF DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE**

**4.1 Distribution of CCD Category A Documents:** The design professional in general responsible charge shall provide the contractor and project inspector with DSA approved CCD Category A prior to commencement of work shown thereon.

**4.2 CCD Category A Statement in Final Verified Report:** The final verified report (form DSA 6-AE) from the design professional in general responsible charge must include a statement that all changes to or affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project have been approved by DSA. The intent for all projects is that this final verified report be dated after the approval of those CCDs.

**CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS**

**5. DUTIES OF THE PROJECT INSPECTOR WITH RESPECT TO CCDs:** The project inspector shall follow the CCD Category A record-keeping and monitoring requirements, issuing deviation notices when appropriate, as specified in IR A-8: Project Inspector and Assistant Inspector Duties and Performance.

**6. MONITORING OF CHANGES BY DSA:** If DSA determines that changes to the plans or specifications appear to require DSA approval (changes affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project), DSA shall notify the design professional in responsible charge and require the changes to be submitted for review and approval by DSA or require evidence the changes are CCD Category B.

**7. TRANSITION:** The following provides direction for submittal of construction change documents (Change Orders, (Field Change Document) FCDs or CCDs) for projects in various stages of completion of construction. All projects for which construction commences on or after January 2, 2013 are required to use the CCD process described in this IR.

**7.1 Projects for which, prior to November 1, 2012, construction is essentially complete, having been issued a DSA 90-day letter or “closed uncertified” by DSA:** Projects in this category may have an issue of “unresolved change orders” or “unresolved FCDs.” The status of these could be:

- Change orders or FCDs have been submitted to DSA and are pending review or unapproved.
- Change orders or FCDs have not been submitted to DSA.

To resolve this issue, use the following options:

**Change Orders:**

**Option #1:** Submit/resubmit the change orders and obtain DSA approval. The cost information in the change order need not be included.

**Option #2:** If any or all of the “unresolved change orders” are changes that do not affect the Structural Safety, Access Compliance, or Fire & Life Safety components or portions of the project, then, in lieu of the change orders, form DSA 310: Alternate Certification Statement of Content for Change Orders, Addenda and Revisions may be submitted. The specific change orders must be listed, by number, on the form.

**FCDs:**

**Option #1:** If the FCD has been previously submitted to DSA, then resubmit the FCD and obtain DSA approval.

**Option #2:** For changes that affect the Structural Safety, Access Compliance, or Fire & Life Safety portions of the project, but have not resulted in a change order, and have not been previously submitted as an FCD, then submit as a CCD Type A.

**7.2 Projects for which construction commenced prior to January 2, 2013 and do not fall into the category defined in Section 7.1:**

- For change orders or FCDs that have been submitted to DSA, see options listed in section 7.1.
- From November 1, 2012 to January 1, 2013: If previously unsubmitted change orders or FCDs are submitted, DSA staff will assign them as CCD Category A, assign the change order/FCD number as the CCD number, and process them accordingly.

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## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

- On or after January 2, 2013: the CCD process must be followed for all new, previously unsubmitted construction changes. If previously unsubmitted change orders or FCDs are submitted, DSA staff will return them as rejected, not approved and require them to be resubmitted as CCD.

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### REFERENCES:

California Code of Regulations (CCR) Title 24  
Part1: California Administrative Code, Sections 4-215, 4-233, 4-338 and 4-341  
California Health and Safety Code, Sections 16011, 16013 and 16015  
California Education Code, Sections 17280 and 81130

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This IR is intended for use by DSA staff and by design professionals to promote statewide consistency for review and approval of plans and specifications as well as construction oversight of projects within the jurisdiction of DSA, which includes State of California public schools (K–12), community colleges and state-owned or state-leased essential services buildings. This IR indicates an acceptable method for achieving compliance with applicable codes and regulations, although other methods proposed by design professionals may be considered by DSA.

This IR is subject to revision at any time. Please check DSA's website for currently effective IRs. Only IRs listed on the webpage at [www.dgs.ca.gov/dsa/publications](http://www.dgs.ca.gov/dsa/publications) at the time of project application submittal to DSA are considered applicable.



## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

## Appendix A - Sample CCD Category A



140

## APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT – CCD CATEGORY A/B

This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: <u>Amazing Unified School District</u>	DSA File #: <u>37</u>	-
Project Name/School: <u>Best School</u>	DSA App. #: <u>04</u>	- <u>119119</u>

## APPLICANT

CCD Cat. <input checked="" type="checkbox"/> A / <input type="checkbox"/> B, #: <u>04</u>	Date Submitted: <u>5-5-16</u>	Attached Pages?: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes ( <u>2</u> pages)
For CCD Cat. B, this is a <input type="checkbox"/> voluntary submittal, <input type="checkbox"/> DSA required submittal (attach DSA notification requiring submission).		
Firm Name: <u>ABC Architects</u>	Contact Name: <u>Pat Smith</u>	
Email: <u>Pat@abc.com</u>	Phone Number: <u>(888)555-1111</u>	
Address: <u>1444 Arch Drive</u>		
City: <u>San Diego</u>	State: <u>CA</u>	Zip: <u>92127</u>
<input type="checkbox"/> A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		
<input checked="" type="checkbox"/> For project currently under construction		
<input type="checkbox"/> To obtain DSA approval of existing uncertified building(s).		

## DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

Name of Design Professional in General Responsible Charge: <u>Robin Hanks</u>	
Professional License #: <u>C72475</u>	Discipline: <u>Architect</u>
Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.	
Signature: <u>R. Hanks</u> DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE	

**CHECK THIS BOX:** ☒ To confirm that all CCD drawings and, when applicable, first sheet or index of calculations and specifications have been stamped and signed by the Responsible Design Professional listed on DSA 1 for this project.

Brief description of construction change (attach additional sheets if needed):

Change bolts to lags on detail 7/S5.

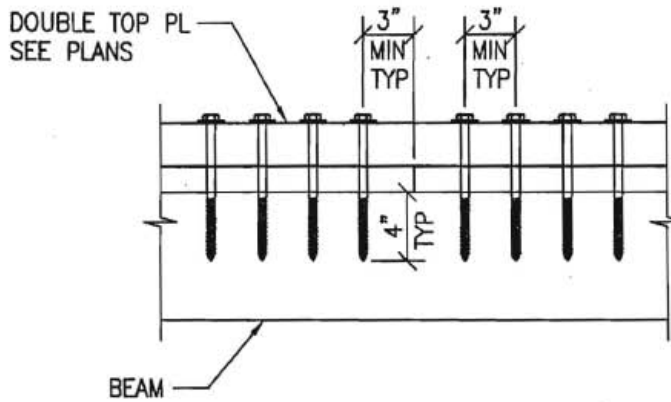
List of DSA approved drawings affected by this CCD: Sheet S5, detail 7.

DSA USE ONLY		DSA Stamp
SSS _____ Date _____ Approved / Disapproved / Not Req'd	For business office use only Date Sent _____ Return By _____ Delivery Method _____	
FLS _____ Date _____ Approved / Disapproved / Not Req'd		
ACS _____ Date _____ Approved / Disapproved / Not Req'd		
Remarks _____		

## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

## Appendix A - Sample CCD Category A (continued)

CCD 5 ATT # 1 OF 2



SCHEDULE	
TYPE	SCREWS
TYPE A	16-5/8"Ø LAG
TYPE B	24-5/8"Ø LAG

**NOTE:**

1. LOCATE SCREWS AT CENTER LINE OF TOP PLATE.
2. SPLIT TOTAL NUMBER OF SCREWS EACH SIDE OF SPLICE.
3. FOR INFO NOT SHOWN SEE 7  
S-5

ALTERNATE TO DETAIL 7  
S-5 CL-1

SHEET # 1 OF 1

REGISTERED PROFESSIONAL ENGINEER  
 NO. 13457  
 IN  
 STRUCTURAL  
 STATE OF CALIFORNIA

Project Name:	BEST SCHOOL
DSA Application #:	04-11919X
CCD Number:	05
Date:	5/5/15

## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

## Appendix A - Sample CCD Category A (continued)

PROJECT: NEW SCHOOL  
 DSA #: 04-119119X  
 CCD #: 05  
 DATE: 5/5/15

CCD 5 SHT #2 of 2  
 (CALC SHT #1)

CHANGE DETAIL 7/55 FROM BOLTS TO LAG

FROM 7/55  $\frac{3}{4}$ "  $\phi$  BOLTS 2X TO 4X  
 VAL = 1.2K

CHANGE TO  $\frac{5}{8}$ "  $\phi$  LAG (1 1/2" SIDE MEMBER)  
 VAL = .92K

USE 2-  $\frac{5}{8}$ "  $\phi$  LAG TO REPLACE 1-  $\frac{3}{4}$ "  $\phi$  BOLT  
 SPACE  $4d = 4 \times \frac{5}{8} = 2\frac{1}{2}" \rightarrow$  USE 3 MIN.

FROM 7/55 TWO TYPES OF SPACES.

TYPE A USES 8-  $\frac{3}{4}$ "  $\phi$  BOLTS  
 REPLACE W/ 16-  $\frac{5}{8}$ "  $\phi$  LAG.

TYPE B USES 12-  $\frac{3}{4}$ "  $\phi$  BOLTS  
 REPLACE W/ 24-  $\frac{5}{8}$ "  $\phi$  LAG.



## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

## Appendix B - Sample CCD Category B



140

## APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT – CCD CATEGORY A/B

This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: <u>Amazing Unified School District</u>	DSA File #: <u>37</u>	-
Project Name/School: <u>Best School</u>	DSA App. #: <u>04</u>	- <u>119119</u>

**APPLICANT**

CCD Cat. <input type="checkbox"/> A / <input checked="" type="checkbox"/> B, # <u>05</u>	Date Submitted: <u>5-5-16</u>	Attached Pages?: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes ( <u>1</u> pages)
For CCD Cat. B, this is a <input checked="" type="checkbox"/> voluntary submittal, <input type="checkbox"/> DSA required submittal (attach DSA notification requiring submission).		
Firm Name: <u>ABC Architects</u>	Contact Name: <u>Pat Smith</u>	
Email: <u>Pat@abc.com</u>	Phone Number: <u>(888)555-1111</u>	
Address: <u>1444 Arch Drive</u>		
City: <u>San Diego</u>	State: <u>CA</u>	Zip: <u>92127</u>
<input type="checkbox"/> A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		
<input checked="" type="checkbox"/> For project currently under construction		
<input type="checkbox"/> To obtain DSA approval of existing uncertified building(s).		

**DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE**

Name of Design Professional in General Responsible Charge: <u>Robin Hanks</u>	
Professional License #: <u>C72475</u>	Discipline: <u>Architect</u>

Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

Signature: R. Hanks  
DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

**CHECK THIS BOX:** ☒ To confirm that all CCD drawings and, when applicable, first sheet or index of calculations and specifications have been stamped and signed by the Responsible Design Professional listed on DSA 1 for this project.

Brief description of construction change (attach additional sheets if needed):

Add painted word "SCHOOL" five feet south of existing "CROSSING" sign, centered on northbound lane of Main St. on west side of school site. Use paint specified for roadway symbols.

List of DSA approved drawings affected by this CCD: Sheet AS1, detail S3.

DSA USE ONLY	DSA Stamp
SSS _____ Date _____ Approved / Disapproved / Not Req'd FLS _____ Date _____ Approved / Disapproved / Not Req'd ACS _____ Date _____ Approved / Disapproved / Not Req'd Remarks _____ _____ _____	For business office use only Date Sent _____ Return By _____ Delivery Method _____

CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

Appendix B - Sample CCD Category B (continued)

CCD 6 SHEET # 1 OF 1

19.3'

10'

SHEET # 1 OF 1

	Project Name:	BEST School
	DSA Application #:	04-119119x
	CCD Number:	06
	Date:	5/5/15

**EXHIBIT H**  
**DSA FORM 3**

## PROJECT SUBMITTAL CHECKLIST

Division of the State Architect (DSA) documents referenced within this publication are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

### GENERAL REQUIREMENT

**Projects submitted to DSA must include 100% complete Construction Documents, finalized, completely detailed, coordinated across all disciplines and ready for construction.**

### PURPOSE

The DSA 3 submittal checklist is a guide for submitting complete documents to provide for a thorough, comprehensive and efficient plan review process by DSA. It addresses Forms, Fees, Construction Documents and Supporting Documents required by plan reviewers. As outlined in procedure *PR 17-03: Project Submittal Appointment Process*, submittals that are found to be incomplete will be rejected and required to register for a new submittal date.

### INSTRUCTIONS

The DSA 3 submittal checklist is to be completed by the design professional responsible for the quality control and coordination review of the Construction Documents. All fields should be filled with either an “X” indicating required items included in the submittal or “N/A” indicating items not applicable to the scope of work.

It is recommended that the DSA 3 checklist be reviewed by the design professional at the time the project is registered to allow adequate time to verify that all applicable items have been completed and coordinated prior to submittal. Any questions related to the applicability of a listed item to the specific project scope should be clarified with DSA intake staff at the time the project is registered and progress drawings are uploaded to DSA Box.

### PART 1 – APPLICATION FORMS

ENTER X OR N/A

1. A completed form *DSA 1: Application for Approval of Plans and Specifications*. ..... ☐  
Note: Design Professionals listed must match those listed on the Title Sheet of the plans.
2. A completed form *DSA 3: Project Submittal Checklist*..... ☐
3. A completed form *DSA 1-INC: Definition of Scope Increments*. Applicable to projects requesting incremental plan review. See *IR A-11: Incremental Submittals*. ..... ☐
4. A completed form *DSA 1-DEL: Delegation of Responsibility*. Applicable to projects involving delegation of responsibilities of plans and specifications, and construction observation which are not easily described on the form *DSA 1*. ..... ☐
5. A completed form *DSA 1-MR: Application for New Manufactured Permanent Modular or Relocatable Buildings*. Applicable to projects manufacturing permanent modular or relocatable buildings. See bulletin *BU 16-01: Delegation of Authority for Modular and Relocatable Buildings – FAQs*). ..... ☐
6. A completed form *DSA 1-RUH: Request for Finding of Unreasonable Hardship*. Applicable to alteration, addition or repair projects seeking relief from full compliance with path of travel requirements. .... ☐
7. A completed form *DSA 1-AMM: Request for Alternate Design Materials and Methods of Construction*. Applicable to projects requesting approval of alternates to achieve code compliance. See procedure *PR 18-01*. .... ☐

**PROJECT SUBMITTAL CHECKLIST****PART 2 – APPLICATION FEES****ENTER X OR N/A**

## 1. Project Submittals

Structural, Fire & Life Safety and Access Compliance plan review fees as required. .... ☐

Required fees may be combined on a single check or warrant made out to “Division of the State Architect” (Note: Not all projects require review by all three disciplines. Indicate plan review services required on the *DSA 1* form). Fees are based on estimated value of construction. Use the *Plan/Field Review Fee Calculator* within Tracker to determine amount due at submittal.)

## 2. Pre-Check Submittals (PC)

a. Structural, Fire & Life Safety and Access Compliance plan review fees ..... ☐

Plan review fees are charged on an hourly basis. A \$6,000 deposit check or warrant made out to “Division of the State Architect” is due at submittal. Final fee to be calculated and invoiced based on actual plan review hours

b. CALGreen/Energy Code plan review fee ..... ☐

A separate deposit check is required for CALGreen/Energy Code plan review for PC submittals for permanent modular or relocatable buildings. See procedure *PR 07-01: Pre-Check Approval*).

- \$2,500 deposit for two or more climate zones
- \$1,500 deposit for one climate zone
- \$500 deposit for unconditioned building (e.g. restroom building)

**PART 3 – CONSTRUCTION DOCUMENTS****ENTER X OR N/A****A. GENERAL REQUIREMENTS FOR DRAWINGS AND SPECIFICATIONS**1. 100% complete Construction Drawings and Specifications, cross-referenced and coordinated among all disciplines..... ☐a. Bid alternates identified, when applicable..... ☐b. DSA approved Pre-Checked (PC) drawings to be included in drawing set for projects incorporating PC designs. .... ☐c. Electronic Plan Review submittal prepared in accordance with the drawing and specification format/file requirements in procedure *PR 18-04: Electronic Plan Review for Design Professionals of Record*. .... ☐d. Over-The-Counter (OTC) Plan Review submittal prepared in accordance with policy *PL 07-02: Over-the-Counter Review of Projects Using Pre-Check Approved Designs*. (1) set required for plan review mark-ups; (1) set for corrections and approval. .... ☐e. For the submittal of new, revised or renewed pre-check (PC) applications see procedures *PR 07-01: Pre-check Approval* and *PR 18-04: Electronic Plan Review for Design Professionals of Record*. Submittal is required to be in electronic format. All conditioned or unconditioned PC buildings require DSA CALGreen/Energy review. .... ☐2. A completed form *DSA 103: List of Material Testing and Special Inspection*..... ☐3. A completed form *DSA 810: Fire & Life Safety Site Conditions Submittal* when required per the DSA 810 instructions. (Incorporate on fire access site plan, with local fire authority sign off for proposed alternates for applicable projects.) ..... ☐



**PROJECT SUBMITTAL CHECKLIST****B. TITLE SHEET**

1. A complete Code Analysis. For each building indicate use, occupancy classification, allowable area, allowable building height, construction type, mixed ratio and area increase justifications. (Provide separate code analysis sheet, if necessary.) ..... ☐
2. Index of all sheets ..... ☐
3. Complete scope of work description ..... ☐
4. On incremental submittals, identify all increments and their respective scope of work. (A Title Sheet is required for each incremental submittal.) ..... ☐
5. Project directory including contact information for owner, architect and consultants. .... ☐
6. List of required governing codes, adopted standards and inspector classifications. .... ☐
7. List of deferred submittals. (See guideline *GL-3: Structural Plan Review* for list of items eligible for deferred submittal.) ..... ☐

**C. SITE AND / OR CIVIL PLANS AND DETAILS**

1. Comprehensive campus site plan and enlarged site plans for areas of work. (Identify if the site is located within a Wildland Urban Interface area. Label all incremental work if applicable.) ..... ☐
2. Identified each building and include name, use, occupancy, construction type and whether or not it's equipped with fire sprinkler system. .... ☐
3. DSA application number(s) for each existing structure and facility within the scope of work identified. See *IR A-20: New Projects Associated with Existing Uncertified Projects*. Note that issues preventing the certification of existing structures and facilities will need to be resolved before plans altering those structures and facilities are approved. .... ☐
4. Path of travel improvements which include an accessible route from the area of work to each of the following elements with improvements to current code: public transportation stops, public way, accessible parking, accessible passenger loading zones, administration building, and accessible restroom(s) serving area of work. See procedure *PR 15-01: Required Information for Path of Travel Upgrades on Construction Documents*. .... ☐
5. Accessible parking spaces identified and detailed within scope. .... ☐
6. Parking ratio calculations for each parking lot, within or impacted by the scope of work. .... ☐
7. Location of proposed electric vehicle charging stations, if provided. .... ☐
8. Sidewalk and roadway delineated, with widths and surface materials identified within scope. .... ☐
9. Path of exit discharge to public way or to identified area(s) of safe dispersal. .... ☐
10. All fencing and gates shown, indicating required exit gates, panic hardware and widths. .... ☐

**D. DEMOLITION PLANS**

1. Area of demolition and location of adjacent structures indicated on site plan. .... ☐
2. Detailed demolition plan for partial demolitions with note on plan stating that no demolition shall begin until plans including the demolition work have been approved by DSA ..... ☐

**PROJECT SUBMITTAL CHECKLIST****E. FLOOR PLANS**

1. Floor plans demonstrating access compliance, including restrooms, elevators, wheelchair lifts, stairs, ramps, door clearances, door swings, doors with panic hardware, casework, fixed furniture, equipment and all other required accessibility features. .... ☐
2. Enlarged floor plans of restrooms, elevators, stairs, ramps, lifts and specialty areas such as science labs, kitchens, auditoriums, etc. .... ☐
3. Distance of travel from elevator location to top and bottom nosing of all stairways demonstrated to be less than 200 feet. .... ☐
4. Accessible egress systems identified and detailed. .... ☐
5. Room and occupied area labels, indicating use and total occupants. Load factor used for occupant load calculations identified (net or gross). .... ☐
6. Net or gross floor area totals for each room or occupant area indicated. .... ☐
7. An exit analysis provided, indicating exit widths and cumulative loads at exits, including exit discharge paths and widths. .... ☐
8. Fire-resistance-rated walls and smoke barriers identified and cross referenced to partition schedules and details. Wall types, wall function, assemblies and assembly design number references noted. .... ☐
9. A detailed bleacher seating layout, identifying accessible seating and remaining floor area occupant load calculations (required in initial submittal even for projects where bleachers are identified as a deferred submittal). .... ☐
10. Way-finding and signage plans with legends and/or schedules cross-referenced to details. .... ☐
11. Dedicated egress provided within a new addition, unless the existing adjacent structure providing egress is of equal or greater live load and lateral load design criteria than the new addition (per *Part 1, Title 24, Section 4-306*). .... ☐

**F. ARCHITECTURAL DETAILS, ELEVATIONS, SECTIONS, ROOF PLANS AND REFLECTED CEILING PLANS**

1. Detailed interior elevations, exterior elevations, and sections including dimensions. Show roofing types and connections to structure. Show ceiling types and support and bracing details. .... ☐
2. Interior and exterior wall framing and details, including locations of drift joints in exterior wall framing as applicable. .... ☐
3. Fire-resistance-rated horizontal assemblies, ceilings and floors identified and detailed. .... ☐
4. Door openings and wall penetrations located and detailed. .... ☐
5. Skylight locations and sizes shown and detailed. .... ☐
6. Door, hardware, windows and finish schedules cross referenced to details. Note panic hardware, fire doors, doors with security hardware, and any fire-resistance-rated and tempered glazing/window assemblies. .... ☐
7. Signage schedules, cross referenced to details of room identification and way-finding signage. .... ☐
8. Casework and fixed furniture identified, including elevations, details, anchorage and required accessibility clearances and features. .... ☐
9. Soffits and other architectural projections identified and detailed. .... ☐

**PROJECT SUBMITTAL CHECKLIST**

10. All equipment identified and anchorage detailed. .... ☐
11. Walk-in refrigerators and freezers identified and detailed. .... ☐
12. Roof classes identified on all new and existing roofs within the project scope. .... ☐

**G. STRUCTURAL DRAWINGS**

1. Description of design basis, indicating the materials and lateral system utilized. List design gravity and lateral loads, soil parameters, and wind and seismic coefficients. For voluntary seismic improvements, indicate the specific structural items to be upgraded and the load levels for which those items are designed. .... ☐
2. Dimensioned foundation, floor and roof framing plans, including locations of all structural elements (e.g., foundations, walls, columns, beams). .... ☐
3. Complete truss detailing, including open web manufactured trusses (unless deferred.) .... ☐
4. Details for all elements of the lateral force resisting system .... ☐
5. Details for all diaphragms, chords, and collectors .... ☐
6. All windows, doors, skylights, ducts, pipes and other openings identified and detailed. .... ☐
7. Mechanical and electrical equipment located on plans, sections and elevations with unit weights noted on floor and roof framing plans. .... ☐
8. Project details, schedules and notes, as applicable to scope of work. .... ☐
9. For relocatable buildings less than 2,160 square feet, identify and detail wood or concrete foundations. .... ☐
10. For relocatable buildings over 2,160 square feet, identify and detail concrete foundations .... ☐

**H. MECHANICAL/PLUMBING DRAWINGS AND CALCULATIONS**

1. Location of all rated wall and ceiling assemblies identified. .... ☐
2. Mechanical unit locations shown, anchorage details referenced. .... ☐
3. Mechanical equipment schedule, including equipment CFMs (cubic feet per minute rating), unit operating weights and cross-reference to anchorage details. .... ☐
4. For MEP (Mechanical/Electrical/Plumbing) only projects, show partial structural framing plans at existing floors or roofs supporting mechanical equipment. .... ☐
5. Anchorage details for ducts and piping. .... ☐
6. Plumbing fixture schedules with flow rates and flush volume indicated in accordance with *CALGreen Code Section 5.303.3*. .... ☐
7. Mechanical and piping penetrations at fire-resistance-rated walls, shear walls, headers, lintels, floors and roofs identified and cross referenced to details. .... ☐
8. Plumbing layout coordinated with architectural plans and accessible fixtures identified. .... ☐
9. Grade level gas shut-off valve location indicated at all buildings. .... ☐
10. Locations of all fire/smoke dampers, supply/return registers and ducting indicated with details cross-referenced. .... ☐
11. Fume hood system shown including weight and exhaust duct identified and detailed. .... ☐

**PROJECT SUBMITTAL CHECKLIST**

12. Type I kitchen hood fire suppression system identified and detailed. (Show gravity support and lateral bracing for kitchen hoods.) ..... ☐
13. Any special systems indicated, including smoke removal, special venting, dust collection and all interfacing equipment identified and detailed with weights shown or scheduled for required anchorage design. .... ☐
14. Domestic water and gas load calculations with pipe sizes identified. .... ☐
15. Water heating system and location of equipment identified. .... ☐
16. *Energy Code Certificate of Compliance* forms included with plans. .... ☐

**I. ELECTRICAL DRAWINGS**

1. Location of all rated wall and ceiling assemblies identified. .... ☐
2. Panel locations with fire-resistance-rated enclosure assemblies identified. .... ☐
3. New and existing exit signs located. .... ☐
4. Interior and exterior emergency lighting and dedicated circuits identified. .... ☐
5. Power receptacles, ground-fault circuit interrupters (GFCI), and switches with accessible locations indicated and heights detailed. .... ☐
6. Assistive Listening Systems identified and detailed. .... ☐
7. Panel schedules and load calculations provided. .... ☐
8. Equipment/fixture schedule with weights and reference to anchorage details provided. .... ☐
9. *Energy Code Certificate of Compliance* forms included on plans. .... ☐

**J. FIRE ALARM SYSTEM DRAWINGS**

1. Guideline *GL-2: Project Submittal Guideline: Fire Alarm and Detection Systems* has been reviewed and all applicable items incorporated into submittal ..... ☐
2. Automatic fire alarm system if applicable (An automatic fire alarm system is required for all new buildings at a new or existing campus and for modernizations if project cost exceeds \$200,000 with any state funding.) ..... ☐
3. Fire alarm site plan indicating building names or designations ..... ☐
4. Fire alarm floor plans, including room uses, ceiling heights with circuits and device numbers identified, including locations of fire-resistance-rated walls and ceilings. .... ☐
5. Locations of the fire alarm control panel, power booster, terminal cabinets, annunciator panels, and all other required fire alarm equipment shown. .... ☐
6. Conduit runs, including wire type, size and number of conductors indicated. .... ☐
7. Fire alarm system identified: addressable or non-addressable, system and circuit class. .... ☐
8. Voltage-drop and battery calculations shown. .... ☐
9. Emergency Voice/Alarm Communication System. (See *IR F-1* for projects, where required). .... ☐

**PROJECT SUBMITTAL CHECKLIST****K. AUTOMATIC FIRE SPRINKLER SYSTEMS (AFSS) DRAWINGS**

1. Guideline *GL-1:Project Submittal Guideline: Automatic Fire Sprinkler Systems* and policy *PL 10-01: Plan Submittal Requirements: Automatic Fire Sprinkler Systems (AFSS)* have been reviewed and all applicable items incorporated into the submittal ..... ☐
2. Test Hydrant locations identified and water-flow test data signed by local fire authority or water purveyor. .... ☐
3. Fire sprinkler plan and site plan layout with water-flow test hydrant nodes indicated. Show locations for all lateral bracing. Show locations of fire rated assemblies and full height walls. .... ☐
4. Reflected ceiling plan with fire sprinklers located and coordinated with architectural, mechanical and lighting plans. .... ☐
5. Cross sections of buildings. .... ☐
6. Details of all assemblies, fittings, bracing, hangers, thrust blocks, signage, flexible piping and any other required AFSS equipment or supports. .... ☐

**PART 4 – SUPPORTING DOCUMENTATION****ENTER X OR N/A****A. GENERAL SUPPORTING DOCUMENTS**

1. Pre-application meeting minutes ..... ☐
2. District letter for exempt items. (Applicable only to school project submittals containing items listed in *Appendix A of IR A-22: Construction Projects and Items Exempt from DSA Review* which the district wishes DSA not to plan review or certify.) ..... ☐
3. Previously-approved DSA reference drawings (for alteration, reconstruction or additions to previously DSA-approved structures). .... ☐
4. Previously-approved DSA comparison sets (for projects re-using previously DSA-approved designs) ..... ☐

**B. STRUCTURAL REVIEW SUPPORTING DOCUMENTS**

1. EXISTING BUILDING EVALUATION (For projects involving reconstruction, alterations, or additions.) ..... ☐
  - a. Copy of DSA approved (REH) Rehabilitation Evaluation and Design Criteria Report (applicable to rehabilitation projects for upgrades of non-conforming building or mandatory triggered upgrades per *CAC 4-309 (c)*). See form *DSA 1-REH Pre-application for Approval of a Rehabilitation Project Evaluation & Design Criteria Report* and procedure *PR 08-03: School Facility Program/Seismic Mitigation Program*. .... ☐
  - b. For projects involving reconstruction, alterations, or additions where no REH report has been submitted: Provide calculations demonstrating that the triggers of *CAC Section 4-309(c)* have not been exceeded. .... ☐
  - c. For projects involving reconstruction, alterations, or additions where no REH report has been submitted: Provide justification that the cost of the building reconstruction, alteration, or addition, determined in accordance with *CAC 4-309(c)*, does not exceed 50 percent of the building replacement cost. .... ☐

**PROJECT SUBMITTAL CHECKLIST****2. FLOOD MAP**

(Applicable to new construction, additions and relocations. See procedure *PR 14-01: Flood Design and Project Submittal Requirements*.) .....

☐**3. PROJECT STRUCTURAL CALCULATIONS**

- a. One set of stamped and signed structural calculations indicating codes used. .... ☐
- b. Index of all calculations included. .... ☐
- c. Description of scope of work covered by the submitted calculations with complete design criteria indicated. Provide a clear narrative for each calculation section with main assumptions and design approach to be used. Address the impact to existing structural lateral systems of any proposed partial demolition(s). Reference CAC 4-309 for structural rehabilitation triggers. .... ☐
- d. Seismic, wind and importance load factors indicated. Wind loading provisions including wind speed, exposure and any specialized items such as topographic effects need to be clearly defined. .... ☐
- e. Snow load utilized in the design identified; provide snow drift calculations, if appropriate. .... ☐
- f. Utilized soil bearing pressure indicated. If greater than 1,500 psf, or where the exceptions in *California Building Code (CBC) Section 1803A.2* are not met, provide substantiating geotechnical report. .... ☐
- g. Utilized lateral soil passive pressure indicated. If greater than 100 psf, provide substantiating geotechnical report. .... ☐
- h. Completed design checks of foundations including check of soil stresses and strength checks of footings. .... ☐
- i. Allowable lateral soil pressure for the design of poles, signs or antennae. .... ☐
- j. Calculations for miscellaneous site structures. .... ☐
- k. Key plans for foundations, floors and roofs, coordinated and cross referenced to the submitted structural calculations. .... ☐
- l. Lateral drift calculations, as required by code, .... ☐
- m. Load calculations, including weight of mechanical and electrical units and fire sprinkler pipe, .... ☐
- n. Calculations for mechanical equipment anchorage, including overturning, .... ☐
- o. Complete gravity system calculations, including checks of connections, .... ☐
- p. Complete truss calculations and details for open-web trusses (unless deferred), .... ☐
- q. Complete chord and collector calculations, .... ☐
- r. Lateral system calculations, including checks of connections, .... ☐
- s. Calculations for lateral floor and roof diaphragms. .... ☐
- t. Rigid diaphragms identified and calculations provided for accidental torsion consideration..... ☐
- u. Dynamic analysis calculations required for buildings with structural irregularities, in accordance with American Society of Civil Engineers Standard ASCE 7, Table 12.6-1. .... ☐

**PROJECT SUBMITTAL CHECKLIST**

- v. For designs by computer analysis, printouts of key input and output with a copy of the input and output files must be included. Structural calculation should provide all model geometry, loading information, boundary conditions, material properties, framing sizes, and strength check modifiers. Calculations must also contain primary analysis results such as reactions, all strength checks, and any connection design output to justify the design with the model provided as backup. .... ☐
4. GEOTECHNICAL INVESTIGATION / SOILS REPORT (See *CBC 1803A* for applicability)
- a. New report applicable to the buildings in the scope of work with the appropriate professionals' stamps and signatures. .... ☐
- b. A previous report may be submitted if a reevaluation is made and found to be currently appropriate. A letter updating the original report(s) by the same geotechnical engineer or geotechnical engineering firm must be included.) .... ☐
5. GEO-HAZARDS REPORT (See procedure *PR 14-01* for applicability) .... ☐
- a. A Geo-Hazards Report applicable to the buildings in the scope of work, with the appropriate professionals' stamps and signatures. .... ☐
- b. A previous report may be submitted provided that a reevaluation if made and found to be currently appropriate and the additional criteria outlined in *IR A-4.13 Geohazard Report Requirements* are satisfied. Provide a letter updating original report(s) by the same geotechnical engineer or geotechnical engineering firm.) .... ☐
- c. One copy of a completed California Geological Society (CGS) application with CGS project number, per *IR A-4.13: Geohazard Report Requirements*..... ☐
- d. One copy of site data report submitted to CGS per *CBC 1603A.2*. .... ☐
- e. CGS Final Acceptance letter will be required prior to DSA's stamp-out. .... ☐

**C. ACCESS COMPLIANCE REVIEW SUPPORTING DOCUMENTATION**

1. Manufacturers' product data sheets for door hardware, plumbing fixtures, restroom accessories. .... ☐

**D. FIRE AND LIFE SAFETY REVIEW SUPPORTING DOCUMENTATION**

1. Current CAL FIRE Office of the State Fire Marshal listings and manufacturers' product data sheets for all AFSS materials and devices. .... ☐
2. Hydraulic calculations for each building, system coordinated with the water-flow test hydrant ..... ☐
3. Structural calculations for support and bracing of sprinkler systems ..... ☐
4. Current CAL FIRE Office of the State Fire Marshal listings and manufacturers' product data sheets for all fire alarm devices ..... ☐
5. For projects exempt from the Green Oaks Family Academy Elementary School Fire Protection Act (SB 575, Chapter 725, Statutes of 2001), a letter signed by the school district superintendent stating the project is exempt ..... ☐

**PROJECT SUBMITTAL CHECKLIST****E. ENERGY CODE COMPLIANCE DOCUMENTATION (Applicable to new construction, additions and alterations to an existing building envelope, HVAC or electrical system)**

1. Energy Compliance Documentation Submittal Checklist with signatures (Form *DSA 403-A*, *DSA 403-B*, or *DSA 403-PC*, as applicable). ..... ☐
2. California Energy Code required *Certificate of Compliance* forms with appropriate signatures on drawings ..... ☐
3. Building Energy Analysis Report (8½-inch x 11-inch format)..... ☐

**F. CALGREEN CODE COMPLIANCE DOCUMENTATION (Applicable to new construction and additions and landscape work.)**

1. *DSA 1-L: Outdoor Water Use Self-Certification of Landscape Irrigation Design* form and documentation with Site Landscape Area Location Plan See procedure *PR 15-03: Compliance with CALGreen Outdoor Water Use Regulations*. ..... ☐
2. Completed *Application Matrix* (*Attachment 1* within the guideline *GL 4: CALGreen Code*.) ..... ☐
3. Identified underground and above-ground utilities and drainage systems; identified methods to manage surface water in compliance with *CALGreen Code Section 5.106.10*. ..... ☐
4. Location of bicycle parking in compliance with *CALGreen Code Section 5.106.4.2*. ..... ☐
5. Identified areas that serve the entire building for recycling of non-hazardous materials per *CALGreen Code Section 5.410.1*..... ☐
6. Identified primary exterior entry protection in compliance with *CALGreen Code Section 5.407.2.2.1*. .... ☐
7. Requirements for indoor moisture control identified in compliance with *CALGreen Code Section 5.505.1*. ..... ☐
8. Requirements for acoustical control identified in compliance with *CALGreen Code Section 5.507.4*..... ☐
9. Requirements for ventilation identified in compliance with *Energy Code* and *CALGreen Code Section 5.506.1*..... ☐



**ROOFING CONTRACT FINANCIAL INTEREST CERTIFICATION**  
**(Public Contract Code section 3006)**

PROJECT/CONTRACT NO.: \_\_\_\_\_ between **Mountain View Whisman School District** ("District") and \_\_\_\_\_  
\_\_\_\_\_ ("Architect / Engineer") ("Contract" or "Project").

I \_\_\_\_\_, \_\_\_\_\_  
Name Name of Architect / Engineer

certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roof project contract on this project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I \_\_\_\_\_, \_\_\_\_\_  
Name Name of Architect / Engineer

certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I \_\_\_\_\_, \_\_\_\_\_  
Name Name of Architect / Engineer

Have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): \_\_\_\_\_

Mailing address: \_\_\_\_\_

Addresses of branch office used for this Project: \_\_\_\_\_

If subsidiary, name and address of parent company: \_\_\_\_\_

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date: \_\_\_\_\_

Proper Name of Architect / Engineer: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code § 2204)**

PROJECT/CONTRACT NO.: \_\_\_\_\_ between **Mountain View Whisman School District** ("District") and \_\_\_\_\_  
\_\_\_\_\_ ("Architect / Engineer") ("Contract" or "Project").

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Architect / Engineer shall complete **ONLY ONE** of the following two paragraphs.

☐ 1. Architect / Engineer's total Fee is less than one million dollars (\$1,000,000).

**OR**

☐ 2. Architect / Engineer's total Fee is one million dollars (\$1,000,000) or more, but Architect / Engineer is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Architect / Engineer is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

**OR**

☐ 3. Architect / Engineer's total Fee is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Architect / Engineer to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with this Agreement.**

I certify that I am duly authorized to legally bind the Architect / Engineer to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: \_\_\_\_\_

Proper Name of Architect / Engineer: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Mountain View Whisman School District*

**Agenda Item for Board Meeting of 11/5/2020**

**Agenda Category:** CONSENT AGENDA

**Agenda Item Title:** Award of Architectural Services Contract to Hibser Yamauchi Architects for the Huff Elementary School New Portable Project

**Estimated Time:**

**Person Responsible:**

Rebecca Westover Ed.D.  
Chief Business Officer

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**Background:**

The Huff Elementary School New Portable project involves the installation of one 960 sf portable classroom building. The project requires the services of an architectural design firm to assist in design, and construction documents, DSA submittal, construction administration and closeout. The District issued a Request for Proposal (RFP) for these services on September 18, 2020 to the currently approved pool of Architects for the District for the Measure T Bond. A total of three proposals were received

**Fiscal Implication:**

Hibser Yamauchi Architects has presented a service fee proposal for the required services in the amount of \$34,000. At this time, the estimated construction cost is \$310,000. This proposal is within the established project budget for design fees.

**Recommended Action:**

It is recommended the Board of Trustees approve the service fee proposal and award of an agreement for Hibser Yamauchi Architects in the amount of \$34,000.

**ATTACHMENTS:**

Description	Type	Upload Date
HYA - Huff Portable	Backup Material	10/29/2020
HYA Agreement - Huff Portable	Backup Material	10/29/2020



HIBSER YAMAUCHI Architects, Inc.

October 9, 2020

**Rebecca Westover**

Chief Business Official

Mountain View Whisman School District

1400 Montecito Ave.

Mountain View, CA 94043

[rwestover@mvwsd.org](mailto:rwestover@mvwsd.org)

Re: Huff Elementary School – Additional Portable  
Fee Proposal

Dear Rebecca:

Thank you for considering our consulting services for your project. We appreciate all opportunities to work with the Mountain View Whisman School District. Per your recent Request for Proposals we are submitting this proposal for Architectural and Engineering Services. Our understanding is that you will be installing a new portable at Huff Elementary School, location to be determined.

**PROJECT DETAILS**

**Project Location:**

The project is located at Huff Elementary School in Mountain View.

**Scope of Work:**

Installation of one 960sf portable classroom building.

**Budget:**

The Construction Cost Budget is currently estimated to be \$310,000.

**Schedule and Phasing:**

The project is intended to be occupied in August of 2021. After receipt of the written approval of this Contract and the receipt of all required information, our work will be performed per the time durations as summarized below. This schedule is predicated on receipt of all appropriate information from various parties in a timely fashion. Review times by various parties (i.e. users, building departments, etc.) can vary and may have an impact on this schedule. If the construction schedule exceeds the estimated time we may adjust this proposal to account for additional CA support and meetings.

The design and construction will be completed in [one phase].

In summary, the preliminary schedule is as follows:

- |                               |   |
|-------------------------------|---|
| • Schematic Design            | 4 weeks (October 22-November 19)          |
| • Construction Documents      | 4 weeks (November 20-December 31)         |
| • Agency Review               | 1 weeks (estimated and assumed to be OTC) |
| • Bidding                     | 6 weeks                                   |
| • Construction Administration | 8 weeks (anticipated)                     |



Rebecca Westover  
Mountain View Whisman School District – Huff Elementary Portable  
October 9, 2020

**Special Conditions:**

Not applicable.

**Construction Delivery Method:**

The project will be delivered using the design-bid-build method for bidding and construction.

**SCOPE OF SERVICES**

As we understand it, the following services are necessary to complete the project. These are further detailed in the attached Terms and Conditions or our current Master Agreement with you. This proposal is currently limited to those services and consultants identified below. Should services beyond what is listed below be necessary, we may adjust this proposal to account for that effort. If you would propose to utilize a different agreement than attached, that agreement will apply to this proposal.

**1. Architect's Basic Services**

- a. Schematic Design
  - 1) Services per Agreement
  - 2) Limit 2 design options
  - 3) District/Site Meeting 1
- b. Construction Documents
  - 1) Services Per Agreement
  - 2) District/Site Meeting 1
- c. Agency Submittal
  - 1) Over The Counter Meeting 1
- d. Bidding
  - 1) Service per agreement
- e. Construction Administration
  - 1) Regular Meetings 1 every other week (4)
  - 2) Punchlist 1
  - 3) Back-punch/Final Walk 1
- f. Closeout

**2. Architect's Extra Services**

- a. none

**3. Deliverables**

- a. Schematic Design: Electronic
- b. Construction Documents: Electronic
- c. Agency Submittal: Electronic
- d. Bidding: Electronic



#### 4. Consultants

##### a. Electrical

- i. Site survey of existing site electrical systems including power, lighting, data/telephone, clock/paging, intrusion and fire alarm.  
Provide site plan with new power and low voltage systems connections.
- ii. Provide interior plans for power connections and additional interior power requirements not provided by modular manufacturer.
- iii. Provide floor plans for data/telephone, clock/paging, intrusion and fire alarm systems.
- iv. Provide electrical one-line diagram.
- v. Provide low voltage system riser diagrams and details clock/paging, data/telephone and intrusion alarm systems.
- vi. Provide fire alarm system for all work connected to existing system.
- vii. Provide riser diagrams, calculations, cut sheets and CSFM listing sheets per DSA requirements for fire alarm system.
- viii. Provide electrical specifications including materials and installation requirements.
- ix. Coordinate drawing requirements with client and DSA plan check and review.

##### b. Civil

- i. Final Design and Construction Documents –U&R shall prepare the final design and Construction Documents for the Civil Engineering portion of the project. Based upon the dimensioned site plan provided by the HY, U&R will overlay and review the portable layout over the survey backgrounds. U&R shall prepare Final Grading, Drainage, and specifications for the civil site work. Civil drawings shall also include any necessary site walkway paving replacement and reconstruction. The completed work shall be handed over to the Architect for processing and permitting through DSA. Civil plans to include:
  1. All new site ADA accessible pathway designs
  2. Site Plan coordination and horizontal controls
  3. Site grading, paving, and drainage plan
  4. Civil details
  5. Attendance at one project coordination meetings
  6. Technical specifications for civil work
  7. Site utility plan for water, sanitary sewer and storm drain (if required)
- ii. Construction Administration - U&R shall provide construction administration assistance as required for the continual progress of the project. This work may include the issuance of review of contractor submittals, and review of RFI's.

#### CLARIFICATIONS AND ASSUMPTIONS

1. This project will be done in 1 phase.
2. This project will require 1 package for permitting and construction.
3. Site topographical and utility survey in the vicinity of the building location and surrounding areas in CAD format will be made available for our use in the development of the site plan.
4. Existing plans and elevations are available in CAD/BIM format for our use in the development of improvement drawings.
5. The existing infrastructure is sufficient to accommodate these renovations. This includes site fire water systems, electrical power and low voltage systems.
6. Portable will have electrical heating/cooling system and gas service is not required



Rebecca Westover  
Mountain View Whisman School District – Huff Elementary Portable  
October 9, 2020

7. While we recognize that landscape is requested in the RFP, it is unclear if this will be necessary since the location has not been determined. For this reason, landscape architecture is excluded.
8. Interior finishes will be recommendations of finish types only since these are provided by the portable manufacturer.
9. Design-phase meeting minutes will be completed by HY Architects
10. Construction-phase meeting minutes will be completed by others

### EXCLUSIONS

1. Cost estimating
2. Soils engineering
3. Site topographic or utilities surveys
4. Structural Engineering or specifying
5. Mechanical Engineering or specifying
6. Plumbing Engineering or specifying
7. Landscape design, architecture or specifying
8. Security Alarm
9. Nurse call systems
10. IBs and/or change orders to the construction contract which require submittal to Agencies Having Jurisdiction and which were not caused as a result of our documents will be charged as an additional service.
11. ADA upgrades which may be required by the Agency Having Jurisdiction as a contingent to this project have not been identified and are therefore excluded.
12. Building upgrades to bring into fire code compliance.
13. Building Commissioning.
14. Bid Alternates.
15. Plan check and/or permit fees

### BASIS OF PROPOSAL

1. Request for Proposal received from Greystone West on 9/18/20

### PROJECT TEAM

1. Architect: Hibser Yamauchi Architects, Inc.  
Principal: Marcus Hibser  
Project Manager: Peter Engel
2. Electrical Engineer: WKM, Inc.  
e-mail: [tiffany@wkm-electrical.com](mailto:tiffany@wkm-electrical.com)  
Contact: Tiffany Kane, Principal
3. Civil Engineer: Underwood & Rosenblum  
e-mail: [Mark@uandr.com](mailto:Mark@uandr.com)  
Contact: Mark Sorenson



For the above work we herein propose a Fixed Fee of \$34,000.

I hope that this proposal meets with your expectations. If you have any additional questions, please do not hesitate to call. If you are in agreement, please sign below and sign our attached Terms and Conditions and return to us, or submit a proposed agreement. This proposal is valid for the next 60 days. We are available to begin work immediately upon receipt of your written approval. I look forward to working with you.

Marcus Hibser, Princeton University

/Enclosures:      Terms and Conditions  
                             Current Billing Rates

Agreement & Acceptance:

Date \_\_\_\_\_





HIBSER YAMAUCHI Architects, Inc.

## 2020 Billing Rates

### Architectural

Principal	\$235 per hour
Associate	\$195 per hour
Architect 3	\$180 per hour
Architect 2	\$160 per hour
Architect 1	\$150 per hour
Job Captain	\$135 per hour
Senior Draftsperson	\$120 per hour
Draftsperson	\$115 per hour
Jr. Draftsperson	\$105 per hour

### Interiors

Project Designer	\$135 per hour
Staff Designer	\$110 per hour

Administrative Staff	\$85 per hour
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(rates subject to change annually)



Hibser Yamauchi Architects, Inc.  
**AGREEMENT - Terms and Conditions**

This document stipulates the Terms and Conditions of the AGREEMENT made between the “OWNER” and Hibser Yamauchi Architects, Inc. “ARCHITECT.” The AGREEMENT consists of the FEE PROPOSAL dated October 9, 2020 incorporated herein by reference and all attachments thereto, including, but not limited to, these TERMS AND CONDITIONS and Standard Hourly Rates. The following Terms and Conditions shall apply to any services rendered under THE AGREEMENT.

**Article 1 - Project Information:**

- 1.1 Project Scope, Location, Schedule, Construction Budget, Delivery Method, fee for services and other special project parameters are as indicated in the FEE PROPOSAL to which this is an attachment.
- 1.2 Should any of the parameters of the project materially change from the FEE PROPOSAL, the OWNER and ARCHITECT shall agree upon respective adjustments to the Project Schedule, Services to be Rendered, OWNER’s Construction Budget and Fees for services.

**Article 2 – ARCHITECT’s Responsibilities:**

- 2.1 The ARCHITECT's services shall consist of those services performed by the ARCHITECT, ARCHITECT's employees and ARCHITECT's consultants, as enumerated in Articles 3, 4 and 5 of these TERMS AND CONDITIONS.
- 2.2 The ARCHITECT's services shall be performed in a manner that is consistent with and limited to the professional skill and care ordinarily provided by ARCHITECTs practicing in the same or similar locality under the same or similar circumstances. The ARCHITECT shall perform its services expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. This standard of care shall govern all obligations under this AGREEMENT. Such standard of care is not a warranty or guarantee, and the ARCHITECT shall have no such obligation.
- 2.3 The ARCHITECT shall identify a representative authorized to act on behalf of the ARCHITECT with respect to the Project.

**Article 3 – Scope of ARCHITECT’s Services:**

- 3.1 The ARCHITECT will perform only those specific services identified in the FEE PROPOSAL. Those services will be performed as indicated in Article 4 and as described in the FEE PROPOSAL
- 3.2 The ARCHITECT shall manage the ARCHITECT's services, staff and consultants, consult with the OWNER, research applicable design criteria, communicate with members of the Project team and report progress to the OWNER, when required and reasonable under the circumstances.



- 3.3 The ARCHITECT shall recommend services required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, method of bidding or negotiating the contract for construction. The ARCHITECT shall be prepared to prioritize and prepare a priority list to address critical Program and Project needs in the case where there are Budget constraints.
- 3.4 The ARCHITECT shall, at appropriate times, contact the primary Authorities Having Jurisdiction (AHJ or Agencies) responsible for the review and approval of the Construction Documents. These Agencies shall be limited to the primary building department, local fire marshal and health department. Reviews with other Agencies will be conducted as an additional service and entitle ARCHITECT to additional compensation. In designing the Project, the ARCHITECT shall respond to applicable design requirements imposed by such AHJ and by such entities providing utility services.
- 3.5 The ARCHITECT shall assist the OWNER in connection with the OWNER's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
- 3.6 The duties, responsibilities and limitations of authority of the ARCHITECT shall not be modified, or extended without written AGREEMENT between the OWNER and ARCHITECT.
- 3.7 The ARCHITECT shall have access to the work at all times.

#### **Article 4 – ARCHITECT's Basic Services:**

- 4.1 Those services identified in the FEE PROPOSAL shall be performed per this article. For services identified in the FEE PROPOSAL not listed in this article, those services will be performed per the description in the FEE PROPOSAL.
- 4.2 Programming:
  - 4.2.1 Coordinate meetings with OWNER and establish overall guidelines for the development of a space program.
  - 4.2.2 Review programming and departmental standards as provided by OWNER.
  - 4.2.3 Meet with individual departments or committees to establish the number of occupants and identify required space allocations, relationships, operational requirements, required equipment and overall space needs.
- 4.3 Scoping/Conceptual Design
  - 4.3.1 Based upon the approval of the Program Document (or the presentation of such a document if it was prepared by others), the ARCHITECT will prepare Scoping/Conceptual Design Drawings per the following:
  - 4.3.2 Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by OWNER.



- 4.3.3 Field survey and photograph existing conditions.
  - 4.3.4 Prepare conceptual block diagrams to indicate layout of spaces and general configuration for signoff by the users and the Owner's project manager.
  - 4.3.5 Review the California Building Code (CBC) and Municipal Code pertaining to the proposed Project design.
  - 4.3.6 Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
  - 4.3.7 Based on survey and topography data provided by the OWNER, develop existing conditions base for the Schematic Design Phase. Administer Project as required to coordinate work with the OWNER and among Consultants.
  - 4.3.8 The number of design iterations at this phase shall be limited to those indicated in the FEE PROPOSAL.
- 4.4 Schematic Design
- 4.4.1 Based upon the approval of the Scoping/Conceptual Design (or the presentation of such a document if it was prepared by others), the ARCHITECT will prepare Schematic Design Documents per the following:
  - 4.4.2 Prepare scaled floor plans showing overall dimensions, identifying the various major areas and their relationships. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
  - 4.4.3 For new construction and exterior renovations, develop preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
  - 4.4.4 Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
  - 4.4.5 Confirm code requirements, including occupancy classification(s) and type of construction.
  - 4.4.6 Administer Project as required to coordinate work with the OWNER and among Consultants.
  - 4.4.7 The number of design iterations at this phase shall be limited to those indicated in the FEE PROPOSAL.
- 4.5 Design Development
- 4.5.1 Based upon the approval of the Schematic Design, the ARCHITECT will prepare Design Development Documents per the following:



- 4.5.2 Prepared updated scaled, dimensioned floor plans with final room locations including all openings.
  - 4.5.3 Develop 1/8" scale building sections showing dimensional relationships, materials and component relationships.
  - 4.5.4 Develop exterior elevations of all proposed new buildings, existing buildings to be renovated and all architectural elements of the Project.
  - 4.5.5 Identify all fixed equipment to be installed in Project.
  - 4.5.6 Interior finishes identified and located within the rooms of all buildings.
  - 4.5.7 Site plan completely drawn with preliminary notes and dimensions.
  - 4.5.8 Prepare enlarged floor plans at 1/4" scale of detailed areas.
  - 4.5.9 Show standard details.
  - 4.5.10 Legend showing all symbols used on drawings.
  - 4.5.11 Development of Outline Specifications.
  - 4.5.12 Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used.
  - 4.5.13 Administer Project as required to coordinate work with the OWNER and among Consultants.
  - 4.5.14 The number of design iterations at this phase shall be limited to those indicated in the FEE PROPOSAL.
- 4.6 Construction Documents
- 4.6.1 Based upon the approval of the Design Development Documents, the ARCHITECT will prepare Construction Documents Drawings per the following:
  - 4.6.2 Construction Documents and Specifications will set forth in detail the quality levels of materials and systems and other requirements for the construction of Project.
  - 4.6.3 Site Plans, Floor plans, Reflected Ceiling Plans and Roof Plans at a scale appropriate to convey appropriate information to the CONTRACTOR and/or Authority Having Jurisdiction.
  - 4.6.4 Elevations (exterior and interior) sections and floor plans.
  - 4.6.5 Developed finish, door and hardware schedules.
  - 4.6.6 Architectural details.



- 4.6.7 Fixed Equipment details and identification.
- 4.6.8 Review the California Building Code (CBC) and Municipal Code pertaining to the proposed Project design.
- 4.6.9 Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- 4.7 Permitting
  - 4.7.1 ARCHITECT shall submit construction documents to agencies having approval authority (Agencies Having Jurisdiction) over the project in order to begin construction. Those specific agencies are identified in the FEE PROPOSAL.
  - 4.7.2 OWNER will coordinate the preparation of reports outside of the ARCHITECT's control if such reports are required to be submitted to the Agencies Having Jurisdiction.
  - 4.7.3 The ARCHITECT will respond to comments from the Agencies Having Jurisdiction and make such corrections as may be required to obtain permit approval.
- 4.8 Project Bidding
  - 4.8.1 Based upon the OWNER's direction, the ARCHITECT shall perform Bidding Phase services as follows:
  - 4.8.2 Contact potential bidders and encourage their participation in the Project.
  - 4.8.3 Coordinate the development of the bidding procedures and the construction contract documents with the OWNER.
  - 4.8.4 While the Project is being advertised for bids, all questions concerning intent shall be referred to the ARCHITECT.
  - 4.8.5 In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the ARCHITECT for decision by the OWNER as to the proper procedure required. Corrective action will be in the form of an addendum prepared and issued by the ARCHITECT.
  - 4.8.6 Attend bid opening.
- 4.9 Construction Administration
  - 4.9.1 Upon award of a contract to a General CONTRACTOR, the ARCHITECT shall perform the following services during the construction:
  - 4.9.2 All instructions to the CONTRACTOR shall be forwarded through the ARCHITECT. The ARCHITECT shall advise and consult with the OWNER in the general administration of the



Project. The ARCHITECT will have authority to act on behalf of the OWNER only to the extent provided in the Contract Documents, unless OWNER grants additional authority in writing.

- 4.9.3 The ARCHITECT shall timely provide OWNER with copies of all of its correspondence with the CONTRACTOR.
- 4.9.4 The ARCHITECT shall, at all times, have access to the Project wherever it is in preparation and progress. To the extent reasonably possible given CONTRACTOR's work in progress, the OWNER shall provide such access so that the ARCHITECT may perform its functions under the Agreement and Contract Documents.
- 4.9.5 The ARCHITECT shall visit the site as the ARCHITECT deems necessary, but under no circumstances less than once (1) per week, to maintain familiarity with the quality and progress of the Project, to determine that the CONTRACTOR's work visually complies with all documents, drawings, plans and specifications and that the Project is progressing in substantial accordance with the Contract Documents. Such observations are to be distinguished from the continuous inspection provided by any Project Inspector as hired by the OWNER.
- 4.9.6 RFIs: The ARCHITECT shall provide prompt and timely direction to the OWNER, Project inspectors and/or CONTRACTOR as to the interpretation of Contract Documents. ARCHITECT shall respond to all Requests for Information ("RFI's") from a CONTRACTOR within fourteen (14) calendar days of receipt, unless the subject of the RFI is impacting, or may impact, the critical path of the Project and is causing, or may cause, delay, in which case the ARCHITECT shall respond as soon as reasonably possible. If the ARCHITECT is not able to take action within the time required due to reasons beyond ARCHITECT's control, the ARCHITECT may take action within a reasonable period of time under the circumstances; however, the ARCHITECT shall make such determination within seven (7) calendar days of receipt of the RFI, and shall notify the OWNER and CONTRACTOR immediately after such determination with an explanation as to why the ARCHITECT cannot take action within the time required, what the ARCHITECT is doing to expedite its response, when the ARCHITECT expects to be able to issue a response, and what action, if any, should be taken by OWNER or CONTRACTOR in the meantime to mitigate delays and/or costs.
- 4.9.7 SUBMITTALS: The ARCHITECT shall review and approve, take exception to, or take other appropriate action upon all schedules, shop drawings, samples and other submissions of the CONTRACTOR to determine general conformance with the Project design and specifications as set forth in the Contract Documents. All such action shall be taken within fourteen (14) days of receipt of the submittals. If ARCHITECT is not able to take such action within the required time due to reasons beyond ARCHITECT's control, the ARCHITECT may take action within a reasonable period of time under the circumstances; however, the ARCHITECT shall make such determination within seven (7) calendar days of receipt of the submission, and shall notify the OWNER and CONTRACTOR immediately after such determination with an explanation as to why the ARCHITECT cannot take action within the time required, what the ARCHITECT is doing to expedite its response, when the ARCHITECT expects to be able to issue a response, and what action, if any, should be taken by OWNER or CONTRACTOR in the meantime to mitigate delays and/or costs.



Rebecca Westover

Mountain View Whisman School District – Huff Elementary Portable

October 9, 2020

- 4.9.8 PAYMENT APPLICATIONS: Based on the ARCHITECT's observations, and an evaluation of each Project Application for Payment, the ARCHITECT will estimate the amount of work completed by CONTRACTOR, and assist the OWNER in determining the amount owing to the CONTRACTOR. The ARCHITECT's estimation of the amount of work completed by CONTRACTOR shall constitute representations by the ARCHITECT to the OWNER that the quality of the completed work is in accordance with the Contract Documents based upon ARCHITECT's observations of the completed work, and that the CONTRACTOR is entitled to payment for the completed work.
- 4.9.9 CHANGE ORDERS: The ARCHITECT shall recommend, prepare and process necessary change orders.
- 4.9.10 In the discharge of its duties of observation and interpretation, the ARCHITECT shall require CONTRACTORS to comply with the Contract Documents, and shall guard the OWNER against defects and deficiencies in the work of the CONTRACTOR. The ARCHITECT shall advise and consult with the OWNER and inspectors concerning the CONTRACTOR's compliance with the Contract Documents and shall assist the OWNER and inspectors in securing the CONTRACTOR's compliance.
- 4.9.11 The ARCHITECT shall notify the OWNER promptly of any significant defect in materials, equipment or workmanship, and of any default by any CONTRACTOR in the orderly and timely prosecution of the Project.
- 4.9.12 The ARCHITECT will have the authority to reject work and materials which do not conform to the Contract Documents. The ARCHITECT's approval of a specific item shall not be an approval of an assembly of which the item is a component. Whenever, in the ARCHITECT's reasonable judgment, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the ARCHITECT will have authority to require special inspection or testing of the work or materials in accordance with the Contract Documents whether or not such work or materials be then fabricated, installed or completed. The ARCHITECT will also recommend substitution of materials or equipment when, in the ARCHITECT's reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Contract Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness.
- 4.9.13 The ARCHITECT will file reports with the primary Agency Having Jurisdiction as may be required from time to time, but only such reports required by the ARCHITECT.
- 4.9.14 ARCHITECT shall assist the OWNER in requiring CONTRACTOR to provide assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance.
- 4.9.15 The ARCHITECT shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with the work. The ARCHITECT shall not be responsible for acts or omissions of the CONTRACTOR, subcontractors, or their agents or employees or of any other persons performing portions of the Project not employed or retained by ARCHITECT.





4.9.16 The ARCHITECT shall assist OWNER in determining the date of final completion and make a final detailed on-site review of the job with representatives of the OWNER and the CONTRACTOR.

#### Article 5 – Extra Services:

- 5.1 Services other than those listed in Article 4 will be performed as indicated in the FEE PROPOSAL. Services beyond that listed in Article 4 or the FEE PROPOSAL that is requested subsequent to the initial AGREEMENT shall be provided at the request of the OWNER upon written AGREEMENT including a specific scope, fee and schedule adjustment as may be required.
- 5.2 Extra Services not specifically mentioned in Article 4 are considered beyond basic services and, if included, are described in detail in the FEE PROPOSAL. If not included and described in detail in the Fee Proposal these Extra Services are specifically excluded from ARCHITECT's scope of service. These services may include:
  - 5.2.1 Existing condition field measurements and documentation;
  - 5.2.2 Conversion of printed drawings into BIM or CAD format;
  - 5.2.3 Accessibility or ADA surveys or reports other than those required for the area of design;
  - 5.2.4 Development of segmented bid documents to accommodate multi-prime project delivery;
  - 5.2.5 Identification of additive or deductive alternates within the drawings and specifications for separate pricing by the CONTRACTOR during bidding;
  - 5.2.6 Development of documents intended for phased Agency review and/or phased construction;
  - 5.2.7 Creation of a conformed set of documents that includes all changes subsequent to the issuance of the building permit via addendum or other means;
  - 5.2.8 Creation of as-built CAD/BIM files that incorporates all changes identified by the ARCHITECT or CONTRACTOR during construction;
  - 5.2.9 Building Commissioning;
  - 5.2.10 3-D renderings;
  - 5.2.11 Coordination and preparation of any scorecards, applications, documentation or support for LEED, CHPS, Green Rater or other sustainability rating system;
  - 5.2.12 Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the ARCHITECT which are not the result of the direct negligence, errors, or omissions on the part of the ARCHITECT;



- 5.2.13 Providing consultation concerning the replacement of work damaged by fire and furnishing services required in connection with the replacement of such work;
- 5.2.14 Providing services made necessary by the default of the CONTRACTOR, which does not arise directly from negligence, errors, or omissions of ARCHITECT;
- 5.2.15 Providing contract administration services after the construction Contract time has been exceeded through no fault of the ARCHITECT;
- 5.2.16 Providing furniture planning and layout;
- 5.2.17 Providing furniture design and specification;
- 5.2.18 Providing equipment planning, layout or specifications;
- 5.2.19 Development of finish binders;
- 5.2.20 Interior signage program, drawings and specifications for signs not required by any relevant Building Code;
- 5.2.21 Wayfinding signage program, drawings and specifications;
- 5.2.22 Development of finish standards;
- 5.2.23 Artwork coordination;
- 5.2.24 Providing BIM documents that exceeds LOD 200;
- 5.2.25 Providing any other services not otherwise included in this AGREEMENT.

#### **Article 6 – OWNER’s Responsibilities:**

- 6.1 Unless otherwise provided for under this AGREEMENT, the OWNER shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the OWNER's Construction Budget, objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.
- 6.2 The OWNER shall identify a representative authorized to act on the OWNER's behalf with respect to the Project. The OWNER’s representative(s) are: Rebecca Westover
- 6.3 The OWNER shall promptly render decisions and approve the ARCHITECT's submittals per the design schedule in order to avoid unreasonable delay in the orderly and sequential progress of the ARCHITECT's services. Such approval can take the form of verbal confirmation as recorded in meeting minutes, electronic responses, signatures on documents, or any other format.
- 6.4 The OWNER shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project. The surveys and legal information shall include, as applicable,



grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. The survey shall be provided electronically in CAD or BIM format.

- 6.5 For any new construction or exterior paving, the OWNER shall furnish services of geotechnical engineers who will provide written reports and appropriate recommendations for the design of structural systems for building or site components, pavement sections and sub-surface improvements.
- 6.6 The ARCHITECT shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER and the OWNER's consultants. The ARCHITECT shall provide prompt written notice to the OWNER if the ARCHITECT becomes aware of any error, omission or inconsistency in such services or information.
- 6.7 The OWNER shall coordinate the services of its own consultants with those services provided by the ARCHITECT.
- 6.8 The OWNER shall furnish the services of consultants other than those designated in this AGREEMENT, or authorize the ARCHITECT to furnish them as an Additional Service, when the ARCHITECT requests such services and demonstrates that they are reasonably required by the scope of the Project. The OWNER shall require that its consultants maintain professional liability insurance as appropriate to the services provided.
- 6.9 The OWNER shall furnish tests, inspections and reports required by the Authority Having Jurisdiction (AHJ).
- 6.10 The OWNER shall provide written notice within 72 hours to the ARCHITECT if the OWNER becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the ARCHITECT's Instruments of Service.
- 6.11 The OWNER shall retain others besides ARCHITECT or ARCHITECT's Consultants to be solely responsible for the identification, investigation, evaluation, planning, collection, removal, transportation, and disposal of any and all hazardous materials or toxic substances in conjunction with the Project or Project Site. Where the ARCHITECT actually becomes aware of the presence of such hazardous materials or toxic substances at the Project Site, they may voluntarily advise the OWNER who shall be solely responsible for the identification and retention of persons or entities to undertake the tasks set forth above. The ARCHITECT shall have no responsibility in this regard. The OWNER shall look solely to persons or entities retained other than the ARCHITECT or ARCHITECT's Consultants for such tasks in the event of any claim or liability.
- 6.12 Unless specifically authorized, the OWNER shall communicate with the ARCHITECT's consultants through the ARCHITECT about matters arising out of or relating to the Contract Documents. The OWNER shall promptly notify the ARCHITECT and keep ARCHITECT informed in writing of any request for or direct communications that may affect the ARCHITECT's services. Direct communications between OWNER and ARCHITECT's Consultants may occur only upon ARCHITECT's written approval.



- 6.13 The OWNER will develop or procure a contract for construction to be used between the OWNER and the CONTRACTOR. Before executing the Contract for Construction, the OWNER may provide the ARCHITECT the opportunity to review the contract and provide recommendations. The OWNER shall coordinate the requirements of the contract with the ARCHITECT's services as identified in THE AGREEMENT. The ARCHITECT shall bear no liability in this regard.

#### **Article 7 – Construction Budget:**

- 7.1 The PROJECT's "Construction Cost," as used in this AGREEMENT, means the total cost to the OWNER of all work designed or specified by the ARCHITECT, or as designed and specified by the OWNER's consultants and included in a bid package to a General CONTRACTOR including any alternates approved by the OWNER. The Construction Cost does not include, unless specifically included in the bid package as described above, furniture, equipment, design fees, permit fees, inspection or testing fees or any other costs related to the management of the project.
- 7.2 If indicated in the FEE PROPOSAL, at the completion of Conceptual Design, Schematic Design, Design Development and Construction Documents phases, the ARCHITECT will prepare a Construction Cost Estimate that will evaluate the potential Construction Cost at the time the project is intended to be bid. The ARCHITECT's Estimate of Construction Cost shall be reconciled against the Budget as provided by the OWNER pursuant to section 6.1. If the preparation of a cost estimate is not indicated in the FEE PROPOSAL, then it is specifically excluded from this agreement.
- 7.3 The Construction Budget and Construction Cost Estimate shall be of no effect if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Cost Estimate for the Construction Documents to the OWNER to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the OWNER and the date on which bids are sought for the PROJECT. The ARCHITECT and OWNER may adjust the Construction Cost Estimate and Budget upon written agreement.
- 7.4 In preparing Estimates of Construction Cost, the ARCHITECT shall be permitted to include contingencies for design, bidding and price escalation, and to include in the Contract Documents alternate bids as may be necessary to adjust the Estimate of Construction Cost to meet the OWNER's Construction Budget.
- 7.5 If at any time the ARCHITECT's Estimate of Construction Cost exceeds the OWNER's budget for the Cost of the Work, the ARCHITECT shall make recommendations to the OWNER to adjust the Project's size, quality or Construction Budget, and the OWNER shall cooperate with the ARCHITECT in making such adjustments. If the Project Documents are approved at any phase without evaluating any proposed adjustments to the Project's size, quality or Construction Budget, it is assumed that the Construction Budget is adjusted. Any subsequent changes to the project design shall entitle the ARCHITECT to additional compensation.

#### **Article 8 – Project Schedule:**

- 8.1 Within ten (10) working days after the date THE AGREEMENT is fully executed, the ARCHITECT shall submit for the OWNER's review a schedule for the performance of the ARCHITECT's services. The schedule initially shall indicate time frames for all design phases and assumed construction duration. The schedule shall include allowances for periods of time required for the OWNER's review, for the



performance of the OWNER's consultants, and for approval of submissions by Authorities Having Jurisdiction over the Project. Once reviewed by the OWNER, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT or OWNER.

- 8.2 All parties agree that review periods by any Agency Having Jurisdiction are estimates only and actual review periods may vary.
- 8.3 If the project is delayed at any phase for 60 days or more, through no fault of the ARCHITECT, then a restart fee may be charged by the ARCHITECT. This does not apply to extended review periods by Authorities Having Jurisdiction unless the review periods are beyond what would normally be expected and the ARCHITECT has made efforts to communicate with the AHJ without resolution.

#### **Article 9 – Ownership and License:**

- 9.1 The ARCHITECT and the ARCHITECT's consultants shall be deemed the authors and OWNERS of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights, rights and remedies under California and Federal law. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the ARCHITECT and the ARCHITECT's consultants.
- 9.2 Upon execution of this AGREEMENT, the ARCHITECT grants to the OWNER a nonexclusive license to use the ARCHITECT's Instruments of Service solely and exclusively for purpose of constructing, using, maintaining, altering and adding to the Project, provided that the OWNER substantially performs its obligations, including prompt payment of all sums when due, under this AGREEMENT. If the ARCHITECT rightfully terminates this AGREEMENT for cause as provided in Section 11, the license granted in this Section shall terminate.
- 9.3 Upon completion of the project or termination of this Agreement, the OWNER's rights to use the Instruments of Service shall cease. In the event the OWNER uses the Instruments of Service without retaining the ARCHITECT or its Consultants, the OWNER will indemnify and hold harmless the ARCHITECT and ARCHITECT's consultant(s) from all claims and causes of action arising from such uses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the OWNER's use of the Instruments of Service.
- 9.4 Any unauthorized use of the Instruments of Service shall be at the OWNER's sole risk and without liability to the ARCHITECT and the ARCHITECT's consultants.

#### **Article 10 – Dispute Resolution:**

- 10.1 The OWNER and ARCHITECT shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement within the period specified by applicable California law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The OWNER and ARCHITECT waive all claims and causes of action not commenced in accordance with this Section.



- 10.2 The ARCHITECT and OWNER waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.
- 10.3 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation with JAMS as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the ARCHITECT's services, the ARCHITECT may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.
- 10.4 The OWNER and ARCHITECT shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by JAMS in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
- 10.5 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- 10.6 To the fullest extent permitted by law, the total liability, in the aggregate, of the Architect of Record, and the Architect's officers, employees, agents, and independent professional associates and consultants, and any of them, to the Owner and anyone claiming by, through, or under the Owner, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Architect's services, the project, or this Agreement, including but not limited to the tort liability or breach of contract or warranty, if any, of the Architect, the Architect officers, partners, directors, employees, agents, and independent professional associates and consultants, or any of them, shall not exceed the total compensation received by the Architect under this Agreement.

#### **Article 11 – Termination:**

- 11.1 If the OWNER fails to make payments to the ARCHITECT in accordance with this AGREEMENT, such failure shall be considered substantial nonperformance and cause for termination or, at the ARCHITECT's option, cause for suspension of performance of services under this AGREEMENT. If the ARCHITECT elects to suspend services, the ARCHITECT shall give seven (7) days written notice to the OWNER before suspending services. In the event of a suspension of services, the ARCHITECT shall have no liability to the OWNER for delay or damage caused the OWNER because of such suspension of services. Before resuming services, the ARCHITECT shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the ARCHITECT's services. The ARCHITECT's fees for the remaining services and the time schedules shall be equitably adjusted.
- 11.2 If the OWNER suspends the Project for more than 60 days, the ARCHITECT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the ARCHITECT



shall be compensated for expenses incurred in the interruption and resumption of the ARCHITECT's services. The ARCHITECT's fees for the remaining services and the time schedules shall be equitably adjusted.

- 11.3 If the OWNER suspends the Project for more than 90 cumulative days for reasons other than the fault of the ARCHITECT, the ARCHITECT may terminate this AGREEMENT by giving not less than seven (7) days written notice.
- 11.4 Either party may terminate this AGREEMENT upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the party initiating the termination.
- 11.5 The OWNER may terminate this AGREEMENT upon not less than fourteen (14) days written notice to the ARCHITECT for the OWNER's convenience and without cause.
- 11.6 In the event of termination not the fault of the ARCHITECT, the ARCHITECT shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

#### **Article 12 – Indemnification:**

- 12.1 To the greatest extent permitted by law, OWNER shall indemnify and hold harmless ARCHITECT, and its OWNERS, directors, officers, employees and consultants (all of which persons are referred to herein collectively or individually as "Indemnitees") from and against any claim, suit, demand, liability, damage, loss or expense (including attorney's fees and costs of defense) related to the design or construction of the Project except to the extent of the Indemnitees' sole negligence or willful misconduct as found by a court of competent jurisdiction.

#### **Article 13 – Insurance:**

- 13.1 Unless otherwise provided in the FEE PROPOSAL, ARCHITECT shall acquire and maintain the following insurance coverages, at the minimum limits of liability specified, with insurance companies authorized to do business in the State of California and in the location of the Project, if different, assigned an A.M. Best's rating of no less than A-(IX):
  - 13.1.1 Professional Liability Insurance with minimum of \$1,000,000 per claim, and minimum of \$2,000,000 aggregate,
  - 13.1.2 Workers Compensation insurance as required under California law,
  - 13.1.3 Commercial general and automobile liability insurance with limits of not less than \$1,000,000 combined single limit, bodily injury and property damage liability per occurrence/aggregate, including owned, non-owned and hired vehicles, blanket contractual, broad form property damage, products/completed operations and personal and advertising injury; and,
  - 13.1.4 Employer's Liability Insurance with a \$1,000,000 policy limit.
- 13.2 The commercial general and automobile liability policy shall waive all rights of subrogation, and shall be endorsed to include the OWNER to be named as an Additional Insured.



Rebecca Westover  
Mountain View Whisman School District – Huff Elementary Portable  
October 9, 2020

- 13.3 Prior to commencing work under this AGREEMENT, ARCHITECT shall provide OWNER with Certificates of Insurance evidencing compliance with the foregoing requirements.

#### Article 14 – Billing and Payments:

- 14.1 The Fee includes all amounts identified in the FEE PROPOSAL plus any subsequent adjustments to the fee approved in writing by both the OWNER and the ARCHITECT.
- 14.2 The ARCHITECT shall bill monthly for the percentage complete of each phase for services rendered the month prior. Invoices are due and payable within 30 days. Amounts not paid within the specified time period will be charged interest of 10% per annum.
- 14.3 Time-and Materials projects will bill the hours spent the prior month per the rate schedule attached to the FEE PROPOSAL
- 14.4 Time-and-Materials Not-to-Exceed projects will bill the hours spent the prior month per the rate schedule attached to the FEE PROPOSAL. Hours spent beyond the percentage completion of the project phase will not be billed until the subsequent phase.
- 14.5 Payment for any services rendered shall be construed as approval of the design intent in the documents delivered at the completion of that phase.
- 14.6 Reimbursable expenses to the Owner, Agency, and/or General Contractor to be billed as incurred.
- 14.7 Fixed Fee and Time-and-Materials, Not-to-Exceed fees for services are allocated per the following schedule

Phase	Percentage of Fee
Programming	0
Scoping/Conceptual Design	0
Schematic Design	10
Design Development	0
Construction Documents	35
Agency Review and Approval	11
Bid	8
Construction Administration	33
Project Closeout	3
Total	100%

#### Article 15 – Miscellaneous Provisions:

- 15.1 The OWNER hereby certifies, upon signing this AGREEMENT, that funds for the payment of architectural services as anticipated by this AGREEMENT are immediately available for payment of ARCHITECT's invoices for providing these services.





Rebecca Westover  
Mountain View Whisman School District – Huff Elementary Portable  
October 9, 2020

- 15.2 Where the ARCHITECT's documents incorporate, reference, or co-exist with other documents relative to the discovery, presence, handling, removal or disposal of hazardous materials or toxic substances, the ARCHITECT does so solely as an administrative function without any responsibility for the content of such documents.
- 15.3 The OWNER and ARCHITECT, respectively, bind themselves, their agents, successors, assigns and legal representatives to this AGREEMENT. Neither the OWNER nor the ARCHITECT shall assign this AGREEMENT without the written consent of the other, except that the OWNER may assign this AGREEMENT to a lender providing financing for the Project if the lender agrees to assume the OWNER's rights and obligations under this AGREEMENT.
- 15.4 Nothing contained in this AGREEMENT shall create a contractual relationship with, or a cause of action in favor of, any third party against either the OWNER or ARCHITECT.
- 15.5 This AGREEMENT shall be governed by the laws of the State of California.
- 15.6 If either party becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each party shall bear its own litigation costs and expenses, including reasonable attorneys' fees.
- 15.7 These TERMS AND CONDITIONS apply to all services rendered by the ARCHITECT on behalf of the OWNER. This includes all services identified in the initial AGREEMENT and any services agreed to by amendment to the initial AGREEMENT which may only be done through written instrument signed by both OWNER and ARCHITECT.

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ARCHITECT:  
Hibser Yamauchi Architects, Inc.  
Marcus Hibser

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OWNER:  
Mountain View Whisman School District  
Rebecca Westover

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Signature

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Signature

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Date

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Date

**AGREEMENT FOR ARCHITECTURAL SERVICES  
BY AND BETWEEN  
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT AND  
HIBSER YAMAUCHI ARCHITECTS FOR  
HUFF ELEMENTARY SCHOOL PORTABLE PROJECT**

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**CERTIFICATES**

This Agreement for Architectural Services is made as of the 5th day of November, 2020, between the **Mountain View Whisman School District**, a California public school district, ("**District**") and **Hibser Yamauchi Architects, Inc.** a California corporation ("**Architect**") (individually a "**Party**" and collectively the "**Parties**"), for the following project ("**Project**"):

Huff Elementary School Portable, located at 253 Martens Avenue, Mountain View as further described in the Project Scope attached hereto as **Exhibit A**.

The Project may include multiple components. Any one of the components or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining component(s). The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). Architect shall invoice for each component separately and District shall compensate Architect for each component separately on a proportionate basis based on the level and scope of work completed for each component.

For and in consideration of the mutual covenants herein contained, the Parties agree as follows:

#### **Article 1. Definitions**

- 1.1. In addition to the definitions above, the following definitions for words and phrases shall apply when used in this Agreement, including all Exhibits:
  - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
  - 1.1.2. **Architect:** The architect listed in the first paragraph of this Agreement, including all Consultants to the Architect, although there is no contractual relationship between the District and any Consultants employed by the Architect under terms of this Agreement.
  - 1.1.3. **As-Built Drawings ("As-Built"):** Any document prepared and submitted by District's contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by change orders.
  - 1.1.4. **Bid Set:** The plans, drawings, and specifications at the end of the Construction Documents Phase that DSA has approved and that the District can use to go out to bid for construction of the Project.
  - 1.1.5. **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated into the Conforming Set and for which DSA approval is required.
  - 1.1.6. **Construction Cost Budget:** The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget is sometimes colloquially referred to as "hard costs" and does not include the compensation of the Architect and Consultants, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
  - 1.1.7. **Consultant(s):** Any and all consultant(s), subconsultant(s), subcontractor(s), or agent(s) to the Architect. Nothing in this Agreement shall create any contractual relationship between the District and any Consultants employed by the Architect under terms of this Agreement.

- 1.1.8. **Day(s)**: Unless otherwise designated, “day(s)” means calendar day(s).
- 1.1.9. **District**: The **Mountain View Whisman School District**.
- 1.1.10. **DSA**: The Division of the State Architect.
- 1.1.11. **Project Budget**: The total amount indicated by the District for the entire Project plus all other costs, including design, construction, administration, financing, and all other costs. The Project Budget is sometimes colloquially referred to as the “hard costs” and the “soft costs.”
- 1.1.12. **Record Drawings**: A final set of drawings prepared by the Architect based upon marked-up prints, drawings, and other data furnished to Architect by Contractor that incorporates all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.13. **Service(s)**: All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.14. **Visually Verify**: To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

## **Article 2. Scope, Responsibilities, and Services of Architect**

- 2.1. Architect shall render the Services as described in **Exhibit A**, commencing with receipt of a written Notice to Proceed signed by the District representative. Architect’s Services will be completed in accordance with the schedule attached as **Exhibit C**.
- 2.2. Architect’s Services hereunder shall be provided in conjunction with contracts between the District and other Project participants including the Contractor and the District’s construction manager, if one is retained by the District for the Project.
- 2.3. Architect and its Consultants shall provide Services for a Project: (i) using its professional skill and judgment; (ii) acting with due care and in accordance with respective applicable standards of care under California law for those providing similar services for projects of the size, scope and complexity of the Project for California school districts in or around the same geographic area of the District; (iii) the terms of this Agreement; and (iv) in accordance with said standards regarding application and interpretation of applicable law, code, rule or regulation at the time the Services are rendered (collectively, “Standard of Care”).
- 2.4. Architect recognizes that the District may obtain the services of a construction manager for this Project. The construction manager, if any, would be authorized to give Architect Services authorizations, and issue written approvals and Notices to Proceed on behalf of District. The District reserves the right to designate a different construction manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the construction manager, unless that task indicates it shall be performed by the governing board of the District.
- 2.5. Architect shall provide Services that comply with professional architectural standards and applicable requirements of federal, state, and local law including, without limitation:
  - 2.5.1. Uniform Building Code, latest addition, and the California Code of Regulations, Title 24, including amendments.

- 2.5.2. Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes.
- 2.5.3. Americans with Disabilities Act.
- 2.5.4. Education Code of the State of California.
- 2.5.5. Government Code of the State of California.
- 2.5.6. Labor Code of the State of California, division 2, part 7, Public Works and Public Agencies.
- 2.5.7. Public Contract Code of the State of California.
- 2.5.8. U. S. Copyright Act.
- 2.6. **Storm Water.** Architect, through its Consultant(s), shall be the District's Qualified Storm Water Developer (QSD) and shall prepare all documents necessary for the District to be in compliance with the current Construction General Permit (CGP) of the State Water Resources Control Board.
- 2.7. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of its Services on the Project including, but not limited to, architects, mechanical, electrical, structural, fire protection, civil engineers, landscape architects, food service, low voltage, data, and telephone Consultants, and interior designers, and cost estimation providers, licensed as required by applicable law. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject the Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant(s) employed by the Architect under terms of the Agreement.
- 2.8. Architect shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.
- 2.9. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, California Department of Education (CDE), the Office of Public School Construction (OPSC), the Department of General Services (DGS), DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety, State Fire Marshal, County and City Health Inspectors and any regulatory office or agency that has authority for review and supervision of school district construction projects.
  - 2.9.1. **Architect acknowledges the provisions in Exhibit A during the Construction Administration Phase entitled "Duty to Timely Respond to DSA Inquiries."**
- 2.10. Architect shall provide Services required to obtain local agencies' approval for off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.11. Architect shall coordinate with the District's DSA Project Inspector(s).
- 2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.13. Architect shall coordinate and integrate its work with any of the following information and/or

services as provided by District:

- 2.13.1. Ground contamination or hazardous material analysis.
- 2.13.2. Any asbestos and/or lead testing, design or abatement.
- 2.13.3. Compliance with the California Environmental Quality Act ("CEQA"). Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District. If the District and/or its CEQA consultant does not provide mitigation measures to the Architect when reasonably required for incorporation into the Project design, the Architect may invoice the District for the work required to incorporate those mitigation measures as Extra Services.
- 2.13.4. Historical significance report.
- 2.13.5. Soils investigation.
- 2.13.6. Geotechnical hazard report, except as indicated in **Exhibit A**.
- 2.13.7. Topographic surveys of existing conditions.
- 2.13.8. State and local agency permit fees.
- 2.13.9. Commissioning Agent and Reports.
- 2.13.10. Testing and Inspection.

**Article 3. Architect Staff**

- 3.1. The Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. The Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Architect's Principals:	Architect's Consultants:
Principal in Charge: Marcus Hibser Project Manager: Peter Engel Project Architect(s): Other: Other: Other: Other:	Electrical: Tiffany Kane, WKM, Inc. Mechanical: Structural: Civil: Mark Sorenson, Underwood & Rosenblum Landscape: Food Service: Acoustics: Estimating: Other: Other:

- 3.3. All proposed Consultants and any Architect Consultants are subject to review and acceptance by the District prior to commencing work on the project. The District's review and approval of any replacement Consultant is required prior to commencing work on the Project. The District reserves

the right to replace any consultant in the best interest of the Project.

- 3.4. The Architect shall not change any of the key personnel listed above without prior notice to and written approval by District, unless said personnel cease to be employed by Architect. In either case, District shall be allowed to interview and approve replacement personnel.
- 3.5. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Architect shall have five (5) days to remove that person from the Project and replace that person with personnel acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and shall be subject to all conditions previously stated in this paragraph.
- 3.6. Architect represents that the Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of the Services and that no person having any such interest shall be employed by Architect.
- 3.7. Architect shall comply with Education Code section 17302(a) and agrees that any plans, specifications and/or included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

#### **Article 4. Schedule of Services / Term**

- 4.1. The Architect shall commence Services under this Agreement upon receipt of a Notice to Proceed and shall perform the Services diligently as described in Exhibit A, so as to proceed with and complete the Services in compliance with the schedule in Exhibit C. Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's and/or its consultant(s)' reasonable control.
- 4.2. **Term.** The Architect shall commence providing Services upon the execution of this Agreement and will diligently perform as required and continue performance until the Project is completed ("**Term**") or the Agreement is terminated as indicated herein, whichever is earlier. The Term is further detailed in the schedule in **Exhibit C**. The Parties agree that if this Agreement is in any way voided by an action based on Education Code section 17596, to the extent permitted by applicable law, the Parties will enter into and approve subsequent agreement(s), addenda, or amendment(s) for terms of up to 5 years each and under the same terms and conditions of this Agreement. The Architect is not due any additional compensation or Fee if the Term is longer than indicated herein and acknowledges that its Fee is based on the Architect performing the Services and all tasks within the Services and not based on the length of time to perform those Services or for the design or construction of the Project. The Architect's Fee is as indicated herein and in **Exhibit D**.

#### **Article 5. Construction Cost Budget**

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with the **Exhibit A**, the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and the construction manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit A**, including all plans, designs, drawings, specifications and other construction documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. The Architect shall maintain cost controls throughout the Project to

deliver the Project within the Construction Cost Budget.

5.3. The District is relying on the Architect's expertise regarding the cost of construction. If any of the following events occur:

- The lowest responsive base bid received exceeds the Construction Cost Budget by ten percent (10%) or more; or
- The combined total of base bid and all additive alternates is ten percent (10%) or more below the Construction Cost Budget; or
- The Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy;

Then the District, in its sole discretion, has one or a combination of the following alternatives:

- 5.3.1. Give the Architect written approval on an agreed adjustment to the Construction Cost Budget.
- 5.3.2. Authorize the Architect to assist the District to re-negotiate, when appropriate, and/or participate in re-bidding or requesting new proposals for the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
- 5.3.3. Terminate this Agreement if the Project is abandoned, without further obligation by either Party.
- 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District. The modification of Construction Documents shall be the limit of the Architect's responsibility arising out of the establishment of a Construction Cost Budget. All other obligations of the Architect, including construction administration services, remain as stated in the Agreement.

## **Article 6. Fee and Method of Payment**

- 6.1. The Fee is as defined in **Exhibit D**. District shall pay Architect the Fee pursuant to the provisions of **Exhibit D**.
- 6.2. Architect shall bill its work under this Agreement in accordance with **Exhibit D**.
- 6.3. No increase in Fee will be due from change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.4. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit D**.
- 6.5. Regardless of the structure of Architect's Fee, the Architect's Fee will be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement. District shall pay for Services authorized and performed prior to the notice to Architect of a reduction



as indicated here.

#### **Article 7. Payment for Extra Services or Changes**

District-authorized services outside of the scope in **Exhibit A** or District-authorized reimbursables not included in Architect's fee are "Extra Services." Any charges for Extra Services shall be paid by the District as described in **Exhibit B** only upon certification that the claimed Extra Services was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the District or the District's authorized representative, the District will not be obligated to pay for that service. The foregoing provision notwithstanding, the District will pay the Architect as described in **Exhibit "B"** for Extra Services that the District or the District's authorized representative verbally requests, provided that the Architect confirms each request in writing pursuant to the notice requirements of this Agreement, provides the District the opportunity to rescind or otherwise clarify the nature and/or scope of the request after receipt of notice, and Architect proceeds with those Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

#### **Article 8. Ownership of Data**

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for District to use, at its discretion, all plans, including, but not limited to, record drawings, specifications, and estimates that the Architect or its Consultants, prepares or causes to be prepared pursuant to this Agreement.
- 8.2. The Architect retains all rights to all copyrights, designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that the Architect or its Consultants prepares or causes to be prepared pursuant to this Agreement.
- 8.3. The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting (CADD) (e.g., AutoCAD) Technology. The Architect shall deliver to the District, on request, a "thumb" drive or other District-approved media, electronic transfer or weblink, with these documents and that is compatible with the most current version of AutoCAD. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4. In order to evidence what CADD information was provided to the District, Architect and District shall each sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by any person other than the Architect or Consultant(s) subsequent to it being provided to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, the Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service") in an electronic format requested by District and which the District shall have the right to utilize in any way permitted by statute:
  - 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
  - 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.

- 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF and/or DWG format of the site plan, floor plans (architectural, plumbing, structural mechanical and electrical), roof plan, sections and exterior elevations of the Project.
- 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
- 8.6. In the event the District changes or uses any fully or partially completed documents without the Architect's knowledge and participation, the District agrees to release Architect of responsibility for those changes, and shall indemnify the Architect harmless from and against any and all claims, including, but not limited to, reasonable attorneys' fees, on account of any damages or losses to property or persons, including injuries or death, arising out of that change or use except to the extent the Architect is found to be liable in a forum of competent jurisdiction. In the event District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify the Architect and the Architect's Consultants.

#### **Article 9. Termination of Agreement**

- 9.1. If Architect fails to perform the Services to the reasonable satisfaction of the District and as required by this Agreement, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice District for all Services performed until the date of the notice of termination. District shall have the right to withhold payment and deduct from Architect's invoice, any amounts equal to District's costs caused by Architect's negligent errors or omissions, recklessness, or willful misconduct. The District may, at its discretion, provide the Architect time to cure its default or breach.
- 9.2. District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District according to the percentage completed based on Exhibit D and District shall pay all undisputed invoice(s) for Services performed until the date of District's written notice of termination, not to exceed the Fee.
- 9.3. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of the termination.
- 9.4. The Architect has the right to terminate this Agreement if the District fails to make payment of undisputed amounts due to Architect hereunder. That termination shall be effective on the date District receives written notice of the termination from Architect. Architect may invoice District according to the percentage completed based on Exhibit D and District shall pay all undisputed invoice(s) for Services performed until the Architect's notice of termination, not to exceed the Fee.
- 9.5. If, at any time in the progress of the Design of the Project, the governing board of the District determines that the Project should be terminated, the Architect, upon written notice from the District of a termination, shall immediately cease performing Services. The District shall pay the Architect only the fee associated with the Services performed, from Architect's last paid invoice up to the date of the notice of termination, not to exceed the Fee.
- 9.6. If the District suspends the Project for more than one hundred twenty (120) consecutive days, the

Architect shall be compensated for Services performed prior to the notice of suspension. When the Project is resumed, the schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. If the District suspends the Project for more than eighteen (18) months, the Architect may terminate this Agreement by giving written notice.

#### **Article 10. Architect Indemnity**

10.1. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify, protect, defend and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Architect, its directors, officials, officers, employees, contractors, subcontractors, Consultants or agents arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes Architect's liability as to the active or sole negligence or willful misconduct of the District.

10.2. The following shall be Claims, to the extent they satisfy the definition of Claims herein:

10.2.1. **The cost of Project delays.** Without limiting Architect's liability for indirect cost impacts due to Project delays, the direct costs for which the Architect shall be liable shall be proportionate to the amount the District is liable to the Project contractor(s), subcontractor(s), suppliers, inspector(s), construction manager(s) for the Project delays, including the proportionate cost of interim housing necessitated by Project delays, to the extent that the Project delays arise out of, pertain to, relate to or result from the negligent errors or omissions, recklessness, or willful misconduct of Architect in the performance of any Services that falls below the Standard of Care as defined herein.

10.2.2. **The cost of construction change orders for errors and omissions.** Without limiting Architect's liability for indirect cost impacts, the direct costs for which the Architect shall be liable shall equal the difference between the cost of the change order(s) and the reasonable cost of the work had that work been a part of the originally prepared construction documents, to the extent that the change order(s) arise out of, pertain to, relate to or result from the negligent errors or omissions, recklessness, or willful misconduct of Architect in the performance of any Services that falls below the Standard of Care as defined herein.

These amounts may be paid by Architect to District or the District may in reasonable good faith withhold those costs from amounts owing to Architect, pending resolution of the dispute.

10.3. Architect's duty to indemnify and defend under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until any such Claim(s) are barred by the applicable statute of limitations and is in addition to any other rights or remedies that the District may have under the law or under this Agreement.

10.4. The Architect's duty to defend shall begin upon the District's notification to the Architect of a Claim. At that time, the Architect shall pay for that defense at its sole cost. At the resolution of a Claim, either by dispute resolution, settlement, litigation, arbitration or otherwise, the District and Architect shall base their proportionate percentage of fault for the Claim either upon (1) the determination of a third-party neutral that adjudicated or settled the claim (e.g., a mediator, an arbitrator, a judge, etc.)

or (2) if no determination was made, based on a good faith determination of the District and the Architect. At that time the Parties shall determine the cost to defend that is chargeable to the Architect and a payment from one Party to the other Party shall be made within sixty (60) days to satisfy that reconciliation.

#### **Article 11. Mandatory Mediation for Claims**

- 11.1. The Parties hereto agree prior to commencing any legal action relating to any Claim, as defined herein, to submit the Claim to a mandatory good-faith mediation process ("Mediation"). The Parties' expectations are that if the Claim is made by a third party (e.g., a contractor), that the third party will be a participant in that Mediation. The Parties agree that any statute of limitations applicable to any Claim shall be tolled for the period from the date a Party requests Mediation through fourteen (14) days after termination of the Mediation, unless otherwise agreed to by the Parties.
- 11.2. Except as set forth below, the Parties agree to refrain from filing, maintaining or prosecuting any action related to the Claim during the pendency of the Mediation provided that the Mediation must commence within thirty (30) days after a Party makes written demand to the other for Mediation.
- 11.3. The Parties shall participate in a minimum of one full-day mediation session before the Mediation may be declared unsuccessful and terminated by either Party. The Mediation shall be conducted in accordance with the rules as the Parties agree upon, or in the absence of agreement, in accordance with the Commercial Mediation Rules of JAMS/Endispute. Evidence of anything said, any admissions made, and any documents prepared in the course of the Mediation shall not be admissible in evidence or subject to discovery in any court action pursuant to Evidence Code Section 1152.5.
- 11.4. The Parties shall mutually agree to the selection of a mediator who is an attorney that is experienced in public works construction claims. If the Parties are unable to agree upon a mediator, then the mediator shall be appointed by JAMS/Endispute.
- 11.5. The Mediation shall take place at a location within twenty (20) miles of the District's administrative office. The mediator's fees and administrative fees, if any, shall be split equally between the Parties, but, unless otherwise agreed to in writing, each Party shall bear its own attorney's fees.
- 11.6. If any Party commences a legal action without first attempting to resolve the Claim as required by this Article 11, that Party shall be in breach of this Agreement and shall not be entitled to recover attorney's fees that might have otherwise been recoverable.
- 11.7. This mandatory mediation process shall only apply to Claims pursuant to the Architect Indemnity provision herein and shall not apply to any disputes to be resolved pursuant to the Alternative Dispute Resolution provision herein.

#### **Article 12. Fingerprinting**

Architect has read and understands Education Code section 45125.2 and acknowledges that, according thereto, the Parties have determined and agreed that the Services provided by the Architect, Consultants, and their employees will have only limited contact with pupils at most. Architect agrees that it is responsible for complying with Education Code section 45125.1 throughout the completion of the Services. Architect shall promptly notify District in writing of any facts or circumstances which might reasonably lead District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).

#### **Article 13. Responsibilities of the District**

- 13.1. The District shall examine the documents submitted by the Architect and shall render any decision(s) required of District, in a timely manner to avoid unreasonable delay in the performance of Architect's Services.
- 13.2. The District shall verbally or in writing advise the Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide a notice shall not relieve Architect of its responsibility therefore, if any.
- 13.3. Unless the District and the Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when those services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to these matters which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall indicate that the specifications prepared by District's consultant relating to these matters, are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The bid documents shall also direct questions about the specifications to the consultant that prepared the specifications.
- 13.4. District personnel and/or its designated representatives shall coordinate with Architect as may be requested and beneficial for the coordination or management of work related to the Project.
- 13.5. The District shall timely provide to the Architect all relevant information in its possession regarding the Project that is necessary for performance of Architect's Services.
- 13.6. The District shall pay all fees required by agencies having jurisdiction over the Project.

**Article 14. Liability of District**

- 14.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed.
- 14.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees and Consultants, even though the equipment may be furnished or loaned to Architect by District.

**Article 15. Nondiscrimination**

- 15.1. Architect agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected characteristic of a person.
- 15.2. Architect shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.

**Article 16. Insurance**

- 16.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit E**.
- 16.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit E**.

**Article 17. Covenant Against Contingent Fees**

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Fee or consideration or to recover the full amount of a fee, commission, percentage fee, gift, or contingency.

**Article 18. Entire Agreement/Modification**

- 18.1. This Agreement, including the Exhibits incorporated by reference into this Agreement, is considered a completely integrated agreement, supersedes all previous contracts or agreements of any kind, oral or written, and constitutes the entire understanding an agreement of the Parties hereto. No extrinsic evidence of any kind or character may be admitted to alter or amend the terms of this completely integrated agreement, unless evidenced by an amendment to the Agreement as provided for herein. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement.
- 18.2. This Agreement shall not include or incorporate the terms of any proposal, general conditions, conditions, master agreement, or any other terms or documents prepared by the Architect. The attachment of any Architect-prepared document to this Agreement shall not be interpreted or construed to incorporate those terms into this Agreement, unless the District approves of that incorporation in a separate writing signed by the District. If proposals, quotes, statement of qualifications, or other similar documents prepared by the Architect are incorporated into this Agreement, then that incorporation shall be limited to those terms that describe only the Architect's scope of work, rates, price, and schedule.

**Article 19. Non-Assignment of Agreement**

This Agreement is intended to secure the specialized Services of the Architect. Therefore, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any purported assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any purported assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void.

**Article 20. Law, Venue**

- 20.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and

governed by the laws of the State of California.

- 20.2. The county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

## **Article 21. Alternative Dispute Resolution**

### **21.1. Architect's Invoices.**

21.1.1. If the District disapproves of any portion or amount(s) of the Architect's invoices, the District shall within thirty (30) days of receipt by the District of any of the Architect's invoices, communicate to the Architect in writing, with reasonable detail, the portion or amount of the Architect's invoices that are disapproved for payment, the portion or amount of the Architect's invoices that are approved for payment, and the basis for the District's disapproval of the disputed portion(s) or amount(s) of the Architect's invoices ("Disputed Architect Invoice Detail").

21.1.2. If the Architect disagrees with the Disputed Architect Invoice Detail, the Architect shall communicate to the District in writing, and request to meet and confer in good faith with respect to the Disputed Architect Invoice Detail, to determine if the disagreement can be resolved. The meet and confer shall be scheduled to occur within thirty (30) days of Architect's request. The meet and confer shall include, but are not limited to, face-to-face meeting(s) with the appropriate District and Architect personnel as appropriate and necessary.

21.1.3. If the Parties cannot resolve the matter during this meet and confer process, the Parties shall handle the matter as a "dispute" as provided herein.

21.2. Disputes between the parties arising out of this Agreement shall be resolved by the following processes:

21.2.1. **Negotiation.** The parties shall first attempt in good faith to resolve any dispute arising out of or relating to this Agreement by negotiation. The Parties' meet and confer process for Disputed Architect Invoice Detail as detailed above, shall satisfy this negotiation requirement.

21.2.2. **Mediation.** Within thirty (30) days following the earlier of receipt of notice by one Party from the other Party of a demand for mediation, the Parties shall:

21.2.2.1. Administer the dispute pursuant to the Mandatory Mediation provisions indicated herein, or

21.2.2.2. If there are no other parties involved, administer the dispute pursuant to non-binding mediation administered in accordance with the Commercial Mediation Rules of JAMS/Endispute, unless waived by mutual stipulation of both Parties.

21.2.3. **Litigation.** Disputes arising from this Agreement that cannot be settled through negotiation or mediation (after those processes have been exhausted) shall be litigated in the California Superior Court in the county in which the Project that is the subject of this Agreement is located.

21.3. Architect shall neither rescind nor stop the performance of its Services pending the outcome of any dispute.

## **Article 22. Severability**

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

## **Article 23. Employment Status**

- 23.1. Architect shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which the Architect performs the Services; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 23.2. Architect understands and agrees that the Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 23.3. Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.
- 23.4. Should a relevant taxing authority determine a liability for Services performed by Architect for District, upon notification of such fact by District, Architect shall promptly remit such amount due or arrange with District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against that liability).
- 23.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect was not an employee.
- 23.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

## **Article 24. Warranty and Certification of Architect**

- 24.1. Architect warrants and certifies that the Architect is properly certified and licensed under the laws and regulations of the State of California to provide the Services that it has agreed to perform.
- 24.2. Architect warrants and certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-



insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services.

- 24.3. Architect warrants and certifies that it is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). Since the Architect is performing Services as part of an applicable “public works” or “maintenance” project, and since the total compensation is One Thousand Dollars (\$1,000) or more, the Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all applicable Prevailing Wage Laws. Architect shall ensure that it and its Consultants comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5.

**Article 25. Cost Disclosure - Documents and Written Reports**

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Agreement exceeds Five Thousand Dollars (\$5,000).

**Article 26. Notices and Communications**

Notices and communications between the Parties may be sent to the following addresses:

**District:**

Mountain View Whisman School District  
1400 Montecito Ave.  
Mountain View, CA 94043  
ATTN: Ayinde Rudolph  
Telephone: 650-526-3500

**Architect:**

Hibser Yamauchi Architects, Inc.  
300 27<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Oakland, CA 94612  
Attn: Marcus Hibser  
Telephone: 510-446-2222

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the day after delivery.

**Article 27. Disabled Veteran Business Enterprise Participation**

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the “Act”). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, the Architect, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount paid to DVBEs in conjunction with the Agreement, and documentation demonstrating the Architect’s good faith efforts to meet these DVBE goals.

**Article 28. District’s Right to Audit**

- 28.1. District retains the right to review and audit, and the reasonable right of access to Architect’s and any Consultant’s premises to review and audit the Architect’s compliance with the provisions of this Agreement (“District’s Audit Right”). The District’s Audit Right includes the right to inspect, photocopy, and to retain copies, outside of the Architect’s premises, of any and all Project-related records, documents and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

- 28.2. The District's Audit Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines are necessary to discover and verify that the Architect is in compliance with the requirements of this Agreement.
- 28.3. If there is a claim for additional compensation or for Extra Services, the District's Audit Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 28.4. The Architect shall maintain complete and accurate records for a minimum of seven (7) years and in accordance with generally accepted accounting practices in the industry. The Architect shall make available to the District for review and audit, all Project related accounting records and documents, and any other financial data. Upon District's request, the Architect shall submit exact duplicates of originals of all requested records to the District.
- 28.5. The Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that this Article is binding upon all Consultants.
- 28.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related documents, records and information.
- 28.7. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of more than Ten Thousand Dollars (\$10,000), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of the District, or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement.

#### **Article 29. Other Provisions**

- 29.1. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Architect's failure to perform any of the Services to the Standard of Care as defined herein.
- 29.2. Each Party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each Party acknowledges that the drafting of this Agreement was the product of negotiation, that no Party is the author of this Agreement, and that this Agreement shall not be construed against any Party as the drafter of the Agreement.
- 29.3. The Architect shall issue a credit to the District as an offset to the Architect's Fee, an amount equal to fifty percent (50%) of the actual tax benefit derived by the Architect or its shareholders based on the Project per Internal Revenue Code Section 179(D) (The energy efficient commercial buildings deduction).
- 29.4. The Architect acknowledges that the District is a public agency that is subject to heightened curiosity by the news media and the public and that the Architect may not be apprised of all facts surrounding the Project that Architect is working on. Accordingly, Architect shall promptly refer all inquiries from the news media or public concerning this Agreement or its performance under the Agreement to the District, and Architect shall not make any statements or disclose any documents to the media or the public relating to the performance under this Agreement or the effects caused thereby. If Architect

receives a complaint from a citizen or member of the public concerning the performance or effects of this Agreement, it shall promptly inform the District of that complaint. In its sole discretion, the District shall determine the appropriate response to the complaint.

- 29.5. **Confidentiality.** Architect, and its Consultants, and employee(s) shall maintain the confidentiality of all information received in the course of performing the Services. Architect understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 29.6. All Exhibits and all Certificates attached hereto are hereby incorporated by this reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

Dated: \_\_\_\_\_, 20\_\_

Dated: \_\_\_\_\_, 20\_\_

**Mountain View Whisman School District**

**Hibser Yamauchi Architects**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

## EXHIBIT A

### RESPONSIBILITIES AND SERVICES OF ARCHITECT

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**Project Description.** The Project shall include the design of the following at Huff Elementary School ("School Site(s)"):

- Installation of one 960sf portable classroom building

Architect shall provide all professional services necessary for completing the following:

#### 1. BASIC SERVICES

Architect agrees to provide the services described below:

- 1.1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all Master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services.
- 1.2. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available;
  - 1.2.1. Physical characteristics;
  - 1.2.2. Legal limitations and utility locations for the Project site(s);
  - 1.2.3. Written legal description(s) of the Project site(s);
  - 1.2.4. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
  - 1.2.5. Adjacent drainage;
  - 1.2.6. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
  - 1.2.7. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;

- 1.2.8. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
- 1.2.9. Surveys, reports, as-built drawings; and
- 1.2.10. Subsoil data, chemical data, and other data logs of borings.

Architect shall Visually Verify this information and all existing utilities related to the Project, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design or if the Architect requires a topographical survey; geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, the Architect shall request that the District acquire that information at the soonest possible time after Architect becomes aware that this additional information is needed. If the Parties mutually agree, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

- 1.3. **Technology Backbone.** Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with the District's Information Technology Department and/or the District's technology consultant, and lay out any included technology backbone system. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. Architect and consultant(s) shall prepare and be responsible for documents prepared by the Architect based on the information provided by the District's technology consultant as appropriate to the level of design completion.

- 1.4. **Interior Design.** Provide interior design and other similar services required for or in connection with selection and color coordination of materials. Architect is required to coordinate the placement of furniture, equipment layout, or schematic space allocation. The District shall procure furnishings and moveable equipment. Advise the District on lead times and availability of all Project equipment, materials, supplies, and furnishings to ensure that all of these will be available to the District in a timely fashion so as to not delay the Project and/or delay the District's beneficial occupancy of the Project.

- 1.5. **Mandatory Assistance**

Except for Claims as defined in this Agreement, if a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

The District will compensate the Architect for fees incurred for providing Mandatory Assistance as Extra Services under Exhibit B. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the negligent acts, errors, or omissions of the Architect, its agents,

officers, and employees, the Architect shall reimburse the District based on its final determined percentage of proportionate fault. The determination of Architect's proportionate percentage of fault shall be determined consistent with the procedure set forth in the "Architect Indemnity" provisions of this Agreement. The District is then entitled to reimbursement of all fees paid to the Architect, its agents, officers, and employees for Mandatory Assistance.

#### 1.6. **Oversight and Inspection Requirements**

- 1.6.1. The Architect agrees and acknowledges that the Architect must comply with all applicable DSA requirements, including the requirements of the most recent versions (including any updates to any of these documents made by DSA during the performance of the Services) of DSA documents PR 13-01 (Procedure: Construction Oversight Process) attached hereto as **Exhibit F ("PR 13-01")**, IR A-6 (Interpretation of Regulations: Construction Change Document Submittal and Approval Process) attached hereto as **Exhibit G ("IR A-6")**, DSA Form 3 (Project Submittal Checklist) attached hereto as **Exhibit H ("Form 3")**, and all other applicable documents and requirements.
- 1.6.2. **Distribution of CCD Category A Documents:** The Architect shall provide the Contractor and Project Inspector with DSA approved CCD Category A prior to commencement of work shown thereon.
- 1.6.3. **CCD Category A Statement in Final Verified Report.** The final verified report (form DSA-6A/E) from the Architect must include a statement that all changes to or affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project have been approved by DSA.

## 2. **PRE-DESIGN AND START-UP SERVICES**

### 2.1. **Project Initiation**

Upon final execution of the Agreement with the District, the Architect shall:

- 2.1.1. Within the first week following execution of the Agreement, review the proposed Schedule of Work set forth in Exhibit C to the Agreement and prepare a detailed scope of work list and work plan for documentation in a computer-generated Project schedule to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for the review and approval by the District and by all regulatory agencies and additional definition of deliverables.
- 2.1.2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

### 2.2. **Development of Architectural Program**

The Architect shall prepare for the District's review an architectural program as follows:

- 2.2.1. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data

pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.

- 2.2.2. Review DSA codes pertaining to the proposed Project design.
- 2.2.3. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- 2.2.4. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.
- 2.2.5. Administer Project as required to coordinate work with the District and between Consultants.
- 2.2.6. Construction Cost Budget
  - 2.2.6.1. Architect shall have responsibility to further develop review, and reconcile the Construction Cost Budget within the parameters of the Project Budget established in the District's implementation plan. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional architectural programs as approved by the District. The following conditions apply to the Construction Cost Budget prepared by the Architect:
    - 2.2.6.1.1. All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and its representatives.
    - 2.2.6.1.2. Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.
    - 2.2.6.1.3. Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.
    - 2.2.6.1.4. The Architect shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.
    - 2.2.6.1.5. One week prior to submittal of documents, the Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
    - 2.2.6.1.6. Mechanical, electrical, civil, landscape and estimating consultant(s) shall participate in the progress meeting as appropriate and shall

provide input and feedback into the development of the Construction Cost Budget.

- 2.2.6.2. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

### **2.3. Presentation**

Architect along with any involved consultant(s) shall present and review with the District and, if directed, with it's the District's governing board, the summary and detail of work involved in this Phase, including two dimensional renderings of any proposed facility suitable for public presentation.

### **2.4. Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one copy of each item in electronic format:

- 2.4.1. Two copies of Architectural Program (Include comparison between developed program and "model" program, include narrative explaining any substantial deviations);
- 2.4.2. Two copies of Site Plan;
- 2.4.3. Two copies of revised Construction Cost Budget;
- 2.4.4. Two copies of final Schedule of Work;
- 2.4.5. Two copies of meeting Reports/Minutes from Kick-off and other meetings;
- 2.4.6. Two copies of renderings provided to District for public presentation.

### **2.5. Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

## **3. SCHEMATIC DESIGN PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

- 3.1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
- 3.2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.



### **3.3. Architectural**

- 3.3.1. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
- 3.3.2. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
- 3.3.3. As applicable, identify proposed roof system, deck, insulation system and drainage technique.
- 3.3.4. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
- 3.3.5. Identify code requirements, include occupancy classification(s) and type of construction.

### **3.4. Structural**

- 3.4.1. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists); with preliminary sizing identified.
- 3.4.2. Identify foundation systems (including fill requirements, piles, caissons, spread footings); with preliminary sizing identified.

### **3.5. Mechanical**

- 3.5.1. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.
- 3.5.2. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- 3.5.3. Show selected system on drawings as follows:
  - 3.5.3.1. Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
  - 3.5.3.2. Location and preliminary sizing of all major equipment and duct work in allocated spaces.
  - 3.5.3.3. Schematic piping.
  - 3.5.3.4. Temperature control zoning.
- 3.5.4. Provide design criteria to include the intent base of design for the projects.
- 3.5.5. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

**3.6. Electrical**

- 3.6.1. Calculate overall approximate electrical loads.
- 3.6.2. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
- 3.6.3. Show system(s) selected on drawings as follows:
  - 3.6.3.1. Single line drawing(s) showing major distribution system.
  - 3.6.3.2. Location and preliminary sizing of all major electrical systems and components including:
    - 3.6.3.2.1. Load centers.
    - 3.6.3.2.2. Main panels.
    - 3.6.3.2.3. Switch gear.
- 3.6.4. Provide design criteria to include the intent base of design for the projects.
- 3.6.5. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

**3.7. Civil**

- 3.7.1. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- 3.7.2. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.
- 3.7.3. Coordinate finish floor elevations with architectural site plan.

**3.8. Landscape**

Develop and coordinate landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

**3.9. Specifications**

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents ("Division 0" documents) and Division 1 documents as part of its work under the Agreement.

**3.10. Construction Cost Budget**

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

3.10.1. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.

3.10.1.1. General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.

3.10.2. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.

3.10.3. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

3.10.4. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

3.10.5. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

3.10.6. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

### 3.11. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated and requested by District and School Site staff as necessary, conduct meetings, site visits, and workshops. Architect shall take part in any and all reasonably necessary meetings requested by District and School Site staff during the Schematic Design Phase.

### 3.12. **Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

3.12.1. Two copies of breakdown of Construction Cost Budget as prepared for this Phase;

3.12.2. Two copies of meeting Reports/Minutes;

3.12.3. Two copies of Schematic Design Package with alternatives;

3.12.4. Two copies of a statement indicating changes made to the Architectural Program and Schedule;

- 3.12.5. Two copies of DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

**3.13. Presentation**

- 3.13.1. Architect shall present and review with the District the detailed Schematic Design.
- 3.13.2. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

**3.14. District Sign Off**

- 3.14.1. Architect shall not begin Design Development Phase services until the District has approved of the Schematic Design Package in writing.

**4. DESIGN DEVELOPMENT PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare from the accepted deliverables from the Schematic Design Phase the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of work:

**4.1. Architectural**

- 4.1.1. Scaled, dimensioned floor plans with final room locations including all openings.
- 4.1.2. 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- 4.1.3. Identification of all fixed equipment to be installed in contract.
- 4.1.4. Site plan completely drawn with beginning notes and dimensions including grading and paving.
- 4.1.5. Preliminary development of details and large scale blow-ups.
- 4.1.6. Legend showing all symbols used on drawings.
- 4.1.7. Floor plans identifying all fixed and major movable equipment and furniture.
- 4.1.8. Further refinement of Outline Specification for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- 4.1.9. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
  - 4.1.9.1. Light fixtures.
  - 4.1.9.2. Ceiling registers or diffusers.
  - 4.1.9.3. Access Panels.

**4.2. Structural:**

- 4.2.1. Structural drawing with all major members located and sized.
- 4.2.2. Establish final building and floor elevations.
- 4.2.3. Preliminary specifications.
- 4.2.4. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

**4.3. Mechanical**

- 4.3.1. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
- 4.3.2. Major mechanical equipment should be scheduled indicating size and capacity.
- 4.3.3. Ductwork and piping should be substantially located and sized.
- 4.3.4. Devices in ceiling should be located.
- 4.3.5. Legend showing all symbols used on drawings.
- 4.3.6. More developed Outline Specifications indicating quality level and manufacture.
- 4.3.7. Control Systems to be identified.
- 4.3.8. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

**4.4. Electrical**

- 4.4.1. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.
- 4.4.2. All major electrical equipment should be scheduled indicating size and capacity.
- 4.4.3. Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.
- 4.4.4. Legend showing all symbols used on drawings.
- 4.4.5. More developed and detailed Outline Specifications indicating quality level and manufacture.
- 4.4.6. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

**4.5. Civil**

- 4.5.1. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.
- 4.5.2. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

**4.6. Landscape**

Further refinement of Schematic Design concepts. Includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

**4.7. Bid Documents**

Architect shall review and comment on District's construction bid contracts and contract documents ("Division 0" documents and "Division 1" documents) as part of its work under the Agreement.

**4.8. Construction Cost Budget**

- 4.8.1. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget:
- 4.8.2. Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups, and general conditions shall be listed separately.
- 4.8.3. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- 4.8.4. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- 4.8.5. At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

**4.9. Deliverables and Numbers of Copies**

- 4.9.1. Two copies of Design Development drawing set from all professional disciplines necessary to deliver the Project;
- 4.9.2. Two copies of Specifications;
- 4.9.3. Two copies of revised Construction Cost Budget;

- 4.9.4. Two copies of DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

**4.10. Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated and requested by District and School Site staff as necessary, conduct meetings, site visits, and workshops. Architect shall take part in any and all reasonably necessary meetings requested by District and School Site staff during the Design Development Phase.

**4.11. District Sign Off**

Architect shall not begin Design Development Phase services until the has approved the Design Development floor plan in writing.

**5. CONSTRUCTION DOCUMENTS PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work:

**5.1. Construction Documents ("CD") 50% Stage:**

**5.1.1. General**

Prior to listing any specific equipment, material, supply, or furnishing, Architect shall verify, list and identify lead times and availability of all Project equipment, materials, supplies, and furnishings and ensure that all of these will be available to the contractor(s) in a timely fashion so as to not delay the Project and/or delay the District's beneficial occupancy of the Project. The Architect shall also provide other options to the District regarding other possible and more available equipment, materials, supplies, or furnishings.

**5.1.2. Architectural**

5.1.2.1. Site plan developed to show building location, and major site elements.

5.1.2.2. Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.

5.1.2.3. Architectural details and large blow-ups started.

5.1.2.4. Well developed finish, door, and hardware schedules.

5.1.2.5. Fixed equipment details and identification started.

- 5.1.2.6. Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
- 5.1.3. Structural
  - 5.1.3.1. Structural floor plans and sections with detailing well advanced.
  - 5.1.3.2. Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
  - 5.1.3.3. Completed cover sheet with general notes, symbols and legends.
- 5.1.4. Mechanical
  - 5.1.4.1. Mechanical calculations virtually completed with all piping and ductwork sized.
  - 5.1.4.2. Large scale mechanical details started.
  - 5.1.4.3. Mechanical schedule for equipment substantially developed.
  - 5.1.4.4. Complete design of Emergency Management System (“EMS”).
- 5.1.5. Electrical
  - 5.1.5.1. Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.
  - 5.1.5.2. Distribution information on all power consuming equipment; lighting and device branch wiring development well started.
  - 5.1.5.3. All electrical equipment schedules started.
  - 5.1.5.4. Special system components approximately located on plans.
  - 5.1.5.5. Complete design of low voltage system. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.
- 5.1.6. Civil
  - 5.1.6.1. All site plans, site utilities, parking, walkway, and roadway systems updated to reflect update revisions from Design Development Phase Documents, including all topographical and major site elements and existing/proposed contour lines.
  - 5.1.6.2. Site utility plans started.
- 5.1.7. Landscape

All landscape, hardscape, and irrigation plans updated to reflect update revisions from Design Development Phase Documents.
- 5.1.8. Construction Cost Budget



5.1.8.1. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development Phase revisions to the Construction Cost Budget. Architect shall provide a Construction Cost Budget sorted by the Project Bid Packages.

5.1.8.2. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

5.1.8.3. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

5.1.8.4. At this stage of the design, the Construction Cost Budget may include design contingencies of no more than 5% in the cost estimates.

5.1.9. Specifications

More than fifty percent (50%) complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

5.1.9.1. No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

5.1.9.1.1. The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400, or

5.1.9.1.2. The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code, section 3400

5.1.9.2. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.

5.1.9.3. Specifications shall be in CSI format.

5.1.10. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

5.1.10.1. Two copies of reproducible copies of working drawings;

5.1.10.2. Two copies of specifications;

5.1.10.3. Two copies of statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

5.1.10.4. Two copies of a statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the

previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

**5.1.11. District Sign Off**

Architect shall not begin Construction Documents – 100% / Completion Stage services until the District has approved the then current fixtures, equipment, and finishes prepared by Architect in writing.

**5.2. Construction Documents – 100% / Completion Stage:**

**5.2.1. Architectural**

5.2.1.1. Completed site plan.

5.2.1.2. Completed floor plans, elevations, and sections.

5.2.1.3. Architectural details and large blow-ups completed.

5.2.1.4. Finish, door, and hardware schedules completed, including all details.

5.2.1.5. Fixed equipment details and identification completed.

5.2.1.6. Reflected ceiling plans completed.

**5.2.2. Structural**

5.2.2.1. Structural floor plans and sections with detailing completed.

5.2.2.2. Structural calculations completed.

**5.2.3. Mechanical**

5.2.3.1. Large scale mechanical details complete.

5.2.3.2. Mechanical schedules for equipment completed.

5.2.3.3. Completed electrical schematic for environmental cooling and exhaust equipment.

5.2.3.4. Complete energy conservation calculations and report.

**5.2.4. Electrical**

5.2.4.1. Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.

5.2.4.2. Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

5.2.4.3. All electrical equipment schedules completed.

5.2.4.4. Special system components plans completed.

5.2.4.5. Electrical load calculations completed.

5.2.5. Civil

All site plans, site utilities, parking and roadway systems completed.

5.2.6. Construction Cost Budget

5.2.6.1. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the 50% Construction Documents Phase revisions to the Construction Cost Budget.

5.2.6.2. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

5.2.6.3. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

5.2.6.4. At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

5.2.7. Specifications

5.2.7.1. Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

5.2.7.2. No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

5.2.7.2.1. The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400; or

5.2.7.2.2. The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code, section 3400.

5.2.7.3. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.

5.2.7.4. At one hundred percent (100%) review, District shall review the specifications and shall direct Architect to make corrections at no cost to the District.

5.2.7.5. Coordination of the Specifications with specifications developed by other disciplines.

5.2.7.6. Specifications shall be in CSI format.

5.2.8. **Constructability Review**

The District and/or its designee shall conduct a construction review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report.

5.2.9. **Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

5.2.9.1. Two copies of reproducible copies of working drawings;

5.2.9.2. Two copies of specifications;

5.2.9.3. Two copies of engineering calculations;

5.2.9.4. Two copies of revised Construction Cost Budgets;

5.2.9.5. Two copies of statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

5.2.9.6. Two copies of DSA file including all correspondence, meeting, back check comments, checklists to date;

5.2.9.7. Two copies of a statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

5.2.10. **District Sign Off**

Architect shall not begin Construction Documents (CD) Final Back-Check Stage services until the District approved of the final fixtures, equipment, and finishes prepared by Architect in writing.

5.3. **Construction Documents (CD) Final Back-Check Stage**

The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.

5.3.1. **Approval of Construction Documents.** Architect shall obtain all necessary approvals for the Construction Documents for the Project from governmental agencies with jurisdiction therefor as necessary for the bidding and construction of the Work depicted in the Construction Documents, including without limitation, approvals by DSA. Architect shall revise the Construction Documents as required by DSA or other governmental agencies to obtain their respective approvals of the Construction Documents. Except for the Architect's fees (which are included in the Contract Price for Basic Services) incurred in obtaining the approvals or preparing revisions pursuant to the foregoing, the District shall pay all other costs or fees necessary for obtaining the approvals.

- 5.3.2. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:
  - 5.3.2.1. Drawings: Original tracings of all drawings on Architect's tracing paper with each Architect/consultant's State license stamp.
  - 5.3.2.2. Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- 5.3.3. Architect shall update and refine the consultants' completed Construction Documents.
- 5.3.4. **District Sign Off**

Architects Construction Documents Phase services shall not be deemed complete until the District has approved the final Construction Documents in writing.

#### 5.4. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated and requested by District and School Site staff as necessary, conduct meetings, site visits, and workshops. Architect shall take part in any and all reasonably necessary meetings requested by District and School Site staff during the Construction Document Phase.

### 6. **BIDDING PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall perform Bidding Phase services for District as follows:

- 6.1. Contact potential bidders and encourage their participation in the Project.
- 6.2. Coordinate the development of the bidding procedures and the construction contract documents with the District.
- 6.3. The development of the bidding procedures and the construction contract documents shall be the joint responsibility of the District and the Architect.
- 6.4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
- 6.5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
- 6.6. Attend bid opening.
- 6.7. Coordinate with Consultants.
- 6.8. Respond to District questions and clarifications.
- 6.9. Deliverables and Number of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

- 6.9.1. Two copies of meeting report/minutes from kick-off meeting;
- 6.9.2. Two copies of meeting report/minutes from pre-bid site walk;
- 6.9.3. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set, and one (1) electronic set of plans in AutoCAD 2006 or compatible set and one (1) electronic copy of the conforming specifications in Microsoft Word.

## **7. CONSTRUCTION ADMINISTRATION PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall perform Construction Administration Phase services for the District as follows:

- 7.1. The Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.
- 7.2. **Change Orders**
  - 7.2.1. Architect shall review all of contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the contractor for clarification, or rejected.
  - 7.2.2. The Architect shall furnish all necessary additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these drawings from the Architect and shall be at no additional cost unless designated as Extra Services by the District. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.
- 7.3. **Submittals**
  - 7.3.1. Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and change orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
  - 7.3.2. Architect shall review contractor's schedule of submittals and advise the District on whether that schedule is complete. The Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.
  - 7.3.3. The Architect's action upon contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of separate contractors, while allowing sufficient time in the Architect's

professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed ten (10) business days from its receipt by the Architect, unless the complexity of the submittal warrants a longer time period for the review to be mutually agreed upon by both parties. Architect's response to each submittal shall be a substantive and acceptable response. This 10-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents.

- 7.4. **RFIs.** During the course of construction, all Requests for Information ("RFI") must be responded to as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from the receipt by the Architect, unless the complexity of the RFI warrants a longer time period for review as reasonably agreed to by the District in writing in its sole discretion. Architect's response to each RFI shall be a substantive and acceptable response. This 7-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents.
- 7.5. On the basis of on-site observations, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall notify the District in writing of any defects or deficiencies in the work by any of the District's contractors that the Architect may observe. However, the Architect shall not be a guarantor of the contractor's performance. Further, The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.
- 7.6. **Rejection of Work.** The Architect shall have the authority, only after pre-approval of the District, to reject Project contractor(s)'s work that does not conform to the requirements of the construction contract documents. The Architect shall have the authority, upon its sole discretion, to reject Project contractor(s)'s work that presents an immediate risk of injury to persons.
- 7.7. **Quality Control/Punch List Process.** Architect shall evaluate during the Construction Administration and Closeout Phases the contractor(s)' execution and overall delivery of its work throughout the construction process shall use its best efforts to ensure the Project meets or exceeds the criteria as set forth in the Conforming Set. The Parties acknowledge that this process is not commissioning of the Project or the Project's system(s).
- 7.7.1. The Quality Control/Punch List ("QC"/"Punch") Process is a comprehensive and systematic process to verify that the building systems and assemblies are constructed and installed as designed to meet the District's requirements. Quality Control during the Construction Phase, the Closeout Phase, and all warranty periods shall achieve the following specific objectives:
- 7.7.1.1. Verify and document that assemblies and equipment are installed per manufacturer's recommendations, product minimum standards, and the design intent expressed in the Contract Documents.
- 7.7.1.2. Verify and document that the manufacturer(s) and designer(s) of assemblies, equipment, and systems have approved the full compliance, performance, and operation of all completed assemblies, equipment, and systems for that they manufactured and/or designed.

- 7.7.1.3. Verify and document assembly, equipment, and system function.
  - 7.7.1.4. Verify the completeness of operations and maintenance materials.
  - 7.7.1.5. Assist the District so that the District's operating personnel receive all required training and are offered additional and supplemental training, on the operation and maintenance of building assemblies, equipment, and systems, all to be provided by the party responsible for providing that training.
  - 7.7.1.6. In addition to all incomplete items on its punch list, document items of known non-compliance in materials, installation or operation.
- 7.7.2. The QC/Punch Process does not reduce the responsibility of any designers or contractors to provide a finished and fully functioning product.
- 7.8. **As-Built Drawings.** Architect shall review and evaluate for District, the contractor(s)' documentation of the actual construction performed during the Project that the contractor(s) should prepare and submit as As-Built. As-Built are documents that show the actual construction performed during the Project, including changes necessitated by change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
  - 7.8.1. Architect shall provide to contractor(s), electronic "background" copies of all plans on which the contractor(s) shall indicate its "As-Built" in electronic format back to the District.
- 7.9. **Record Drawings.** Only if requested specifically by the District, Architect shall incorporate all information on all As-Built, sketches, details, and clarifications, and prepare one set of final Record Drawings for the District. The Record Drawings shall incorporate onto one set of electronic drawings, all changes from all As-Built, sketches, details, and clarifications. If a set of Record Drawings has been requested by the District, then (1) the Architect shall deliver it to the District at completion of the construction and (2) it shall be a condition precedent to the District's approval of the Architect's final payment. The Architect may insert the following notice on the Record Drawings:

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. The Architect has provided a review consistent with its legal standard of care.
- 7.10. **O&M Manuals / Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
- 7.11. Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and apparent deficiencies in construction following the acceptance of the contractor's work.
- 7.12. **Contractor's Application for Payment.** Failure of Architect to perform the following tasks shall be a material breach of the Agreement.
  - 7.12.1. **Development of Payment Procedures.** In consultation with the District and the construction manager, the Architect shall assist in the development and implementation of procedures, forms and documents for the submittal, review, processing and disbursement of Progress Payments to the Project contractor(s).
  - 7.12.2. **Certification of Payment Due.** Based on the Architect's observations and evaluations, the Architect shall certify the amount due on each application for progress payment.



The Architect shall review and respond to applications for progress payment in a prompt manner so as to allow the District to timely meet its payment obligations to the Project contractor(s) under the terms of the construction contract documents and applicable law, rule or regulation.

7.12.3. **Final Payment.** The Architect shall review, evaluate and certify for payment the Project contractor(s)'s application for final payment. The Architect shall review and respond to the Project contractor(s)'s application for final payment in a prompt manner so as to allow the District to timely meet its obligation to make payment of the Final Payment under applicable law, rule or regulation.

7.12.4. Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the contract documents.

7.13. **Deliverables and Number of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

7.13.1. Two copies of meeting report/minutes from kick-off meeting;

7.13.2. Two copies of observation reports;

7.13.3. Two copies of weekly meeting reports.

7.14. **Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

7.15. **Duty to Timely Respond to DSA Inquiries.** Architect acknowledges that the District, DSA, and/or the Inspector of Record may require Architect to submit changes or clarifications to the Construction Drawings and other documentation to DSA for its consideration and approval during the Construction Administration Phase ("**DSA Request**"). Any delay by Architect in responding to the DSA Request is likely to result in delays to the Project. Accordingly, Architect shall respond expeditiously and with all due diligence to any DSA Request ("**DSA Response**"), provided that in no event shall the Architect's DSA Response occur later than two (2) days after Architect receives notice of the DSA Request, unless a longer period of time is approved in writing, in advance, by the District.

8. **CLOSEOUT PHASE**

8.1. As the Construction Administration Phase progresses, the Architect shall perform the following Closeout Phase services for the District as required:

8.1.1. Architect shall review the project and observe the construction as required to determine when the contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.

- 8.1.2. Architect shall collect from the contractor, review, and forward to the District all written warranties, operation manuals, spare parts, lien waivers, and Certificates of Inspection and Occupancy with Architect's recommendation as to the adequacy of these items.
- 8.1.3. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
- 8.1.4. Architect shall obtain all required DSA approval on all change orders and addenda to the contractor's contract.
- 8.1.5. Architect shall prepare verified report(s) for the Project (DSA-6A/E Verified Report, Rev 04/08, or more recent revision if available).
- 8.1.6. Architect shall prepare a set of Record Drawings for the Project, as requested by the District.
- 8.1.7. Architect shall review a package of all warranty and O&M documentation prepared by Contractor and specifically identify any deficiencies.
- 8.1.8. Architect shall organize electronic files, plans and prepare a Project binder, or an equivalently organized electronic submission.
- 8.1.9. Architect shall coordinate all Services required to close-out the design and construction of the Project with the District and between consultants.
- 8.1.10. Architect shall coordinate and obtain DSA approval of the Project in a time period not to exceed twelve months from the date of the start of the Closeout Phase (see Exhibit C) or issuance of final payment release to the contractor(s); whichever is soonest.
- 8.2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
- 8.3. **Deliverables and Number of Copies**
  - 8.3.1. Punch lists for each site;
  - 8.3.2. Upon completion of the Project, all related project documents, including As-Builts and Record Drawings (if requested by the District). These are the sole property of the District.
- 8.4. **Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

## **9. MEETINGS / SITE VISITS / WORKSHOPS**

- 9.1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits and workshops, as indicated below. Architect shall chair, conduct and take minutes of all meetings Architect attends (excluding Governing Board meetings and Citizens' Bond Oversight Committee meetings). Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings. The approximate number of meetings below is an estimated

requisite to adequately achieve the indicated meeting objective. THE EXACT NUMBER OF MEETINGS REQUIRED TO ACCOMPLISH THE MEETING OBJECTIVES WILL BE BASED ON THE ARCHITECTURAL TEAM'S PERFORMANCE. ADDITIONAL MEETINGS OR FEWER MEETINGS MAY BE HELD, AS NECESSARY, TO ACHIEVE THE MEETING OBJECTIVES, BUT AT NO ADDITIONAL COMPENSATION TO THE ARCHITECT.

**9.2. General Meeting, Site Visit and Workshop Requirements**

- 9.2.1. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or contractors, as applicable.
- 9.2.2. Architect shall maintain documentation of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
- 9.2.3. As required, Architect shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.
- 9.2.4. Each meeting may last up to one full day (eight (8) hours) and shall be held at the District office or at one of the Project sites, unless otherwise indicated.

**9.3. Meetings During Project Initiation Phase (Three (3) meeting(s))**

- 9.3.1. Within the first week following execution of the Agreement, the Architect shall participate in one Project kick-off meeting to determine the Project intent, scope, budget and timetable, which shall encompass the following:
  - 9.3.1.1. The Architect, its appropriate consultant(s), and District staff, shall attend the meeting.
  - 9.3.1.2. The Project kick-off meeting will introduce key team members from the District and the Architect to each other, defining roles and responsibilities relative to the Project.
  - 9.3.1.3. During this meeting, the Architect shall:
    - 9.3.1.3.1. Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
    - 9.3.1.3.2. Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
    - 9.3.1.3.3. Review and explain the scope of work and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
    - 9.3.1.3.4. Review documentation of the Project kick-off meeting prepared by the District's representative and comment prior to distribution.

**9.4. Initial Site Visits (Three (3) meeting (s))**

- 9.4.1. Architect shall visit the Project sites to complete a visual inventory and documentation of the existing conditions.

**9.5. Meetings During Architectural Program (Three (3) meeting (s))**

- 9.5.1. Architect shall participate in two (2) public community information site meetings to receive input from the community regarding its wishes and expectations regarding the design of Architect's work on the Project and the schedule of use of the sites during construction.
- 9.5.2. Architect shall conduct one (1) site meeting with the District's facilities team to gather information from District facilities team and site personnel and to make a visual presentation regarding the Project.
- 9.5.3. Electrical, civil, mechanical, structural, landscaping, and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.

**9.6. Meetings During Schematic Design Phase (Eight (8) meeting (s))**

- 9.6.1. Within the first two weeks following the start of the Schematic Design Phase, Architect shall conduct one design workshop with the District's facilities team and site personnel to complete a basic design framework with computer-aided design equipment (CADD). The District may, at its discretion, allow the Architect to proceed with this meeting without using CADD. Architect shall conduct a meeting at least every two (2) weeks during this Phase with itself, all its Consultants required for that meeting, the District, and their designated representatives, until the District has indicated its acceptance with the Architect's Schematic Design. The District reserves the right to require attendance of specific Consultant(s). This workshop shall include the following:
  - 9.6.1.1. Architect shall designate its team member duties and responsibilities;
  - 9.6.1.2. Architect and District shall review District goals and expectations;
  - 9.6.1.3. District shall provide input and requirements;
  - 9.6.1.4. Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Project Budget;
  - 9.6.1.5. Prepare and/or revise the scope of work list and general work plan from the Pre-Design Phase, for documentation in a computer-generated Project schedule;
  - 9.6.1.6. Establish and agree regarding methods to facilitate the communication and coordination efforts for the Project.
- 9.6.2. Architect shall conduct approximately four (4) District-Architect Coordination meetings, one every 2 weeks, throughout the Schematic Design Process.

- 9.6.3. Architect shall conduct approximately four (4) Design Committee meetings throughout the Schematic Design Process.

**9.7. Meetings During Design Development Phase (Six (6) meeting (s))**

- 9.7.1. At the time designated for completion of the Design Development package, Architect shall conduct four meetings with the District to review the following:

- 9.7.1.1. Present the Design Development package for review and comment to proceed with preparation of final plans and specification.

- 9.7.1.2. Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Project Budget.

**9.7.2. Value Engineering Workshop (Two (2) meeting (s))**

Architect shall conduct value engineering workshop(s), as requested by the District, including all of Architect's consultant(s), the District, and the Construction Manager during the Design Development Phase. This workshop shall be ongoing and may include several meetings.

**9.8. Meetings During Construction Documents Phase (Eight (8) meeting (s))**

- 9.8.1. Prior to beginning work on the fifty percent (50%) design package, Architect shall conduct meetings with the District to revise the Design Development package and receive comments.

- 9.8.2. At the time designated for completion of the fifty percent (50%) submittal package, Architect shall conduct one meeting, per package or submittal, with the District to review the following:

- 9.8.2.1. Present the fifty percent (50%) submittal package for review and comment to proceed with preparation of final plans and specification.

- 9.8.2.2. Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Project Budget;

- 9.8.3. At the time designated for completion of the one hundred percent (100%) Construction Document package, Architect shall conduct meetings with the District to review the following:

- 9.8.3.1. Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specification.

- 9.8.3.2. Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Project Budget.

**9.9. Meetings During Bidding Phase (Three (3) meeting (s))**

- 9.9.1. Attend and take part in two meetings with all potential bidders, District staff, and Construction Manager.

- 9.9.2. Conduct one kick-off meeting, per site, with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

**9.10. Meetings During Construction Administration Phase**

- 9.10.1. Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the contract documents and to monitor the progress of the construction of the Project.
- 9.10.2. Conduct weekly project meetings with District staff to review with District staff the progress of the work at each site.
- 9.10.3. Architect shall ensure that consultant(s) visit the site in conformance with their agreement.

**9.11. Citizens' Bond Oversight Committee Meetings**

Architect acknowledges that the design and construction of the Project is subject to oversight by the District's citizen bond oversight committee. Architect shall, at the District's direction, attend District citizen bond oversight committee meeting(s) and present the Architect's design to the District's citizen bond oversight committee for review and recommendation to the District's governing board.

**9.12. Governing Board Meetings**

Architect acknowledges that the District's governing board must approve all designs. Architect shall, at the District's direction, attend District governing board meeting(s) and present the Architect's design to the District's governing board for review and approval.

## EXHIBIT B

### CRITERIA AND BILLING FOR EXTRA SERVICES

Architect shall bill hourly for any Extra Services, unless provided for otherwise herein, or unless an alternate payment structure is expressly requested in writing by the District. The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized in writing by the District in accordance with the Article "Payment for Extra Services or Changes" in the Agreement:

1. Making revisions in drawings, specifications, or other documents when such revisions are:
  - 1.1. Required to comply with direction from the District that is substantively different than approvals or instructions previously given by the District.
  - 1.2. Required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set, unless those enactments or revisions were foreseeable or reasonably should have been foreseeable by the Architect prior to preparation of the Conforming Set.
  - 1.3. Due to changes required as a result of the District's failure to respond to a written request from the Architect within a reasonable time, as requested by Architect.
  - 1.4. Required to provide services in connection with Change Orders and directive not the fault of the Architect.
2. Providing services required because of significant documented changes in a Project initiated by the District, including but not limited to size, quality, complexity, the District's schedule, or method of bidding or negotiating and contracting for construction.
3. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
4. Providing services made necessary by the default of contractor(s), by major defects, or deficiencies in the work of contractor(s).
5. In the absence of a final Certificate of Payment or Notice of Completion, providing Services more than sixty (60) days after the date of completion of work by contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
6. Providing deliverables or other items in excess of the number indicated in **Exhibit A**. Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit A**, so that District can procure the additional deliverables itself or direct Architect to procure the deliverables at District's expense or on District's account at a specific vendor. This includes the cost and preparation of Record Drawings.
7. Providing services as directed by the District that are not part of the Services of this Agreement.
8. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.

9. Providing training, adjusting, or balancing of systems and/or equipment sixty (60) days after completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
10. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

<u>Job Title</u>	<u>Hourly Rate</u>
Principal	\$235
Associate	\$195
Architect 3	\$180
Architect 2	\$160
Architect 1	\$150
Job Captain	\$135
Senior Draftperson	\$120
Draftperson	\$115
Junior Draftperson	\$105
Project Designer	\$135
Staff Designer	\$110
Administrative Staff	\$85

11. The mark-up on any approved item of Extra Services performed by Consultant(s) shall not exceed **five percent (5%)**.
12. Mileage to/from Project is **NOT** reimbursable as Extra Services.



## EXHIBIT C

### SCHEDULE OF WORK

1. Promptly after the execution of this Agreement, the Architect shall prepare and submit for approval to the District a Schedule of Work showing the order in which Architect proposes to carry out Architect's work within the Term as defined in the Agreement ("Schedule of Work"). The Schedule of Work shall apply to the completion of all services listed hereunder within the times established by this Agreement. The Schedule of Work shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Work on a monthly basis and deliver two (2) copies to the District along with the monthly billing.
2. Architect shall complete all work and services required per the Schedule of Work after written authorization from the District to proceed.
3. The durations stated in the Schedule of Work shall include the review periods required by the District and all other regulatory agencies.
4. All times to complete tasks set forth in this Exhibit are of the essence. If delays in the Schedule of Work are imposed by the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Work if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, such extensions shall be authorized in writing by the District.

<b>Schematic Design</b>	October 22 – November 19, 2020
<b>Construction Documents</b>	November 20 – December 31, 2020
<b>Agency Review</b>	January 2021 (1 week)
<b>Bidding</b>	6 weeks
<b>Construction Administration</b>	8 weeks

**Note:** The exact dates required to achieve the District's overall Project objective and completion are subject to the District's modification, but The Architect acknowledges that its Fee is based on the Architect performing the Services and not based on the length of time to perform those Services or for the design or construction of the Project.

## EXHIBIT D

### PAYMENT SCHEDULE

#### 1. Compensation

- 1.1. District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

**Thirty-four thousand dollars (\$34,000.00).**

- 1.2. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel within two hundred (200) miles of a Project location, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit A**, or any other direct or indirect expenses incident to providing the services. Except as expressly set forth in the Agreement and **Exhibit B**, there shall be no payment for extra costs or expenses.
- 1.3. District shall pay Architect for all Services contracted for under this Agreement pursuant to the following schedule ("Payment Schedule"):

PERCENTAGE OF TOTAL FEE PER PHASE		
Phase		Phase Amount
Schematic Design Phase		10%
Design Development Phase		10%
Construction Documents Phase		35%
DSA Stamped Approval	5%	
Bidding Phase		5%
Construction Administration Phase		30%
Closeout Phase		10%
Generate Punch List	2%	
Sign Off On Punch List	2%	
Receive and Review All O&M Documents	2%	
Filing All DSA Required Closeout Documents	2%	
Receiving DSA Closeout, including DSA approval of the final As-Built set of drawings	2%	

2. **Method of Payment.** Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.

- 2.1. If reasonably requested by District and, if reasonably requested, as a precondition of payment, Architect shall submit to District documentation showing proof that payments were made to Architect's consultant(s).
- 2.2. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.
- 2.3. Upon receipt and approval of Architect's invoices, the District agrees to make payments within forty-five (45) days of receipt of the invoice as follows:

- 2.3.1. **Pre- Design/Architectural Program Development Phase:**

Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Pre-Design/Architectural Program.

- 2.3.2. **For Schematic Design Phase:**  
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.
- 2.3.3. **For Design Development Phase:**  
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.
- 2.3.4. **For Construction Documents Phase:**  
Monthly payments for percentage of Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.
- 2.3.5. **For Bidding Phase:**  
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District's award of the bid.
- 2.3.6. **For Construction Administration Phase:**  
Monthly payments based on Architect's invoices pursuant to the following:
1. Monthly payments for the percentage of Services complete, up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District's agreement that the Architect can generate a Punch List as part of the Closeout Phase.
- 2.3.7. **For Closeout:**  
Individual payment(s) proportionate to the items completed within this Phase.

### 3. **Format and Content of Invoices**

- 3.1. Architect acknowledges that the District requires Architect's invoices for Basic Services must include explanations of the Services performed.
- 3.2. For invoices for Extra Services, a more detailed explanation, with specificity, is required. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable for invoices for Extra Services. The times indicated below are just placeholders:

Review/Respond RFI's, Const. Admin Mtgs., Review Shop Drawings, Field Sketches	5.5 hours
Prepare Construction Documents: floor plans, exterior elevations, consultant coordination.	7.5 hours
Master Budget update, Master Schedule Update, Board Presentation, Accounting coordination	6.5 hours

## EXHIBIT E

### INSURANCE REQUIREMENTS

Architect shall procure prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and consultant(s). Architect's liabilities, including but not limited to Architect's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated as a material breach of contract by the District.

1. **Minimum Scope and limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits and shall be on an occurrence-based basis unless otherwise indicated:

- 1.1. **Commercial General Liability.** One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
- 1.2. **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
- 1.3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Architect shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of one million dollars (\$1,000,000) per accident for bodily injury or disease. The Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 1.4. **Employment Practices Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Architect shall keep in full force and effect, an Employment Practices Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of one million dollars (\$1,000,000) per occurrence. The Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 1.5. **Professional Liability.** This insurance shall cover the prime design professional and his/her liability arising from the services of consultant(s) with a minimum of one million dollars (\$1,000,000) per occurrence limit and two million dollars (\$2,000,000) aggregate limit, and subject to no more than **twenty-five thousand dollars (\$25,000) per claim deductible**, coverage to continue through completion of construction plus "tail" coverage for two (2) years thereafter. **This policy can be on a claims-made basis.**

The District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for those changes.

Furthermore, and to the coverage and limits specified herein shall be the greater of:

- 1.6. The minimum coverage and limits specified in this Agreement; or

- 1.7. The broader coverage and maximum limits of coverage, if any, of any existing insurance policy required of the Architect to be kept pursuant to this Agreement.
2. **Deductibles and Self-Insured Retention:** The Architect shall inform the District in writing if any deductibles or self-insured retention exceeds \$25,000. At the option of the District, either:
  - 2.1. The District can accept the higher deductible; or
  - 2.2. The Architect's insurer shall reduce or eliminate the deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers.
3. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
  - 3.1. The District, its trustees, officers, officials, employees, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Architect shall ensure that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage limits/requirements shall also be available to the Additional Insureds.
  - 3.2. For any claims related to the projects, the Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect's insurance and shall not contribute with it.
  - 3.3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
  - 3.4. The Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - 3.5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District. At the option of the District, the Architect shall be the party required to provide the District this notice in lieu of the Architect's insurance provider.
4. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. The Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, either:
  - 4.1. The District can accept the lower rating;
  - 4.2. Require the Architect to procure insurance from another insurer.
5. **Verification of Coverage:** Architect shall furnish the District with:
  - 5.1. Certificates of insurance showing maintenance of the required insurance coverage;

- 5.2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

**EXHIBIT F**  
**DSA FORM PR 13-01**



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## PROCEDURE: CONSTRUCTION OVERSIGHT PROCESS

Division of the State Architect (DSA) documents referenced within this publication are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

**PURPOSE:** California Code of Regulations (CCR), Title 24, Part 1, Chapter 4, Article 1 (Sections 4-211 through 4-220) and Group 1, Articles 5 and 6 (Sections 4-331 through 4-344) provide regulations governing the construction process for projects under the jurisdiction of the Division of the State Architect (DSA).

This Procedure provides the required, prescribed method for compliance with applicable sections of the above regulations related to communication and documentation of the status of construction inspections and material testing.

See *Section 5* for information on applicability of this procedure to your existing project.

**BACKGROUND:** Successful construction inspections and material testing are critical to the delivery of code compliant projects. Communication and documentation of these inspections and tests are necessary to enable involved parties to understand the status of those inspections and tests, so that conditions not compliant with the DSA-approved construction documents are identified in a timely manner and not covered up by subsequent construction activities.

**DEFINITIONS:** The following definitions apply to terms used in this document:

**Architect/Engineer** – An abbreviated use of the term design professional in general responsible charge.

**Contract** – A written agreement for facility construction, alteration, repair or other construction activities regulated by DSA.

**Contractor** – A company or individual that contracts for or is otherwise responsible for the construction of the project or portions of the project.

**DSA-Approved Construction Documents** – Portions of plans, specifications, *DSA-103: List of Structural Tests and Special Instructions*, addenda, deferred submittals, revisions, and construction change documents (CCDs) duly approved by DSA that contain information related to and affecting structural safety, fire/life safety, and accessibility (refer to *IR A-6: Construction Change Document Submittal and Approval Process* for additional information about CCDs). While all portions of the construction documents may contain a DSA identification stamp, this stamp is not the approval. Approval by DSA is indicated by a letter to the school district. This letter clarifies that the approval is limited to structural safety, fire/life safety and accessibility.

The DSA approval letter states: *“Buildings constructed in accordance with approved drawings and specifications will meet minimum required standard given in Title 24, California Code of Regulations, for structural, and fire and life safety ... and ... certifies that the drawings and specifications are in compliance with State regulations for the reasonable accommodation of the disabled.”*

**Design Professional In General Responsible Charge** – The architect or engineer in general

## CONSTRUCTION OVERSIGHT PROCESS

responsible charge of the project, as listed on Line 21 or 23 of form *DSA 1: Application for Approval of Plans and Specifications and Instructions*.

**Non-Building Site Structures** – Structures that are required to resist loads imposed by gravity, wind, seismic, earth or other external forces and are not enclosed by walls and a roof (examples include: shade structures not enclosed by walls, bleachers, ball walls, trash enclosures, dugouts, tanks, equipment, fences, retaining walls, ramps, stairs, cell towers, light poles, etc.).

The term “Non-Building Site Structures” is used only to clarify the types of site structures that are relevant when issuing form *DSA 152: Project Inspector Card* for site work. These types of structures are school buildings as defined in the California Administrative Code Title 24, Part 1.

**Other Responsible Design Professionals** – Architects or engineers with delegated responsibility for portions of the project as listed on Lines 24a, 24b, 24c or 24d of form *DSA 1* and Line 1.0 of *DSA 1-MR: Application for New Manufactured Permanent Modular or Relocatable Buildings* (when applicable), such as architects, structural engineers, mechanical engineers, electrical engineers and the geotechnical engineer of record.

**Permanent Modular** – Permanent buildings or structures built in a fabrication plant off-site not intended for relocation, constructed of modular units that do not have an integral floor, and are mounted on a permanent foundation such as modular school buildings or elevator towers.

Permanent buildings include enclosed structures for the purpose of housing students and teachers, such as classrooms, assembly buildings, administrative buildings, etc.

**Project Inspector** – An inspector who is employed by the school district, certified by DSA and specifically approved by DSA and applicable project design professionals to provide competent, adequate and continuous construction inspections for the project.

**Relocatable Building** – Buildings as defined in Title 24, Part 1, Section 4-314 which are built in a fabrication plant off-site.

### APPLICABLE DSA FORMS:

- DSA 1
- DSA 1-MR.
- *DSA 5-AI: Assistant Inspector Qualification and Approval.*
- *DSA 5-PI: Project Inspector Qualification and Approval.*
- *DSA 5-IPi: In-Plant Project Inspector Qualification and Approval.*
- *DSA 5-SI: Special Inspector Qualification and Approval.*
- *DSA 6-AE: Architect/Engineer Verified Report.*
- *DSA 6-C: Contractor Verified Report.*
- *DSA 6-PI: Project Inspector Verified Report.*
- *DSA 102-IC: Construction Start Notice/Inspection Card Request.*
- DSA-103
- *DSA 108: Change in Delegation of Responsibility.*
- *DSA 109: Transfer of Responsibility: Geotechnical Engineer.*

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- *DSA 119: Project Inspector Performance Review.*
- *DSA 130: Certificate of Compliance–Accepted Folding and Telescopic Seating Fabricator.*
- *DSA 135: Field Trip Note (internal form).*
- *DSA 151: Project Inspector Notifications.*
- *DSA 152*
- *DSA 152-IPI: In-Plant Inspector Inspection Card/Verified Report.*
- *DSA 153: Inspection Card Building Identifier (internal form).*
- *DSA 154: Notice of Deviations / Resolution of Deviations.*
- *DSA 155: Project Inspector Semi-Monthly Report.*
- *DSA 156: Commencement/Completion of Work Notification.*
- *DSA 168: Statement of Final Actual Project Cost.*
- *DSA 180: Project Inspector Performance Record.*
- *DSA 211: Attachment for Additional Comments/Information.*
- *DSA 291: Laboratory of Record Verified Report.*
- *DSA 292: Special Inspectors Employed Directly by the District Verified Report.*
- *DSA 293: Geotechnical Verified Report.*

**REQUIREMENTS FOR REPORTING STATUS OF COMPLIANT CONSTRUCTION:** For every project there shall be a project inspector who shall have personal knowledge as defined in Title 24, Part 1, Section 4-336(a) of all work on the project.

All construction is required to be completed in compliance with the project construction documents. The construction documents are required to be in compliance with the California Building Codes in effect at the time the original plans and specifications are submitted to DSA. DSA reviews and approves the submitted plans, specifications and other construction documents for compliance with codes regulating structural safety, fire/life safety and accessibility. Other portions of the plans that do not contain content about or that affect structural safety, fire/life safety and accessibility are not reviewed by DSA and the responsibility for determining code compliance of those portions is the sole responsibility of the design professionals.

In order to distinguish between the portions of the plans that DSA reviews and approves and other portions of the plans, the term DSA-approved construction documents is used for the portions of the plans that are duly approved by DSA, contain information related to and affecting structural safety, fire/life safety, and accessibility. However, all work shown in the project construction documents must be inspected by the project inspector.

The California Administrative Code Section 4-333(b)3 specifically states that “no work shall be carried on except under the inspection of an inspector approved by DSA.” All construction is required to be completed in compliance with the project construction documents which include both the “DSA-approved construction documents” portions and the portions containing all the other work.

## CONSTRUCTION OVERSIGHT PROCESS

The California Administrative Code requires the project inspector to make certain reports pertaining to the status of construction compliance. To fulfill this requirement, the project inspector shall use the following:

- DSA 151
- DSA 152
- DSA 152-IPI
- DSA 154
- DSA 155
- *DSA 6-PI*
- Project Inspector Job File.

**1. REQUIREMENTS FOR USE OF PROJECT INSPECTION CARD (FORMS DSA 152 AND DSA 152-IPI):** The Project Inspection Card (form DSA 152) is considered to be an interim verified report by the project inspector. The DSA 152-IPI is considered to be the final verified report for the in-plant fabrication of permanent modular or relocatable buildings (see *Section 1.7*). The project inspector signs off the applicable blocks and sections on the form as the work progresses. The project inspector is required to complete the form in compliance with this procedure document and reference the Instructional Notes on the second page of form DSA 152 and the *DSA 152 Manual – A Guide for Completing the Project Inspector Card* (DSA 152 Manual). When signing off the blocks and sections of the form, the project inspector is verifying all of the following:

- Identified areas are determined to be in compliance with the DSA-approved construction documents.
- Required structural/material and fire/life safety testing and inspections are complete.
- Required documentation has been received by the project inspector.

**Note:** For small/fast projects, interim verified reports from the design professionals, geotechnical engineer, Laboratory of Record, and special inspectors are not mandatory if the requirements listed in DSA Policy *PL 14-01: Inspection Card Use for Small/Fast Projects* are met prior to commencing construction.

**1.1 Request for issuance of forms DSA 152 and DSA 152-IPI:** Form *DSA 102-IC: Construction Start Notice/Inspection Card* Request is used to request the issuance of Project Inspection Cards. After project approval, a DSA 5-PI, DSA 5-IPI (when applicable) must be submitted to and approved by DSA prior to the DSA 102-IC submission. Under circumstances agreed to by DSA prior to project approval, the DSA 5-PI, DSA 5-IPI (when applicable) and DSA 102-IC may be submitted simultaneously and DSA will attempt to expedite the issuance of the DSA 152 and DSA 152-IPI. Once the DSA 5-PI, DSA 5-IPI (when applicable) is approved, DSA (Document Controller) will fill in the “DSA 5-PI Approval Date” (or, when applicable, “DSA 5-IPI Approval Date”) in Section 3 of the DSA 102-IC and upload it to DSAbox. The request is electronically submitted to DSA (See *Section 4* of this procedure for information on electronic submittal) and consists of providing the following required information:

- Identifying the DSA-approved project inspector.
- Contractor firm name and delivery method.
- Specified construction contract information.

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- Project scope (DSA will use this information to determine the quantity of inspection cards needed for the project).
- Contact information for electronic communication by listing project collaborators.

**1.2 Issuance of form DSA 152 and DSA 152-IPI:** Project Inspection Cards (DSA 152 and DSA 152-IPI) are issued electronically by upload to [DSAbbox](#) by DSA per *Section 1.16* of this procedure.

**1.3 Quantity of DSA 152 and DSA 152-IPI forms required for projects:** The number of Project Inspection Cards issued varies by project type. In general, though there are exceptions for siting or relocation of permanent modular or relocatable buildings (discussed later) and small scope projects of a certain type (described later), one Project Inspection Card (form DSA 152) is required for each separate building and one for the site work (which includes non-building site structures). The number of Project Inspection Cards and building identifiers should match the information specified in form DSA 153: Inspection Card Building Identifier, which is completed by DSA plan review staff during the back check and provided to the design professional upon project plan approval.

For in-plant construction of permanent modular or relocatable buildings, one Project Inspection Card (DSA 152-IPI) is required for each separate building.

For the siting or relocation of permanent modular or relocatable buildings 2,160 square feet or less, only one Project Inspection Card (DSA 152) is required encompassing all the buildings, and one Project Inspection Card (DSA 152) is required for the site work (which includes non-building site structures).

The following small scope type projects require only one Project Inspection Card for all buildings on a campus rather than one Project Inspection Card per building:

- Fire Alarm Only Projects.
- Hardware Replacement Only Projects.
- Security Camera Only Projects.
- Low Voltage (Communication) Only Projects.

The following is not an exhaustive list of possibilities, but examples of the various project types and the resulting quantity of DSA 152 and DSA 152-IPI forms (**Note:** unless specified otherwise, all references to forms in the examples are to DSA 152 forms):

**1.3.1 Project scope is site work only (includes non-building site structures, if any):**

- One form is required.

**1.3.2 Project scope is new buildings:**

- One form for the site work (includes non-building site structures, if any).
- One form for each separate new building.

**Example:** Construction of three new buildings requires a total of four forms.

**1.3.3 Project scope is alterations/additions to existing buildings:**

- One form for the site work (includes non-building site structures, if any).
- One form for each separate existing building being altered or changed.

**Example:** Alterations to two existing buildings requires a total of three forms.

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**CONSTRUCTION OVERSIGHT PROCESS**

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**1.3.4 Project scope is alterations to existing buildings and no site work is required (such as mechanical/electrical only projects):**

- One form for each separate existing building being altered or changed.

**Example:** Alterations to two existing buildings requires a total of two forms.

**1.3.5 Project scope is new buildings and alterations/additions to existing buildings:**

- One form for the site work (includes non-building site structures, if any).
- One form for each separate new building.
- One form for each separate existing building being altered or changed.

**Example:** Construction of three new buildings and alterations to two existing buildings requires a total of six forms.

**1.3.6 Project scope is placing existing relocatable buildings (max. 2160 square feet) on a site:**

- One form for the site work (includes non-building site structures, if any).
- One form encompassing all of the relocatable buildings being placed on the site.

**Example:** Placing of three existing relocatable buildings on a site requires a total of two forms.

**1.3.7 Project scope is constructing new permanent modular or relocatable buildings (max. 2160 square feet) and placing them on a site:**

- One DSA 152-IPI form for each separate building for the in-plant construction.
- One form for the site work (includes non-building site structures, if any).
- One form encompassing all of the permanent modular or relocatable buildings being placed on the site.

**Example:** Construction and placing of two new permanent modular or relocatable buildings requires a total of four forms: two DSA 152 forms and two DSA 152-IPI forms.

**1.3.8 Project scope is constructing new relocatable buildings for stockpile:**

- One DSA 152-IPI form for each separate building for the in-plant.

**Example:** Construction of three new relocatable buildings for stockpile requires a total of three DSA 152-IPI forms.

**1.4 Project Inspection Card numbers:** Project Inspection Card numbers are issued by DSA staff. For each project, the issued inspection card numbers will be consecutive starting with the number 01 (01, 02, 03....) for all buildings. The Project Inspection Card number for site work (includes non-building site structures) will be “#SW.” Inspection card numbers for in-plant construction of permanent modular or relocatable buildings will use form DSA 152-IPI and be consecutive starting with the number 01, followed by the letters “IP” (01IP, 02IP, 03IP, etc.). Projects having the small scope defined in Section 1.3 on the inspection card under “Building Number” will indicate “All \_\_\_ Buildings” with the number of buildings inserted in the blank.

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**1.5 Project posting of forms DSA 152 and DSA 152-IPI:** The project inspector and in-plant inspector shall post the forms in his/her job file and shall electronically post the forms (See *Section 4* for information on electronic submittal/posting). The information in the forms shall always be current. Each time the form is updated, a new electronic posting is required such that the electronically posted form is always kept current. In addition, the project inspector shall:

- Immediately, upon request, make the form available for review by any parties involved in the construction.
- Include a current copy of the forms (DSA 152) any time he/she submits a Verified Report (form DSA 6-PI).
- Upon request, provide a current copy of the forms to DSA, the school district/state agency, or the design professional in general responsible charge.

**1.6 Project inspector termination and transfer of the form DSA 152 and DSA 152-IPI:** If the project inspector or in-plant inspector is, for any reason, terminated prior to the completion of the project, then he/she must personally provide the original DSA 152 and DSA 152-IPI forms to the assuming DSA-approved project inspector or in-plant inspector, respectively, or to DSA and provide a copy to the school district. Use form DSA 211 to identify status of inspections completed up to the termination date if the space in the DSA 6-PI or DSA 152-IPI is insufficient to note such. Forms located in DSABox that are current at the time of termination satisfy these requirements.

**1.7 Permanent Modular and Relocatable buildings:** The design professional in responsible charge shall delegate the responsibility for design and preparation of plans and specifications, observation of in-plant manufacturing, and on-site placement of the permanent modular or relocatable buildings. The individual delegated such responsibility may sub-delegate the responsibility for observation of in-plant and/or on-site construction as indicated on form DSA 1-MR. ←

**1.7.1 In-Plant Construction:** In-plant inspectors shall use the DSA 152-IPI as described in *Section 1.5*. Unlike the DSA 152, interim verified reports from the design professionals are not required for the in-plant inspector to sign off the DSA 152-IPI. However, the in-plant project inspector and the design professional delegated or sub-delegated the responsibility for observation of in-plant construction shall sign in the appropriate location on the DSA 152-IPI prior to the permanent modular or relocatable building leaving the plant. A stop work order may apply if this is not done (see *IR A-13: Stop Work and Order to Comply* for additional information).

Building modules may be shipped to the project site in phases prior to construction of all modules of a building. For each phase, the DSA 152-IPI shall list the serial numbers of the modules constructed, be signed by the delegated design professional, and be attached to those modules being shipped. The final DSA 152-IPI shall denote that all modules have been constructed, be affixed to the last module being shipped to the site, and be uploaded to the DSABox by the in-plant inspector. The site inspector shall verify receipt of the final DSA 152-IPI prior to installation of the last module.

If the in-plant inspector does not perform welding special inspection, the Laboratory of Record or independently hired welding special inspector shall provide verified reports, either form *DSA 291: Laboratory of Record Verified Report* or *DSA 292: Special Inspectors Employed Directly by the District Verified Report* depending on the welding special inspector's employment relationship with the Laboratory of Record (see *Section 1.10* and *1.11* for additional information). In this situation,

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verified reports for testing of materials and special inspection of the welding are required for the in-plant inspector to complete the appropriate block on the DSA 152-IPI. These verified reports shall be submitted electronically to DSA as described in *Section 4*.

- 1.7.2 Transfer of forms:** For construction of new permanent modular or relocatable buildings for a specific project (not stockpile), the DSA 152-IPI, DSA 291, and DSA 292 (when applicable) for the superstructure must be attached to the inside of the building either performed by or attachment verified by the in-plant project inspector prior to the permanent modular or relocatable building leaving the plant. The on-site project inspector must verify these forms are present when the buildings are delivered to the site.

For the first-time installation of permanent modular or relocatable buildings, the design professional delegated or sub-delegated the responsibility for on-site construction observation shall complete a DSA 6-AE at applicable times defined in this procedure and submit it to DSA and the on-site project inspector.

**1.8 Duties of the project inspector and in-plant inspector related to the use of forms DSA 152 and DSA 152-IPI, respectively, are as follows:**

**Note:** For in-plant construction, the in-plant inspector shall follow the duties described below for project inspectors and substitute form DSA 152-IPI for form DSA 152.

- Act under the direction of the architect/engineer.
- Ensure the project is issued the correct quantity of Project Inspection Cards (form DSA 152). The project inspector is required to be in possession of the form(s) DSA 152 prior to commencement of construction. Title 24, Part 1, Section 4-342(b).5.A requires the project inspector to notify DSA when construction work on the project is started. Entering the "Card Start Date" on the form DSA 152 and submitting the form DSA 151 are required for compliance with that code section. Lack of compliance may cause DSA to issue a "Stop Work Order" on the project (see IR A-13 for additional information).
- Obtain a copy of the DSA-approved construction documents from the design professional in general responsible charge prior to the commencement of construction.
- Obtain a copy of the DSA-approved List of Required Structural Tests and Special Inspections (form DSA-103) from the design professional in general responsible charge (or DSAbox, when the electronic back check process is used per DSA Procedure *PR 16-01: Electronic Back Check for Plan Review Projects*) prior to the commencement of construction.
- Meet with the school district, design professionals, and contractor as needed to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Meet with the Laboratory of Record and any independently contracted special inspectors and technicians to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project. In cooperation with the Laboratory of Record, develop a schedule of required structural/material and fire/life-safety tests and special inspections based on the construction schedule.



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- Immediately notify the DSA Regional Office with construction oversight authority for the project, by phone and electronically by using form DSA 154, if construction commences without DSA 152 forms in the possession of the project inspector (see *Section 4* for information on electronic submittal).
  - For permanent modular or relocatable buildings, the school site project inspector must receive a properly completed DSA 152-IPI prior to such buildings being placed in their final location.
- Provide personal, competent, adequate and continuous construction inspections of all aspects of the construction work.
- Monitor the work of the Laboratory of Record and Special Inspectors to ensure the testing and special inspection program is satisfactorily completed.
- Use the information found in the *DSA 152 Manual* to ensure necessary tests and inspections are completed and that necessary documents are in the job file prior to approving (signing off) each applicable block and section of each form DSA 152. Make requests to appropriate individuals for interim verified reports when such reports are required.
- Sign off applicable blocks and sections of the DSA 152 forms when:
  - The completed work is in compliance with the DSA-approved construction documents.
  - All necessary structural/material and fire/life safety testing and inspections are complete.
  - Any deviations from the DSA-approved construction documents are resolved.
  - Any DSA Field Trip Notes issues are resolved.
  - All necessary documents are received by the project inspector.

If any block or section is not applicable to the construction the inspector shall enter "NA" for the date and provide initials.

Until the project inspector has signed off applicable blocks and sections of the form DSA 152, the contractor may be prohibited from proceeding with subsequent construction activities that cover up the unapproved work. Any subsequent construction activities that cover up the unapproved work will be subject to a "Stop Work Order" from DSA or the school district (see IR A-13 for additional information), and are subject to removal and remediation if found to be in noncompliance with the DSA-approved construction documents (see *Section 1.17* for information about incremental work).

- Immediately notify the DSA Regional Office with construction oversight authority for the project, by phone and electronically, if applicable blocks/sections of form DSA 152 have not been signed off and the contractor proceeds with subsequent construction activities that cover up the unapproved work. For electronic notifications, use form DSA 151 (see *Section 1.17* for information about incremental work).

**EXCEPTION:** Projects with concrete cast-in-place deep foundations may have construction occurring in multiple blocks and sections prior to sign-off due to the nature of soil inspections for such. For example, verification of concrete or grout volumes to ensure no significant soil caving has occurred is part of the geotechnical engineer's soil inspections for these types of foundations. In such cases, the project inspector does NOT need to notify the DSA Regional Office

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with construction oversight authority for the project that the contractor is proceeding with activities that cover up unapproved work, provided the following:

- The geotechnical engineer is on-site during boring/drilling and concrete placement.
- The geotechnical engineer has not identified any other soil issues specifically associated with the deep foundation hole or surrounding area which could impact the structural stability of the hole or foundation.
- If the project inspector is, for any reason, terminated prior to the completion of the project, refer to *Section 1.6*.

### 1.9 Duties of the Laboratory of Record related to the use of form DSA 152 and DSA 152-IPI are as follows:

- Meet with the project inspector, in-plant inspector (when applicable), design professionals, and the contractor as needed to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Obtain a copy of the DSA-approved construction documents from the design professional in general responsible charge prior to the commencement of construction.
- Obtain a copy of the DSA-approved List of Required Structural Tests and Special Inspections (form DSA-103) from the design professional in general responsible charge prior to the commencement of construction.
- Report all project-related activities to the project inspector. The project inspector is responsible for monitoring the work of the Laboratory of Record and special inspectors to ensure the testing and special inspection program is satisfactorily completed. Coordinate with the project inspector to develop a schedule, based on the construction schedule, to complete the testing and special inspection program.
- Provide material testing as identified in the DSA-approved construction documents.
- Submit test reports to the project inspector within one work day of the day the tests were performed for any tests performed on-site.
- Submit material test reports in a timely manner such that construction is not delayed and not to exceed seven calendar days from the date the material tests were performed. Test reports are to be submitted to the project inspector, architect, structural engineer, and the school district and, when requested, to DSA. As a convenience, and if agreed upon by involved parties, the test reports may be submitted electronically as identified in *Section 4* of this procedure.
- Immediately submit reports of material tests not conforming to the requirements of the DSA-approved construction documents. These reports shall be submitted to DSA, the architect, structural engineer, project inspector and the school district.
- The engineering manager shall submit an interim Laboratory of Record Verified Report (form DSA 291) and the geotechnical engineer shall submit an interim Geotechnical Verified Report (form DSA 293) as prescribed in *Section 4*.

The reports are required to be submitted when any of the following events occur:

- Within 14 days of the completion of the material testing/special inspection program.

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- Work on the project is suspended for a period of more than one month.
- The services of the Laboratory of Record are terminated for any reason prior to completion of the project.
- DSA requests a verified report. (See interim verified reports below. This is a “DSA request.”)
- The engineering manager shall submit an interim verified report (form DSA 291) and the geotechnical engineer shall submit form DSA 293 as prescribed in *Section 4* for each of the applicable sections of the form DSA 152, prior to the project inspector signing off that section of the project inspection card, if that section required material testing. (Interim verified reports are not required for the DSA 152-IPI unless the Laboratory of Record employs welding special inspectors for in-plant special inspection; see *Section 1.7* for verified report requirements.) The sections are:
  1. Initial Site Work and Foundation Prep.
  2. Vertical and Horizontal Framing.
  3. Appurtenances.
  4. Finish Site Work and Other Work.

**1.10 Duties of Special Inspectors, employed by the Laboratory of Record, related to the use of form DSA 152 and DSA 152-IPI are as follows:**

- Meet with the project inspector, design professionals, and the contractor as needed to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Report all project-related activities to the project inspector. The project inspector is responsible for monitoring the work of the Laboratory of Record and special inspectors to ensure the testing and special inspection program is satisfactorily completed.
- Perform work under the supervision of the engineering manager for the Laboratory of Record.
- Perform inspections in conformance with the DSA-approved construction documents, applicable codes and code reference standards.
- Prepare detailed daily inspection reports outlining the work inspected and provide the project inspector a copy of the reports within one day of the day the inspections were performed.
- Immediately submit reports of materials or work not conforming to the requirements of the DSA-approved construction documents. These reports shall be submitted to DSA, the architect, structural engineer, project inspector and the school district.
- Submit daily special inspection reports in a timely manner such that construction is not delayed and not to exceed seven days from the date the special inspections were performed. The reports are to be submitted to the architect, structural engineer, and the school district. As a convenience, and if agreed upon by involved parties, the special inspection reports may be submitted electronically as identified in *Section 4* of this procedure.
- The engineering manager for the Laboratory of Record shall submit verified report form DSA 291 as prescribed in *Section 4*. Unlike special inspectors independently

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contracting directly with the school district, the verified report form DSA 292 is not required since the form DSA 291 covers special inspections made by laboratory employed special inspectors.

The reports are required to be submitted upon any of the following events occurring:

- Within 14 days of the completion of the special inspection work.
- Work on the project is suspended for a period of more than one month.
- The services of the special inspector are terminated for any reason prior to completion of the project.
- DSA requests a verified report (see interim verified reports below; this is a *DSA request*).
- The engineering manager for the Laboratory of Record shall submit an interim verified report (form DSA 291) as prescribed in Section 4 for each of the applicable sections of the form DSA 152, prior to signing off that section of the Project Inspection Card, if that section required special inspections. (Interim verified reports are not required for the DSA 152-IPI unless another special inspector, employed by the Laboratory of Record or independently and directly with the school board, performs welding special inspection; see *Section 1.7* for verified report requirements). The sections are:
  1. Initial Site Work and Foundation Prep.
  2. Vertical and Horizontal Framing.
  3. Appurtenances.
  4. Finish Site Work and Other Work.

### **1.11 Duties of Special Inspectors, not employed by the Laboratory of Record, related to the use of form DSA 152 and DSA 152-IPI are as follows:**

- Meet with the project inspector, Laboratory of Record, the design professionals, and the contractors as needed to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Obtain a copy of the DSA-approved construction documents from the design professional in general responsible charge prior to the commencement of construction.
- Obtain a copy of the DSA-approved List of Required Structural Tests and Special Inspections (form DSA-103) from the design professional in general responsible charge prior to the commencement of construction.
- Report all project-related activities to the project inspector. The project inspector is responsible for monitoring the work of the Laboratory of Record and special inspectors to ensure the testing and special inspection program is satisfactorily completed.
- Perform work under the direction of the design professional in general responsible charge, as defined in Section 4-335(f)1B of the 2013 and 2016 California Administrative Code (Title 24, Part 1).
- Perform inspections in conformance with the DSA-approved construction documents, applicable codes and code reference standards.

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- Prepare detailed daily inspection reports outlining the work inspected and provide the project inspector a copy of the reports within one day of the day the inspections were performed.
- Immediately submit reports of materials or work not conforming to the requirements of the DSA-approved construction documents. These reports shall be submitted to DSA, the architect, structural engineer, project inspector and the school district.
- Submit daily special inspection reports in a timely manner such that construction is not delayed and not to exceed seven days from the date the special inspections were performed. The reports are to be submitted to the project inspector, architect, structural engineer, and the school district and, when requested, to DSA. As a convenience, and if agreed upon by involved parties, the special inspection reports may be submitted electronically as identified in *Section 4* of this procedure.
- Submit form DSA 292: Special Inspectors Employed Directly by the District Verified Report as prescribed in *Section 4*.

The reports are required to be submitted upon any of the following events occurring:

- Within 14 days of the completion of the special inspection work.
  - Work on the project is suspended for a period of more than one month.
  - The services of the special inspector are terminated for any reason prior to completion of the project.
  - DSA requests a verified report (see interim verified reports below; this is a “DSA request”).
- Special inspectors who contract directly with the school district are to submit an interim Special Inspectors Employed Directly by the District Verified Report (form DSA 292) as prescribed in *Section 4* for each of the applicable sections of the form DSA 152, prior to the project inspector signing off that section of the Project Inspection Card, if that section required special inspections. (Interim verified reports are not required for the DSA 152-IP unless the independent special inspector performs welding special inspection; see *Section 1.7* for verified report requirements). The sections are:
    1. Initial Site Work and Foundation Prep.
    2. Vertical and Horizontal Framing.
    3. Appurtenances.
    4. Finish Site Work and Other Work.

### 1.12 Duties of the Architect/Engineer related to the use of forms DSA 152 and DSA 152-IP are as follows:

- Responsible to the school board and to DSA to see that the completed work conforms in every material respect to the DSA-approved construction documents.
- Ensure the project inspector, in-plant inspector (when applicable), and independently contracting special inspector(s) (i.e., not employed by the Laboratory of Record) are approved by DSA for the project by submitting form DSA 5-PI, DSA 5-IP (when applicable) and DSA 5-SI (for independently contracting special inspector(s)) to and obtaining approval from DSA prior to the start of construction, and prior to requesting issuance of form DSA 152 or DSA 152-IP.
- Provide a copy of all the DSA-approved construction documents to the project

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inspector, in-plant inspector (when applicable), Laboratory of Record and special inspector(s) independently contracting directly with the school district prior to the commencement of construction.

- Provide a copy of the DSA-approved List of Required Structural Tests and Special Inspections (form DSA-103) to the project inspector, in-plant inspector (when applicable), Laboratory of Record and special inspector(s) independently contracting directly with the school district prior to the commencement of construction. Upload a copy of the approved List of Required Structural Tests and Special Inspections (form DSA-103) to the applicable A/E folder in DSAbbox in accordance with *Section 4* of this procedure.
- Provide general direction of the work of the project inspector and in-plant inspector (when applicable).
- Issue specific instructions to the testing facility and the special inspectors prior to start of construction.
- Direct and monitor the work of special inspectors who are not provided by the Laboratory of Record, as defined in Section 4-335(f)1B of the 2013 and 2016 California Administrative Code (Title 24, Part 1).
- Notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection reports as not conforming to the DSA-approved construction documents. Facilitate resolution of deviation notices as needed in association with such non-conforming aspects.
- Respond to DSA Field Trip Notes (form DSA 135 or comparable) as necessary, especially those items identified with a time frame for response in order to avoid potential covering up of deviated work and/or a stop work order.
- Provide observation of the construction. All architects and engineers having responsibility for observation of the work as listed on the Application for Approval of Plans and Specifications (form DSA 1 and DSA 1-MR, when applicable), shall maintain such personal contact with the project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the architect or engineer or their qualified representative to observe the construction.
- Administer CCDs as prescribed in IR A-6.
- The architect or engineer, as identified above, is required to submit Architect/Engineer Verified Reports (form DSA 6-AE or, when applicable, sign the DSA 152-IPI for construction of permanent modular or relocatable buildings) as prescribed in *Section 4*.

The reports are required to be submitted when any of the following events occur:

- The project is substantially complete. DSA considers the project to be complete when the construction is sufficiently complete in accordance with the DSA-approved construction documents so that the owner can occupy or utilize the project.
- Work on the project is suspended for a period of more than one month.
- The services of the architect or engineer are terminated for any reason prior to completion of the project.
- DSA requests a verified report (see interim verified reports below; this is a

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*DSA request).*

- The architect or engineer shall submit an interim Architect/Engineer Verified Report (form DSA 6-AE) as prescribed in *Section 4* for each of the applicable sections of the form DSA 152 prior to the project inspector signing off that section of the project inspection card. (Interim verified reports are not required for the DSA 152-IPI; see *Section 1.7* for verified report requirements). The sections are:
  1. Initial Site Work and Foundation Prep.
  2. Vertical and Horizontal Framing.
  3. Appurtenances.
  4. Finish Site Work and Other Work.

**1.13 Duties of the design professionals delegated responsibility related to the use of forms DSA 152 and DSA 152-IPI are as follows:**

- Responsible to the school board and to DSA to see that the completed work for which they are delegated responsibility conforms in every material respect to the DSA-approved construction documents.
- For the architect or engineer delegated responsibility for observation of fabrication of modular or relocatable buildings in Section 1.0 or, when sub-delegated, Section 1.1 of the DSA 1-MR, ensure the in-plant inspector and independently contracting special inspector(s) (i.e., not employed by the Laboratory of Record) are approved by DSA for the project by submitting form DSA 5-IPI and DSA 5-SI (for independently contracting special inspector[s]) to and obtaining approval from DSA prior to the start of construction, and prior to requesting issuance of form DSA 152-IPI.
- Provide observation of the construction. All architects and engineers having delegated responsibility are also responsible for observations of the applicable portions of the work as delegated on the Application for Approval of Plans and Specifications (form DSA 1 and, when applicable, DSA 1-MR) (if there are any changes to such delegated individuals after project approval, use form DSA 108 to indicate such changes). As such, they shall maintain such personal contact with the project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the architect or engineer or their qualified representative to observe the construction. The geotechnical engineer is included in this required duty for scope related to geotechnical engineering.
- For the architect or engineer delegated responsibility for observation of in-plant construction of permanent modular or relocatable buildings, the term “personal contact” shall mean periodic visits to manufacturing plants of reasonable frequency to provide general observation and verify quality assurance of construction practices, and project-specific knowledge obtained from the reporting of inspectors and special inspectors on the progress of the work, testing of materials, inspection, and superintendence of the work in accordance with the DSA-approved construction documents. Reports may include photos and digital images. The exercise of reasonable diligence to obtain the facts is required.
- Submit an Architect/Engineer Verified Report (form DSA 6-AE or, when applicable, sign the DSA 152-IPI for construction observation of permanent modular or relocatable buildings; see *Section 1.7* for additional information) as prescribed in *Section 4*.

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The reports are required to be submitted upon any of the following events occurring:

- The project is substantially complete. DSA considers the project to be complete when the construction is sufficiently complete in accordance with the DSA-approved construction documents so that the owner can occupy or utilize the project.
- Work on the project is suspended for a period of more than one month.
- The services of the architect or engineer are terminated for any reason prior to completion of the project.
- DSA requests a verified report (see interim verified reports below; this is a “DSA request”).
- The Design Professional in General Responsible Charge shall submit an Interim Architect/Engineer Verified Report (form DSA 6-AE), signed by all architects and engineers having delegated responsibility for construction observation as prescribed in *Section 4*. Such a report is required for each of the sections of the form DSA 152 applicable to the areas of delegated responsibility, prior to the project inspector signing that section off on the project inspection card. (Interim verified reports are not required for the DSA 152-IPI; see *Section 1.7* for verified report requirements). The sections are:
  1. Initial Site Work and Foundation Prep.
  2. Vertical and Horizontal Framing.
  3. Appurtenances.
  4. Finish Site Work and Other Work.

### **1.14 Duties of contractor related to the use of forms DSA 152 and DSA 152-IPI are as follows:**

- The contractor shall carefully study the DSA-approved documents and shall plan a schedule of operations well ahead of time.
- If at any time it is discovered that work is being done which is not in accordance with the DSA-approved construction documents, the contractor shall correct the work immediately.
- Verify that DSA 152 and, when applicable, DSA 152-IPI forms were issued for the project prior to the commencement of construction.
- Meet with the design team, the Laboratory of Record and the project inspector to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Notify the project inspector and, when applicable, in-plant inspector, in writing, of the commencement of construction of each and every aspect of the work at least 48 hours in advance by submitting Commencement/Completion of Work Notification (form DSA 156), or other agreed-upon written documents, to the project inspector.
- Notify the project inspector and, when applicable, the in-plant inspector, of the completion of construction of each and every aspect of the work by submitting form DSA 156 (or other agreed-upon written documents) to the project inspector.
- Consider the relationship of the signed-off blocks and sections of the form DSA 152 and the commencement of subsequent work. Until the project inspector has signed



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off applicable blocks and sections of the form DSA 152, the contractor may be prohibited from proceeding with subsequent construction activities that cover up the unapproved work. Any subsequent construction activities that cover up the unapproved work will be subject to a "Stop Work Order" from DSA or the school district (see IR A-13 for additional information), and are subject to removal and remediation if found to be in noncompliance with the DSA-approved construction documents.

- Submit the final verified report. All prime contractors are required to submit final Contractor Verified Reports (form DSA 6-C) as prescribed in *Section 4*.

The reports are required to be submitted upon any of the following events occurring:

- The project is substantially complete. DSA considers the project to be complete when the construction is sufficiently complete in accordance with the DSA-approved construction documents so that the owner can occupy or utilize the project.
- Work on the project is suspended for a period of more than one month.
- The services of the contractor are terminated for any reason prior to the completion of the project.
- DSA requests a verified report.

### **1.15 Duties of the school district related to the use of forms DSA 152 and DSA 152-IPI are as follows:**

- Provide for competent, adequate and continuous construction inspections and material testing for the project by employing an appropriate DSA certified and approved project inspector, in-plant inspector (when applicable), and Laboratory of Record.
- Contractually provide for and ensure that the design team is fulfilling their code required duty to observe the construction by making periodic visits of reasonable frequency. All architects and engineers having responsibility for observation of the work as listed on the Application for Approval of Plans and Specifications (form DSA 1 and, when applicable, DSA 1-MR), shall maintain such personal contact with the project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the architects and engineers or their qualified representatives to observe the construction. For permanent modular or relocatable buildings, the architect or engineer delegated responsibility for observation of in-plant construction, personal contact shall mean visits to manufacturing plants of sufficient frequency to provide quality assurance of construction and in-plant structural/material and fire/life safety testing and inspection in accordance with the DSA-approved construction documents.
- Ensure that the project inspector and independently contracting special inspector(s) (i.e., not employed by the Laboratory of Record) are approved by DSA for the project by submitting form DSA 5-PI (DSA 5-AI for assistant inspectors; DSA 5-IPI for in-plant inspectors) and DSA 5-SI to and obtaining approval from DSA prior to the start of construction and prior to requesting issuance of project inspection cards (DSA 152 and, when applicable, DSA 152-IPI forms).
- Ensure the Laboratory of Record is DSA-accepted and employed by the school district prior to the start of construction and prior to requesting issuance of project inspection cards (DSA 152 and, when applicable, DSA 152-IPI forms).

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- Ensure that the Project Inspection Cards (DSA 152 and, when applicable, DSA 152-IPI forms) are issued prior to commencement of construction.
- Submit Statement of Final Actual Project Cost (form DSA 168) to DSA when the project is substantially complete.

**1.16 Duties of DSA related to the use of forms DSA 152 and DSA 152-IPI are as follows:**

- Evaluate the submitted form DSA 5-PI, DSA 5-IPI (when applicable), DSA 5-AI, and/or DSA 5-SI (when applicable) to determine if the proposed project inspector and, when applicable, the in-plant inspector are qualified for the project.
- Upon determining the proposed project inspector and, when applicable, in-plant inspector and/or special inspector is qualified for the project, approve and return the form DSA 5-PI, DSA 5-IPI (when applicable), DSA 5-AI, and/or DSA 5-SI (when applicable) within five working days of receipt.
- Upon receipt of a completed form DSA 102-IC and approval of the DSA 5-PI and DSA 5-IPI (when applicable), determine the necessary quantities of Project Inspection Cards (DSA 152 and DSA 152-IPI forms), assign the Project Inspection Card numbers and issue the cards within five working days.
- Upload forms DSA 5-PI, DSA 5-IPI (when applicable), DSA 5-AI, and/or DSA 5-SI (when applicable), DSA 102-IC, DSA 152 and DSA 152-IPI to DSAbbox.
- Hold all involved parties accountable for compliance with their required duties.
- Supervise and review the performance of the project inspector (includes review of the project inspector's job file and use of form DSA 119 and, at project completion, use of form DSA 180).
- Make site visits as necessary. Record pertinent items to document the site visit and communicate to the project inspector, in-plant inspector, design professionals, special inspectors, Laboratory of Record, and school district using form DSA 135.
- Issue Orders to Comply or Stop Work Orders, in compliance with DSA IR A-13, if required, and as appropriate to achieve compliance with the DSA-approved construction documents and applicable codes (this includes DSA procedure PR 13-01 since the procedure implements the relevant sections of the CCR, Title 24, Part 1).

**1.17 Use of form DSA 152 for parts of the construction that require multiple**

**increments:** Some construction requires incremental work to make a complete system. An example is a large foundation system that may be placed incrementally over a period of time. In this example, framing may be starting in one area (where the foundation is in place) while foundation work is still occurring in another area of the same building. The expectation of DSA for these occurrences is:

- The Project Inspection Card applicable blocks and sections are signed off by the project inspector at the completion of the system, not during the construction of the increments.
- Until the system is complete, the project inspector, architect/engineers and contractors mutually agree on a system to keep track of compliant construction. One such system (using the above example) may be that a copy of the foundation plan is marked up showing areas of compliance. The applicable blocks and sections of the inspection card are then signed off once all areas of the foundation are complete, are determined to be in compliance with the DSA-approved construction documents, the

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**CONSTRUCTION OVERSIGHT PROCESS**

required structural/material and fire/life safety testing and inspections are complete, and the required documentation has been received by the project inspector.

- 1.18 Executive Summary of Form DSA 152:** See Appendix A for a summary of typical construction components and systems that are associated with each section/block of the inspection card. While the listing is not comprehensive, it provides a good foundation for understanding and consistency.

**2. REQUIREMENTS FOR THE USE OF FORMS DSA 151, DSA 154, DSA 155, AND DSA 6-PI:** **Note:** For in-plant construction, the in-plant inspector shall follow the requirements described below for project inspectors.

**2.1 Requirements for use of form DSA 151: Project Inspector Notifications:**

- The project inspector must make certain notifications to DSA. These include start of work, minimum 48 hours' notice prior to completion of foundation trenches, minimum 48 hours' notice prior to first concrete placement or significant concrete placement, and when work is suspended for more than one month.
- If there is an incorrect number or missing DSA 152 or DSA 152-IPI cards, the project inspector shall notify DSA using the form DSA 151.
- The report shall be made on form DSA 151 and submitted to DSA. Lack of compliance may be cause for DSA to record this noncompliance on the form DSA 119.
- A copy of each notification shall be kept in the project inspector's job file.

**2.2 Requirements for use of form DSA 154: Notice of Deviations/Resolution of Deviations:**

- When the project inspector identifies deviations from the DSA-approved construction documents the inspector must verbally notify the contractor. If the deviations are not corrected within a reasonable time frame or the contractor has covered up non-inspected or noncompliant work, the inspector is required to promptly issue a written notice of deviation to the contractor, with a copy sent to the design professional in general responsible charge and DSA.
- When the noticed deviations are corrected, the inspector is required to promptly issue a written notice of resolution to the contractor, with a copy sent to the design professional in general responsible charge and DSA.
- Deviations include both construction deviations and material deficiencies.
- The written notice of deviations shall be made using form DSA 154 and submitted to DSA (do not sign Section 3 of the form for deviation notifications). Lack of compliance may cause DSA to record this noncompliance on the form DSA 119.
- The notice of resolution of deviations shall be made using the original form DSA 154 that reported the deviations and be submitted to DSA (complete and sign Section 3 of the form for resolution of deviations). Lack of compliance may be cause for DSA to record this noncompliance on the form DSA 119.
- A copy of each notice shall be kept in the project inspector's job file.

**2.3 Requirements for use of form DSA 155: Project Inspector Semi-Monthly Report:**

- The project inspector must make semi-monthly reports (on the 1st and 16th of every month) on the progress of construction. The Project Inspector Semi-Monthly Report must be submitted to the design professional in general responsible charge, project

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**CONSTRUCTION OVERSIGHT PROCESS**

structural engineer, DSA, and the school district.

- The report must be made on form DSA 155 and submitted to DSA. Lack of compliance may cause DSA to record this noncompliance on the form DSA 119.
- A copy of each report shall be kept in the project inspector's job file.

#### **2.4 Requirements for use of Project Inspector Verified Report (form DSA 6-PI; form DSA 152-IPI for in-plant inspectors):**

- The project inspector shall submit Project Inspector Verified Report (form DSA 6-PI; form DSA 152-IPI) directly to DSA, the design professional in general responsible charge and the school district upon any of the following events occurring:
  - Work on the project is suspended for a period of more than one month.
  - The services of the inspector are terminated for any reason prior to completion of the project and such termination is not a result of work stoppage.
  - At the time of occupancy of any building, or portion of a building, involved in the project prior to completion of the entire DSA-approved scope of work. This reporting requirement applies to buildings that are newly constructed or rehabilitated as part of the project. A sketch drawing or written description shall be submitted to DSA, along with the DSA 6-PI, in order to identify the building(s) or portion thereof where occupancy has occurred.
  - The project is substantially complete. DSA considers the project to be complete when the construction is sufficiently complete, in accordance with the DSA-approved construction documents, so that the owner can occupy or utilize the project as determined by the project owner and design professional in general responsible charge.
  - DSA requests a verified report. The Project Inspection Card, form DSA 152; DSA 152-IPI, is considered a project inspector's verified report *as requested by DSA* and as such the applicable blocks and sections shall be kept updated as construction progresses.

**Note:** Each project may require filing of multiple reports. For example, the code requires filing a verified report for buildings that become occupied prior to completion of the entire scope. The same project will also require a final verified report upon completion of the entire project scope.

- The verified reports shall be made using forms DSA 6-PI and DSA 152 / DSA 152-IPI as appropriate, and submitted to DSA. Lack of compliance may cause DSA to record this noncompliance on the form DSA 119.
- A copy of each verified report shall be kept in the project inspector's job file.

#### **3. REQUIREMENTS FOR PROJECT INSPECTOR JOB FILE:** Refer to *IR A-8: Project Inspector and Assistant Inspector Duties and Performance* for a thorough discussion about requirements for the project inspector's job file.

**Note:** The in-plant inspector shall also follow the requirements described in IR A-8 for the project inspector's job file and substitute DSA 152-IPI for DSA 152.)

#### **4. ELECTRONIC SUBMITTAL OF DOCUMENTS TO DSA:** Wherever in this procedure it indicates to submit a document to DSA, the document shall be submitted using the method indicated below.

## CONSTRUCTION OVERSIGHT PROCESS

- 4.1 Submittal of all forms DSA 5 and DSA 102-IC:** These two forms shall be sent by email to the DSA Regional Office with the construction oversight authority for the project.

Email addresses for submittals are:

- DSA Oakland: [oakfielddocs@dgs.ca.gov](mailto:oakfielddocs@dgs.ca.gov)
- DSA Sacramento: [sacfielddocs@dgs.ca.gov](mailto:sacfielddocs@dgs.ca.gov)
- DSA Los Angeles: [lafielddocs@dgs.ca.gov](mailto:lafielddocs@dgs.ca.gov)
- DSA San Diego: [sdfielddocs@dgs.ca.gov](mailto:sdfielddocs@dgs.ca.gov)

- 4.2 Submittal of all other forms and documents:** Submittals shall be uploaded to DSAbbox. For DSAbbox instructions see [DSAbbox External Library](#). All documents submitted to DSAbbox shall be in PDF format. The naming convention specified in *Section 1.4* of the DSAbbox External Users Training Module shall be used when uploading documents to DSAbbox. Any document(s) incorrectly uploaded or named will be deleted and a notification with a deadline for the corrected submittal will be sent to the appropriate responsible individual(s). If the corrected document(s) is not uploaded by the notification specified deadline, it may result in an uncertified project and identification of the responsible individual(s) and missing document(s) noted on the DSA 301-P posted for public viewing in [DSA Certification Box](#).

**Note:** Once a DSA 301-P is issued, there will no longer be access to upload documents to DSAbbox; instead, documents must be uploaded to DSA Certification Box (see DSA Procedure *PR 13-02: Project Certification Process* for additional information).

- 4.2.1 Documents required to be uploaded to DSAbbox by the Project Inspector include:** **Note:** The in-plant inspector for permanent modular or relocatable buildings will submit the same documents described below but replace DSA 152 with DSA 152-IPI.

- DSA 6-PI
- DSA 130
- DSA 151
- DSA 152
- DSA 152-IPI
- DSA 154
- DSA 155
- DSA 156

- 4.2.2 Documents required to be uploaded to DSAbbox by the Laboratory include:**

- DSA 291
- DSA 293
- DSA 109
- Test and inspection reports (Nonconforming and, when requested by DSA, conforming per Section 1.9 of this Procedure).

- 4.2.3 Documents required to be uploaded to DSAbbox by the Architect/Engineer in General Responsible Charge include:**

## CONSTRUCTION OVERSIGHT PROCESS

- DSA 6-AE
- DSA-103
- *DSA 140: Application for Approval of Construction Change Document – CCD Category A/B.*

### 4.2.4 Documents required to be uploaded to DSABox by Contractors include:

- DSA 6-C

### 4.2.5 Documents required to be uploaded to DSABox by the School District/Owner include:

- DSA 108
- DSA 168

### 4.2.5.1 Documents required to be uploaded to DSABox by Special Inspectors not in the employ of the Laboratory of Record include:

- DSA 292.
- Special Inspector test and inspection reports (Nonconforming).

### 4.2.5.2 Documents required to be uploaded to DSABox by Geotechnical Engineers not in the employ of the Laboratory of Record include:

- DSA 293
- Special Inspector test and inspection reports (Nonconforming).

## 5. APPLICABILITY OF PROCEDURE PR 13-01:

### 5.1 Projects with Construction Started on or after June 1, 2013: This procedure is applicable and must be implemented at the start of construction.

### 5.2 Projects with Construction Started before June 1, 2013, but not complete:

In order to allow for transition, the following portions of this procedure shall be implemented as noted below. Required reporting and submittal of documents shall continue to be done in the manner currently employed on the project:

#### 5.2.1 Form DSA 151: Project Inspector Notifications:

The project inspector shall comply with the requirements of this procedure for all notifications to DSA for affected work starting after July 1, 2013.

#### 5.2.2 Form DSA 154: Notice of Deviations/Resolution of Deviations:

The project inspector shall comply with the requirements of this procedure for all deviations occurring after July 1, 2013, and for all unresolved project deviations.

#### 5.2.3 Form DSA 155: Project Inspector Semi-Monthly Report:

The project inspector shall comply with the requirements of this procedure for all semi-monthly reports issued after July 1, 2013.

#### 5.2.4 Form DSA 6-PI: Project Inspector Verified Report:

The project inspector shall comply with the requirements of this procedure effective June 1, 2013.

#### 5.2.5 Project Inspector Job File:

The project inspector's job file shall comply with the requirements of IR A-8.

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## **CONSTRUCTION OVERSIGHT PROCESS**

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A DSA Procedure documents a process or series of steps that DSA staff and/or external stakeholders must complete in order to fulfill one or more administrative requirements of DSA's review and approval of plans and specifications and construction oversight programs.

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**CONSTRUCTION OVERSIGHT PROCESS**
**APPENDIX**

**Executive Summary of DSA 152 Project Inspection Card:** The following provides a summary of typical construction components and systems that are associated with each section/block in the inspection card. While the listing is not comprehensive, it provides a good foundation for understanding and consistency. Refer to the *DSA 152 Manual* for additional detailed inspection and documentation requirements.

**SECTION 1 – INITIAL SITE WORK AND FOUNDATION PREP:****Block 1 – Mass Grading**

- Rough Grading of Overall Site
- Cuts/Fills
- Soil Remediation
- Soil Stabilization
- Soil Nails, Tie Backs, Rock/Soil Anchors
- Horizontal/Vertical Controls

**Block 2 – Building Pad**

- Soil Preparation Specific to Support of Structures
- Building Pad
- Soil Remediation
- Soil Densification
- Stone Columns

**Block 3 – Drainage Devices**

- Storm Water Collection/Distribution systems
- On-Site Retention Systems
- Foundation Drain systems
- Retaining Wall Drain Systems

**Block 4 – Utilities (Rough-in)**

- FLS Utilities/Systems
- MEP Utilities/Systems
- MEP Vaults
- Thrust Blocks

**Block 5 – Excavations**

- Foundation Systems
- Driven Piles

**Block 6 – Forms**

- Formwork
- FLS Systems
- MEP Systems
- Waterproofing/Vapor Barriers

**Block 7 – Steel Reinforcing**

- Reinforcing (bars, tendons, etc.)
- Embeds

**SECTION 2 - VERTICAL AND HORIZONTAL FRAMING:****Block 8 – Foundation Concrete**

- Verify Foundation Is Compliant (concrete 28 day strength, etc.)

**Blocks 9 - 12 – Concrete, Masonry,****Wood, Steel**

- Walls
- Columns
- Frames

**Blocks 13-15 – Concrete, Wood, Steel**

- Floors
- Roofs



## CONSTRUCTION OVERSIGHT PROCESS

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### SECTION 3 – APPURTENANCES:

#### Block 16 – Ceilings

- Ceilings
- Soffits
- Suspended Baffles

#### Block 18 – Rated Assemblies

- Walls
- Shafts
- Floors
- Roofs
- Ceilings
- Doors
- Fire Doors
- Windows
- Penetrations
- Dampers
- Fire-Proofing

#### Block 20 – Automatic Fire Suppression Systems

- Sprinklers
- Chemical
- Deluge
- Water Curtains
- Extinguishers
- Support/Bracing/Anchorage of AFSS

#### Block 22 – MEP (FLS)

- MEP Fire Suppression Systems (smoke and fire dampers)
- Kitchen Hoods
- Laboratory Hoods
- Dust Collection Systems
- Smoke Control Systems

#### Block 17 – Exterior Cladding

- Storefront/Window Walls
- Veneer
- Precast Concrete Panels
- Wall Finishes (stucco/plaster/wood/aluminum/etc.)
- Manufactured Systems (EFIS, GRFC, etc.)

#### Block 19 – Fire Alarms:

- Fire/Smoke Alarm System (includes support, anchorage, bracing, etc.)

#### Block 21 – MEP (Structural)

Support/Bracing/Anchorage for:

- MEP
- Equipment
- HVAC System
- Ducts
- Electrical
- Pendant Lights
- Transformers
- Switch Gears
- IDF/MDF/etc.
- Pipes
- Tanks

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## CONSTRUCTION OVERSIGHT PROCESS

### SECTION 4 – FINISH SITE WORK AND OTHER WORK:

#### Block 23 – Fine Grading

- Finish Grades
- Grading for Accessible POT System
- Grading for Run-off (drainage)

#### Block 24 – Flatwork

Accessible Path of Travel Systems such as:

- Stairs
- Ramps
- Walks
- Gates

#### Block 25 – Parking

- Drop-off
- Accessible parking
- Striping
- Signage
- Truncated Domes

#### Block 26 – Fire Lane

- Fire Lane

#### Block 27 – Other Work Structural

Support/Bracing/Anchorage for:

- Theater Systems (stage rigging, catwalks, speaker, lighting, curtains, etc.)
- Non-bearing partitions
- Operable partitions
- Casework
- Stairs
- Elevators
- Weather Protection

#### Block 28 – Other Work Fire Life Safety

- Egress Components
- Doors
- Gates
- Emergency Lighting
- Building Signage
- Site Signage
- Elevators
- Hazardous Materials

#### Block 29 – Other Work Accessibility

- Building Signage
- Site Signage
- Drinking Fountains
- Accessible POT Systems
- Stairs
- Ramps
- Walks
- Doors
- Gates
- Elevator
- Specialty Areas (restrooms, kitchens, casework, etc.)

**EXHIBIT G**  
**DSA FORM IR-A6**

## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

<b>Disciplines:</b> All	<b>History:</b>	Revised 11/27/18	Revised 11/21/12	Revised 11/15/06
		Revised 12/16/16	Revised in its entirety 11/01/12	Issued 09/01/99
		Revised 07/08/14	Revised 11/16/09	
		Revised 02/14/14	Revised 09/18/07	

Division of the State Architect (DSA) documents referenced within this publication are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

**PURPOSE:** This Interpretation of Regulation (IR) provides clarification of specific Code requirements relating to construction changes that must be submitted to DSA and defines the construction change document process.

**DEFINITIONS:** The following definitions apply to terms used in this document:

**Approved Construction Documents** – The Structural, Access or Fire & Life Safety related portions of the plans, specifications, addenda, deferred approvals, revisions, and construction change documents duly approved by DSA.

**Change** – Revisions, deletions, additions, and substitutions to approved construction documents.

**Change Order** – A document defining construction changes that result in changes to the contract.

**Clarification** – A statement from the architect or engineer in general responsible charge of the project that clarifies (but does not change) the requirements of the approved construction documents.

**Contract** – A written agreement for construction, alteration, repair or other construction activities associated with facilities regulated by DSA.

**Construction Change** – Changes to the approved construction documents after a contract for the work has been awarded.

**Construction Change Document (CCD)** – The documentation of construction changes.

**Design Professional in General Responsible Charge** – The architect or engineer in general responsible charge of the project as listed on Line 23 of form *DSA 1: Application for Approval of Plans and Specifications*.

**Drawing** – An illustration on paper or electronic medium.

**Field Change Document (FCD)** – A document defining construction changes but, unlike change orders, does not require approval of the school board nor an accounting of construction cost changes.

**Interpretation** – A statement from the architect or engineer in general responsible charge of the project that interprets (but does not change) the requirements of the approved construction documents.

**Responsible Design Professional** – The architect or engineer in general responsible charge of the project, as listed on Line 23 of form DSA 1, or architects or engineers with delegated responsibility for portions of the project as listed on Line 24a-24d or 25 of form DSA 1.

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**CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS**

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**1. SUBMITTAL REQUIREMENTS FOR CONSTRUCTION CHANGES:** After a contract for the work has been let, changes to the approved construction documents shall be made by means of a CCD.

It is the responsibility of the design professional in general responsible charge to determine if changes affect the Structural, Access or Fire & Life Safety portions of the project. (See Section 4 below about the statement on the verified report.)

The design professional in general responsible charge shall prepare the CCD and is responsible for code and process compliance.

The following define requirements for submittal of a CCD to DSA.

**1.1 Changes to or affecting the Structural, Access Compliance or Fire & Life Safety portions of the project:**

- These changes shall be classified as **CCD Category A**.
- A CCD Category A is required to be submitted to and approved by DSA prior to commencement of the affected work.
- A CCD Category A must be submitted to DSA using form *DSA 140: Application for Approval of Construction Change Document - CCD Category A/B* depicted in Appendix A of this IR and available on the DSA forms page. Submittal process requirements are defined in Section 2 of this IR and must be followed.

**1.2 Changes NOT affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project:**

- These changes shall be classified as **CCD Category B**.
- CCD Category B are not required to be submitted to DSA unless specifically required, in writing, by DSA. However, a design professional, at their discretion, may choose to submit a CCD Category B. (Refer to Section 3 for fees charged.)
- If DSA requires any CCD Category B to be submitted, then they shall be submitted to DSA, similar to CCD A, using form DSA 140.
- If DSA requires a CCD Category B to be submitted, then DSA will review for concurrence that it does not contain changes to or affect the Structural, Access or Fire & Life Safety portions of the project. If necessary, and at its sole discretion, DSA will reassign the CCD to Category A.
- If DSA concurs the document is a category B document, an approval stamp will be applied to the document.

**1.3 Change Orders:** Change Orders are not required to be submitted to DSA. The CCD process replaces the need to submit Change Orders (except as noted in Section 7).

Changes to the construction cost are reported to DSA using form *DSA 168: Statement of Final Actual Project Cost* at the conclusion of the project.

**2. SUBMITTAL PROCESS:** Submittal of CCDs must conform to the following requirements:

- 2.1** Must be submitted by the design professional in general responsible charge.
- 2.2** Must be submitted to DSA using form DSA 140.
- 2.3** Each CCD submittal must use a separate DSA CCD form.
- 2.4** The DSA CCD form must be filled out completely, including identification of the CCD

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**CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS**

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Category A or B, leaving no fields blank. For Category B CCDs, indicate whether the submission is voluntary or DSA required. When DSA provides written direction compelling submission of a CCD Category B, attach a copy of the DSA written notification compelling submission.

**2.5** Each CCD must be uniquely numbered. The numbering may be numeric or alpha-numeric.

- If the submitted CCD is returned by DSA not approved, the CCD number used in the original submittal must remain the same for any subsequent re-submittals.
- If a submitted CCD Category B is returned by DSA not approved, the CCD number used in the original submittal must remain the same when re-submitting as a CCD Category A.

**2.6** Proposed changes must be described clearly and completely.

**2.8** All drawings, and, when applicable, the first page or index of specifications and calculations associated with the proposed change must be stamped, signed, and indicate date of signing by the responsible design professional as an attachment to form DSA 140.

**2.9** Reference to the specific portions of the drawings or specifications that are being changed must be included.

**2.10** Changes to any testing or inspection requirements associated with the proposed change must be clearly described with a revised form DSA 103: List of Structural Tests and Special Inspections.

**2.11** Each page in the CCD, including the pages in each attachment, shall be clearly and uniquely numbered. All drawings attached to describe the changes shall be clearly numbered, labeled, and referenced.

**2.12** When drawings containing DSA approval stamps are revised and reissued as part of the CCD, all of the following requirements must be met:

- Images of all DSA approval stamps must be removed from the drawing (or crossed out) prior to making any changes to the drawings.
- Each change shall be clouded and identified on the drawing.
- All drawings must be re-stamped and re-signed by the responsible design professional. The date of signing shall be provided.

**2.13 CCD Submittal to DSA**

**2.13.A Projects submitted to DSA prior to October 1, 2018:** DSA Box or Bluebeam studio may be utilized for CCD submittals as directed by the DSA Regional Office. If [DSABox](#) is utilized for CCD submittals, each CCD shall be submitted as a single document and include form DSA 140 as the first page. In some cases, large size drawings associated with CCDs may need to be submitted as a hard copy to the appropriate DSA regional office. The design professional should contact the DSA regional office to determine file size limitations and submittal guidelines, and review DSABox instructions in the [DSABox External Library, Module 2.13](#). If Bluebeam studio is utilized for CCD submittals, see *DSA PR18-04: Electronic Plan Review for Design Professionals of Record* for submittal procedures.

**2.13.B Projects submitted to DSA on or after October 1, 2018:** Bluebeam Studio will be utilized for CCD submittals. See DSA PR18-04 for submittal procedures

**CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS****3. REVIEW AND APPROVAL/CONCURRENCE BY DSA:**

- DSA will charge fees in accordance with IR A-30 for all Category A CCDs submitted to DSA for approval. Category B CCDs voluntarily submitted by the design professional to DSA will be charged fees for review and concurrence. Category B CCDs required by a DSA representative to be submitted will not cause charged fees if DSA concurs the CCD is Category B.

**3.1 CCD Category A:**

- DSA reviews CCD Category A for minimum compliance with the codes regulating the Structural, Access and Fire & Life Safety portions of the project.
- If not approved by DSA, then the CCD is returned to the design professional in general responsible charge for corrections. DSA will return the document for corrections with a form DSA 140 attached indicating the status of the review and update eTracker accordingly. After corrections are made then the CCD is re-submitted (must include the DSA comments and a copy of the form DSA 140 from the previous unapproved submittal) following the submittal process outlined in Section 2 of this IR
- If approved by DSA, then DSA places the approved CCD in DSAbbox as described in DSAbbox External Library, Module 2.13 (see Section 4 for requirements for distribution by the design professional in general responsible charge).

**3.2 CCD Category B:**

- DSA reviews CCD Category B to provide concurrence that the changes do not affect the Structural, Access or Fire & Life Safety portions of the project.
- DSA approval of CCD Category B is not approval for code compliance, but is concurrence that the documents do not change the Structural, Access and/or Fire & Life Safety portions of the project.
- If not approved by DSA, then the CCD is returned to the design professional in general responsible charge for corrections. After corrections are made, then the CCD is re-submitted using CCD Category A form DSA 140 (must include the DSA comments and a copy of the form DSA 140 from the previous unapproved submittal) following the submittal process outlined in Section 2 of this IR. The remaining review process will follow that for CCD Category A described in Section 3.1 of this IR.
- If approved by DSA, then DSA places the approved CCD in DSAbbox as described in DSAbbox External Library, Module 2.13 (see Section 4 for requirements for distribution by the design professional in general responsible charge).

**4. DUTIES OF DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE**

**4.1 Distribution of CCD Category A Documents:** The design professional in general responsible charge shall provide the contractor and project inspector with DSA approved CCD Category A prior to commencement of work shown thereon.

**4.2 CCD Category A Statement in Final Verified Report:** The final verified report (form DSA 6-AE) from the design professional in general responsible charge must include a statement that all changes to or affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project have been approved by DSA. The intent for all projects is that this final verified report be dated after the approval of those CCDs.

**CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS**

**5. DUTIES OF THE PROJECT INSPECTOR WITH RESPECT TO CCDs:** The project inspector shall follow the CCD Category A record-keeping and monitoring requirements, issuing deviation notices when appropriate, as specified in IR A-8: Project Inspector and Assistant Inspector Duties and Performance.

**6. MONITORING OF CHANGES BY DSA:** If DSA determines that changes to the plans or specifications appear to require DSA approval (changes affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project), DSA shall notify the design professional in responsible charge and require the changes to be submitted for review and approval by DSA or require evidence the changes are CCD Category B.

**7. TRANSITION:** The following provides direction for submittal of construction change documents (Change Orders, (Field Change Document) FCDs or CCDs) for projects in various stages of completion of construction. All projects for which construction commences on or after January 2, 2013 are required to use the CCD process described in this IR.

**7.1 Projects for which, prior to November 1, 2012, construction is essentially complete, having been issued a DSA 90-day letter or “closed uncertified” by DSA:** Projects in this category may have an issue of “unresolved change orders” or “unresolved FCDs.” The status of these could be:

- Change orders or FCDs have been submitted to DSA and are pending review or unapproved.
- Change orders or FCDs have not been submitted to DSA.

To resolve this issue, use the following options:

**Change Orders:**

**Option #1:** Submit/resubmit the change orders and obtain DSA approval. The cost information in the change order need not be included.

**Option #2:** If any or all of the “unresolved change orders” are changes that do not affect the Structural Safety, Access Compliance, or Fire & Life Safety components or portions of the project, then, in lieu of the change orders, form DSA 310: Alternate Certification Statement of Content for Change Orders, Addenda and Revisions may be submitted. The specific change orders must be listed, by number, on the form.

**FCDs:**

**Option #1:** If the FCD has been previously submitted to DSA, then resubmit the FCD and obtain DSA approval.

**Option #2:** For changes that affect the Structural Safety, Access Compliance, or Fire & Life Safety portions of the project, but have not resulted in a change order, and have not been previously submitted as an FCD, then submit as a CCD Type A.

**7.2 Projects for which construction commenced prior to January 2, 2013 and do not fall into the category defined in Section 7.1:**

- For change orders or FCDs that have been submitted to DSA, see options listed in section 7.1.
- From November 1, 2012 to January 1, 2013: If previously unsubmitted change orders or FCDs are submitted, DSA staff will assign them as CCD Category A, assign the change order/FCD number as the CCD number, and process them accordingly.



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## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

- On or after January 2, 2013: the CCD process must be followed for all new, previously unsubmitted construction changes. If previously unsubmitted change orders or FCDs are submitted, DSA staff will return them as rejected, not approved and require them to be resubmitted as CCD.

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### REFERENCES:

California Code of Regulations (CCR) Title 24  
Part1: California Administrative Code, Sections 4-215, 4-233, 4-338 and 4-341  
California Health and Safety Code, Sections 16011, 16013 and 16015  
California Education Code, Sections 17280 and 81130

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This IR is intended for use by DSA staff and by design professionals to promote statewide consistency for review and approval of plans and specifications as well as construction oversight of projects within the jurisdiction of DSA, which includes State of California public schools (K–12), community colleges and state-owned or state-leased essential services buildings. This IR indicates an acceptable method for achieving compliance with applicable codes and regulations, although other methods proposed by design professionals may be considered by DSA.

This IR is subject to revision at any time. Please check DSA's website for currently effective IRs. Only IRs listed on the webpage at [www.dgs.ca.gov/dsa/publications](http://www.dgs.ca.gov/dsa/publications) at the time of project application submittal to DSA are considered applicable.

## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

## Appendix A - Sample CCD Category A



140

## APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT – CCD CATEGORY A/B

This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: <u>Amazing Unified School District</u>	DSA File #: <u>37</u>	-
Project Name/School: <u>Best School</u>	DSA App. #: <u>04</u>	- <u>119119</u>

## APPLICANT

CCD Cat. <input checked="" type="checkbox"/> A / <input type="checkbox"/> B, #: <u>04</u>	Date Submitted: <u>5-5-16</u>	Attached Pages?: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes ( <u>2</u> pages)
For CCD Cat. B, this is a <input type="checkbox"/> voluntary submittal, <input type="checkbox"/> DSA required submittal (attach DSA notification requiring submission).		
Firm Name: <u>ABC Architects</u>	Contact Name: <u>Pat Smith</u>	
Email: <u>Pat@abc.com</u>	Phone Number: <u>(888)555-1111</u>	
Address: <u>1444 Arch Drive</u>		
City: <u>San Diego</u>	State: <u>CA</u>	Zip: <u>92127</u>
<input type="checkbox"/> A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		
<input checked="" type="checkbox"/> For project currently under construction		
<input type="checkbox"/> To obtain DSA approval of existing uncertified building(s).		

## DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

Name of Design Professional in General Responsible Charge: <u>Robin Hanks</u>	
Professional License #: <u>C72475</u>	Discipline: <u>Architect</u>
Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.	
Signature: <u>R. Hanks</u> DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE	

**CHECK THIS BOX:** ☒ To confirm that all CCD drawings and, when applicable, first sheet or index of calculations and specifications have been stamped and signed by the Responsible Design Professional listed on DSA 1 for this project.

Brief description of construction change (attach additional sheets if needed):

Change bolts to lags on detail 7/S5.

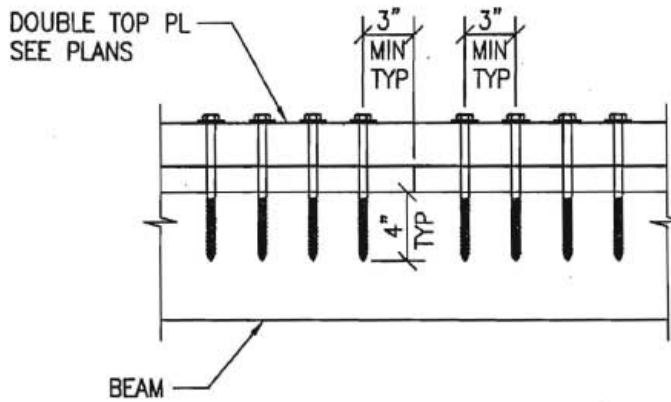
List of DSA approved drawings affected by this CCD: Sheet S5, detail 7.

DSA USE ONLY		DSA Stamp
SSS _____ Date _____ Approved / Disapproved / Not Req'd	For business office use only Date Sent _____ Return By _____ Delivery Method _____	
FLS _____ Date _____ Approved / Disapproved / Not Req'd		
ACS _____ Date _____ Approved / Disapproved / Not Req'd		
Remarks _____		

## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

## Appendix A - Sample CCD Category A (continued)

CCD 5 ATT # 1 OF 2



SCHEDULE	
TYPE	SCREWS
TYPE A	16-5/8"Ø LAG
TYPE B	24-5/8"Ø LAG

**NOTE:**

1. LOCATE SCREWS AT CENTER LINE OF TOP PLATE.
2. SPLIT TOTAL NUMBER OF SCREWS EACH SIDE OF SPLICE.
3. FOR INFO NOT SHOWN SEE 7  
S-5

ALTERNATE TO DETAIL 7  
S-5 CL-1

SHEET # 1 OF 1

REGISTERED PROFESSIONAL ENGINEER  
 NO. 13457  
 IN  
 STRUCTURAL  
 STATE OF CALIFORNIA

Project Name:	BEST SCHOOL
DSA Application #:	04-11919X
CCD Number:	05
Date:	5/5/15

## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

## Appendix A - Sample CCD Category A (continued)

PROJECT: NEW SCHOOL  
 DSA #: 04-119119X  
 CCD #: 05  
 DATE: 5/5/15

CCD 5 SHIT #2 of 2  
 (CALC SHIT #1)

CHANGE DETAIL 7/55 FROM BOLTS TO LAG

FROM 7/55  $\frac{3}{4}$ "  $\phi$  BOLTS 2X TO 4X  
 VAL = 1.2K

CHANGE TO  $\frac{5}{8}$ "  $\phi$  LAG (1 1/2" SIDE MEMBER)  
 VAL = .92K

USE 2-  $\frac{5}{8}$ "  $\phi$  LAG TO REPLACE 1-  $\frac{3}{4}$ "  $\phi$  BOLT  
 SPACE  $4d = 4 \times \frac{5}{8} = 2\frac{1}{2}" \rightarrow$  USE 3 MIN.

FROM 7/55 TWO TYPES OF SPICES.

TYPE A USES 8-  $\frac{3}{4}$ "  $\phi$  BOLTS  
 REPLACE W/ 16-  $\frac{5}{8}$ "  $\phi$  LAG.

TYPE B USES 12-  $\frac{3}{4}$ "  $\phi$  BOLTS  
 REPLACE W/ 24-  $\frac{5}{8}$ "  $\phi$  LAG.



## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

## Appendix B - Sample CCD Category B



140

## APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT – CCD CATEGORY A/B

This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: <u>Amazing Unified School District</u>	DSA File #: <u>37</u>	-
Project Name/School: <u>Best School</u>	DSA App. #: <u>04</u>	- <u>119119</u>

**APPLICANT**

CCD Cat. <input type="checkbox"/> A / <input checked="" type="checkbox"/> B, # <u>05</u>	Date Submitted: <u>5-5-16</u>	Attached Pages?: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes ( <u>1</u> pages)
For CCD Cat. B, this is a <input checked="" type="checkbox"/> voluntary submittal, <input type="checkbox"/> DSA required submittal (attach DSA notification requiring submission).		
Firm Name: <u>ABC Architects</u>	Contact Name: <u>Pat Smith</u>	
Email: <u>Pat@abc.com</u>	Phone Number: <u>(888)555-1111</u>	
Address: <u>1444 Arch Drive</u>		
City: <u>San Diego</u>	State: <u>CA</u>	Zip: <u>92127</u>
<input type="checkbox"/> A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		
<input checked="" type="checkbox"/> For project currently under construction		
<input type="checkbox"/> To obtain DSA approval of existing uncertified building(s).		

**DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE**

Name of Design Professional in General Responsible Charge: <u>Robin Hanks</u>	
Professional License #: <u>C72475</u>	Discipline: <u>Architect</u>
Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.	
Signature: <u>R. Hanks</u>	
DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE	

**CHECK THIS BOX:** ☒ To confirm that all CCD drawings and, when applicable, first sheet or index of calculations and specifications have been stamped and signed by the Responsible Design Professional listed on DSA 1 for this project.

Brief description of construction change (attach additional sheets if needed):

Add painted word "SCHOOL" five feet south of existing "CROSSING" sign, centered on northbound lane of Main St. on west side of school site. Use paint specified for roadway symbols.

List of DSA approved drawings affected by this CCD: Sheet AS1, detail S3.

DSA USE ONLY	DSA Stamp
SSS _____ Date _____ Approved / Disapproved / Not Req'd FLS _____ Date _____ Approved / Disapproved / Not Req'd ACS _____ Date _____ Approved / Disapproved / Not Req'd Remarks _____ _____ _____	For business office use only Date Sent _____ Return By _____ Delivery Method _____

CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

Appendix B - Sample CCD Category B (continued)

CCD 0 SHEET # 1 OF 1

19.3'

10'

SHEET # 1 OF 1

	Project Name:	BEST School
	DSA Application #:	04-119119X
	CCD Number:	06
	Date:	5/5/15

**EXHIBIT H**  
**DSA FORM 3**

## PROJECT SUBMITTAL CHECKLIST

Division of the State Architect (DSA) documents referenced within this publication are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

### GENERAL REQUIREMENT

**Projects submitted to DSA must include 100% complete Construction Documents, finalized, completely detailed, coordinated across all disciplines and ready for construction.**

### PURPOSE

The DSA 3 submittal checklist is a guide for submitting complete documents to provide for a thorough, comprehensive and efficient plan review process by DSA. It addresses Forms, Fees, Construction Documents and Supporting Documents required by plan reviewers. As outlined in procedure *PR 17-03: Project Submittal Appointment Process*, submittals that are found to be incomplete will be rejected and required to register for a new submittal date.

### INSTRUCTIONS

The DSA 3 submittal checklist is to be completed by the design professional responsible for the quality control and coordination review of the Construction Documents. All fields should be filled with either an "X" indicating required items included in the submittal or "N/A" indicating items not applicable to the scope of work.

It is recommended that the DSA 3 checklist be reviewed by the design professional at the time the project is registered to allow adequate time to verify that all applicable items have been completed and coordinated prior to submittal. Any questions related to the applicability of a listed item to the specific project scope should be clarified with DSA intake staff at the time the project is registered and progress drawings are uploaded to DSA Box.

### PART 1 – APPLICATION FORMS

ENTER X OR N/A

1. A completed form *DSA 1: Application for Approval of Plans and Specifications*. ..... ☐  
Note: Design Professionals listed must match those listed on the Title Sheet of the plans.
2. A completed form *DSA 3: Project Submittal Checklist*..... ☐
3. A completed form *DSA 1-INC: Definition of Scope Increments*. Applicable to projects requesting incremental plan review. See *IR A-11: Incremental Submittals*. ..... ☐
4. A completed form *DSA 1-DEL: Delegation of Responsibility*. Applicable to projects involving delegation of responsibilities of plans and specifications, and construction observation which are not easily described on the form *DSA 1*. ..... ☐
5. A completed form *DSA 1-MR: Application for New Manufactured Permanent Modular or Relocatable Buildings*. Applicable to projects manufacturing permanent modular or relocatable buildings. See bulletin *BU 16-01: Delegation of Authority for Modular and Relocatable Buildings – FAQs*). ..... ☐
6. A completed form *DSA 1-RUH: Request for Finding of Unreasonable Hardship*. Applicable to alteration, addition or repair projects seeking relief from full compliance with path of travel requirements. .... ☐
7. A completed form *DSA 1-AMM: Request for Alternate Design Materials and Methods of Construction*. Applicable to projects requesting approval of alternates to achieve code compliance. See procedure *PR 18-01*. .... ☐



**PROJECT SUBMITTAL CHECKLIST****PART 2 – APPLICATION FEES****ENTER X OR N/A**

## 1. Project Submittals

Structural, Fire & Life Safety and Access Compliance plan review fees as required. .... ☐

Required fees may be combined on a single check or warrant made out to “Division of the State Architect” (Note: Not all projects require review by all three disciplines. Indicate plan review services required on the *DSA 1* form). Fees are based on estimated value of construction. Use the *Plan/Field Review Fee Calculator* within Tracker to determine amount due at submittal.)

## 2. Pre-Check Submittals (PC)

a. Structural, Fire & Life Safety and Access Compliance plan review fees ..... ☐

Plan review fees are charged on an hourly basis. A \$6,000 deposit check or warrant made out to “Division of the State Architect” is due at submittal. Final fee to be calculated and invoiced based on actual plan review hours

b. CALGreen/Energy Code plan review fee ..... ☐

A separate deposit check is required for CALGreen/Energy Code plan review for PC submittals for permanent modular or relocatable buildings. See procedure *PR 07-01: Pre-Check Approval*).

- \$2,500 deposit for two or more climate zones
- \$1,500 deposit for one climate zone
- \$500 deposit for unconditioned building (e.g. restroom building)

**PART 3 – CONSTRUCTION DOCUMENTS****ENTER X OR N/A****A. GENERAL REQUIREMENTS FOR DRAWINGS AND SPECIFICATIONS**1. 100% complete Construction Drawings and Specifications, cross-referenced and coordinated among all disciplines..... ☐a. Bid alternates identified, when applicable..... ☐b. DSA approved Pre-Checked (PC) drawings to be included in drawing set for projects incorporating PC designs. .... ☐c. Electronic Plan Review submittal prepared in accordance with the drawing and specification format/file requirements in procedure *PR 18-04: Electronic Plan Review for Design Professionals of Record*. .... ☐d. Over-The-Counter (OTC) Plan Review submittal prepared in accordance with policy *PL 07-02: Over-the-Counter Review of Projects Using Pre-Check Approved Designs*. (1) set required for plan review mark-ups; (1) set for corrections and approval. .... ☐e. For the submittal of new, revised or renewed pre-check (PC) applications see procedures *PR 07-01: Pre-check Approval* and *PR 18-04: Electronic Plan Review for Design Professionals of Record*. Submittal is required to be in electronic format. All conditioned or unconditioned PC buildings require DSA CALGreen/Energy review. .... ☐2. A completed form *DSA 103: List of Material Testing and Special Inspection*..... ☐3. A completed form *DSA 810: Fire & Life Safety Site Conditions Submittal* when required per the DSA 810 instructions. (Incorporate on fire access site plan, with local fire authority sign off for proposed alternates for applicable projects.) ..... ☐

**PROJECT SUBMITTAL CHECKLIST****B. TITLE SHEET**

1. A complete Code Analysis. For each building indicate use, occupancy classification, allowable area, allowable building height, construction type, mixed ratio and area increase justifications. (Provide separate code analysis sheet, if necessary.) ..... ☐
2. Index of all sheets ..... ☐
3. Complete scope of work description ..... ☐
4. On incremental submittals, identify all increments and their respective scope of work. (A Title Sheet is required for each incremental submittal.) ..... ☐
5. Project directory including contact information for owner, architect and consultants. .... ☐
6. List of required governing codes, adopted standards and inspector classifications. .... ☐
7. List of deferred submittals. (See guideline *GL-3: Structural Plan Review* for list of items eligible for deferred submittal.) ..... ☐

**C. SITE AND / OR CIVIL PLANS AND DETAILS**

1. Comprehensive campus site plan and enlarged site plans for areas of work. (Identify if the site is located within a Wildland Urban Interface area. Label all incremental work if applicable.) ..... ☐
2. Identified each building and include name, use, occupancy, construction type and whether or not it's equipped with fire sprinkler system. .... ☐
3. DSA application number(s) for each existing structure and facility within the scope of work identified. See *IR A-20: New Projects Associated with Existing Uncertified Projects*. Note that issues preventing the certification of existing structures and facilities will need to be resolved before plans altering those structures and facilities are approved. .... ☐
4. Path of travel improvements which include an accessible route from the area of work to each of the following elements with improvements to current code: public transportation stops, public way, accessible parking, accessible passenger loading zones, administration building, and accessible restroom(s) serving area of work. See procedure *PR 15-01: Required Information for Path of Travel Upgrades on Construction Documents*. .... ☐
5. Accessible parking spaces identified and detailed within scope. .... ☐
6. Parking ratio calculations for each parking lot, within or impacted by the scope of work. .... ☐
7. Location of proposed electric vehicle charging stations, if provided. .... ☐
8. Sidewalk and roadway delineated, with widths and surface materials identified within scope. .... ☐
9. Path of exit discharge to public way or to identified area(s) of safe dispersal. .... ☐
10. All fencing and gates shown, indicating required exit gates, panic hardware and widths. .... ☐

**D. DEMOLITION PLANS**

1. Area of demolition and location of adjacent structures indicated on site plan. .... ☐
2. Detailed demolition plan for partial demolitions with note on plan stating that no demolition shall begin until plans including the demolition work have been approved by DSA ..... ☐

**PROJECT SUBMITTAL CHECKLIST****E. FLOOR PLANS**

1. Floor plans demonstrating access compliance, including restrooms, elevators, wheelchair lifts, stairs, ramps, door clearances, door swings, doors with panic hardware, casework, fixed furniture, equipment and all other required accessibility features. .... ☐
2. Enlarged floor plans of restrooms, elevators, stairs, ramps, lifts and specialty areas such as science labs, kitchens, auditoriums, etc. .... ☐
3. Distance of travel from elevator location to top and bottom nosing of all stairways demonstrated to be less than 200 feet. .... ☐
4. Accessible egress systems identified and detailed. .... ☐
5. Room and occupied area labels, indicating use and total occupants. Load factor used for occupant load calculations identified (net or gross). .... ☐
6. Net or gross floor area totals for each room or occupant area indicated. .... ☐
7. An exit analysis provided, indicating exit widths and cumulative loads at exits, including exit discharge paths and widths. .... ☐
8. Fire-resistance-rated walls and smoke barriers identified and cross referenced to partition schedules and details. Wall types, wall function, assemblies and assembly design number references noted. .... ☐
9. A detailed bleacher seating layout, identifying accessible seating and remaining floor area occupant load calculations (required in initial submittal even for projects where bleachers are identified as a deferred submittal). .... ☐
10. Way-finding and signage plans with legends and/or schedules cross-referenced to details. .... ☐
11. Dedicated egress provided within a new addition, unless the existing adjacent structure providing egress is of equal or greater live load and lateral load design criteria than the new addition (per *Part 1, Title 24, Section 4-306*). .... ☐

**F. ARCHITECTURAL DETAILS, ELEVATIONS, SECTIONS, ROOF PLANS AND REFLECTED CEILING PLANS**

1. Detailed interior elevations, exterior elevations, and sections including dimensions. Show roofing types and connections to structure. Show ceiling types and support and bracing details. .... ☐
2. Interior and exterior wall framing and details, including locations of drift joints in exterior wall framing as applicable. .... ☐
3. Fire-resistance-rated horizontal assemblies, ceilings and floors identified and detailed. .... ☐
4. Door openings and wall penetrations located and detailed. .... ☐
5. Skylight locations and sizes shown and detailed. .... ☐
6. Door, hardware, windows and finish schedules cross referenced to details. Note panic hardware, fire doors, doors with security hardware, and any fire-resistance-rated and tempered glazing/window assemblies. .... ☐
7. Signage schedules, cross referenced to details of room identification and way-finding signage. .... ☐
8. Casework and fixed furniture identified, including elevations, details, anchorage and required accessibility clearances and features. .... ☐
9. Soffits and other architectural projections identified and detailed. .... ☐

**PROJECT SUBMITTAL CHECKLIST**

10. All equipment identified and anchorage detailed. .... ☐
11. Walk-in refrigerators and freezers identified and detailed. .... ☐
12. Roof classes identified on all new and existing roofs within the project scope. .... ☐

**G. STRUCTURAL DRAWINGS**

1. Description of design basis, indicating the materials and lateral system utilized. List design gravity and lateral loads, soil parameters, and wind and seismic coefficients. For voluntary seismic improvements, indicate the specific structural items to be upgraded and the load levels for which those items are designed. .... ☐
2. Dimensioned foundation, floor and roof framing plans, including locations of all structural elements (e.g., foundations, walls, columns, beams). .... ☐
3. Complete truss detailing, including open web manufactured trusses (unless deferred.) .... ☐
4. Details for all elements of the lateral force resisting system .... ☐
5. Details for all diaphragms, chords, and collectors .... ☐
6. All windows, doors, skylights, ducts, pipes and other openings identified and detailed. .... ☐
7. Mechanical and electrical equipment located on plans, sections and elevations with unit weights noted on floor and roof framing plans. .... ☐
8. Project details, schedules and notes, as applicable to scope of work. .... ☐
9. For relocatable buildings less than 2,160 square feet, identify and detail wood or concrete foundations. .... ☐
10. For relocatable buildings over 2,160 square feet, identify and detail concrete foundations .... ☐

**H. MECHANICAL/PLUMBING DRAWINGS AND CALCULATIONS**

1. Location of all rated wall and ceiling assemblies identified. .... ☐
2. Mechanical unit locations shown, anchorage details referenced. .... ☐
3. Mechanical equipment schedule, including equipment CFMs (cubic feet per minute rating), unit operating weights and cross-reference to anchorage details. .... ☐
4. For MEP (Mechanical/Electrical/Plumbing) only projects, show partial structural framing plans at existing floors or roofs supporting mechanical equipment. .... ☐
5. Anchorage details for ducts and piping. .... ☐
6. Plumbing fixture schedules with flow rates and flush volume indicated in accordance with *CALGreen Code Section 5.303.3*. .... ☐
7. Mechanical and piping penetrations at fire-resistance-rated walls, shear walls, headers, lintels, floors and roofs identified and cross referenced to details. .... ☐
8. Plumbing layout coordinated with architectural plans and accessible fixtures identified. .... ☐
9. Grade level gas shut-off valve location indicated at all buildings. .... ☐
10. Locations of all fire/smoke dampers, supply/return registers and ducting indicated with details cross-referenced. .... ☐
11. Fume hood system shown including weight and exhaust duct identified and detailed. .... ☐

**PROJECT SUBMITTAL CHECKLIST**

12. Type I kitchen hood fire suppression system identified and detailed. (Show gravity support and lateral bracing for kitchen hoods.) ..... ☐
13. Any special systems indicated, including smoke removal, special venting, dust collection and all interfacing equipment identified and detailed with weights shown or scheduled for required anchorage design. .... ☐
14. Domestic water and gas load calculations with pipe sizes identified. .... ☐
15. Water heating system and location of equipment identified. .... ☐
16. *Energy Code Certificate of Compliance* forms included with plans. .... ☐

**I. ELECTRICAL DRAWINGS**

1. Location of all rated wall and ceiling assemblies identified. .... ☐
2. Panel locations with fire-resistance-rated enclosure assemblies identified. .... ☐
3. New and existing exit signs located. .... ☐
4. Interior and exterior emergency lighting and dedicated circuits identified. .... ☐
5. Power receptacles, ground-fault circuit interrupters (GFCI), and switches with accessible locations indicated and heights detailed. .... ☐
6. Assistive Listening Systems identified and detailed. .... ☐
7. Panel schedules and load calculations provided. .... ☐
8. Equipment/fixture schedule with weights and reference to anchorage details provided. .... ☐
9. *Energy Code Certificate of Compliance* forms included on plans. .... ☐

**J. FIRE ALARM SYSTEM DRAWINGS**

1. Guideline *GL-2: Project Submittal Guideline: Fire Alarm and Detection Systems* has been reviewed and all applicable items incorporated into submittal ..... ☐
2. Automatic fire alarm system if applicable (An automatic fire alarm system is required for all new buildings at a new or existing campus and for modernizations if project cost exceeds \$200,000 with any state funding.) ..... ☐
3. Fire alarm site plan indicating building names or designations ..... ☐
4. Fire alarm floor plans, including room uses, ceiling heights with circuits and device numbers identified, including locations of fire-resistance-rated walls and ceilings. .... ☐
5. Locations of the fire alarm control panel, power booster, terminal cabinets, annunciator panels, and all other required fire alarm equipment shown. .... ☐
6. Conduit runs, including wire type, size and number of conductors indicated. .... ☐
7. Fire alarm system identified: addressable or non-addressable, system and circuit class. .... ☐
8. Voltage-drop and battery calculations shown. .... ☐
9. Emergency Voice/Alarm Communication System. (See *IR F-1* for projects, where required). .... ☐

**PROJECT SUBMITTAL CHECKLIST****K. AUTOMATIC FIRE SPRINKLER SYSTEMS (AFSS) DRAWINGS**

1. Guideline *GL-1:Project Submittal Guideline: Automatic Fire Sprinkler Systems* and policy *PL 10-01: Plan Submittal Requirements: Automatic Fire Sprinkler Systems (AFSS)* have been reviewed and all applicable items incorporated into the submittal ..... ☐
2. Test Hydrant locations identified and water-flow test data signed by local fire authority or water purveyor. .... ☐
3. Fire sprinkler plan and site plan layout with water-flow test hydrant nodes indicated. Show locations for all lateral bracing. Show locations of fire rated assemblies and full height walls. .... ☐
4. Reflected ceiling plan with fire sprinklers located and coordinated with architectural, mechanical and lighting plans. .... ☐
5. Cross sections of buildings. .... ☐
6. Details of all assemblies, fittings, bracing, hangers, thrust blocks, signage, flexible piping and any other required AFSS equipment or supports. .... ☐

**PART 4 – SUPPORTING DOCUMENTATION****ENTER X OR N/A****A. GENERAL SUPPORTING DOCUMENTS**

1. Pre-application meeting minutes ..... ☐
2. District letter for exempt items. (Applicable only to school project submittals containing items listed in *Appendix A of IR A-22: Construction Projects and Items Exempt from DSA Review* which the district wishes DSA not to plan review or certify.) ..... ☐
3. Previously-approved DSA reference drawings (for alteration, reconstruction or additions to previously DSA-approved structures). .... ☐
4. Previously-approved DSA comparison sets (for projects re-using previously DSA-approved designs) ..... ☐

**B. STRUCTURAL REVIEW SUPPORTING DOCUMENTS**

1. EXISTING BUILDING EVALUATION (For projects involving reconstruction, alterations, or additions.) ..... ☐
  - a. Copy of DSA approved (REH) Rehabilitation Evaluation and Design Criteria Report (applicable to rehabilitation projects for upgrades of non-conforming building or mandatory triggered upgrades per *CAC 4-309 (c)*). See form *DSA 1-REH Pre-application for Approval of a Rehabilitation Project Evaluation & Design Criteria Report* and procedure *PR 08-03: School Facility Program/Seismic Mitigation Program*. .... ☐
  - b. For projects involving reconstruction, alterations, or additions where no REH report has been submitted: Provide calculations demonstrating that the triggers of *CAC Section 4-309(c)* have not been exceeded. .... ☐
  - c. For projects involving reconstruction, alterations, or additions where no REH report has been submitted: Provide justification that the cost of the building reconstruction, alteration, or addition, determined in accordance with *CAC 4-309(c)*, does not exceed 50 percent of the building replacement cost. .... ☐

**PROJECT SUBMITTAL CHECKLIST****2. FLOOD MAP**

(Applicable to new construction, additions and relocations. See procedure *PR 14-01: Flood Design and Project Submittal Requirements*.) .....

☐**3. PROJECT STRUCTURAL CALCULATIONS**

- a. One set of stamped and signed structural calculations indicating codes used. .... ☐
- b. Index of all calculations included. .... ☐
- c. Description of scope of work covered by the submitted calculations with complete design criteria indicated. Provide a clear narrative for each calculation section with main assumptions and design approach to be used. Address the impact to existing structural lateral systems of any proposed partial demolition(s). Reference CAC 4-309 for structural rehabilitation triggers. .... ☐
- d. Seismic, wind and importance load factors indicated. Wind loading provisions including wind speed, exposure and any specialized items such as topographic effects need to be clearly defined. .... ☐
- e. Snow load utilized in the design identified; provide snow drift calculations, if appropriate. .... ☐
- f. Utilized soil bearing pressure indicated. If greater than 1,500 psf, or where the exceptions in *California Building Code (CBC) Section 1803A.2* are not met, provide substantiating geotechnical report. .... ☐
- g. Utilized lateral soil passive pressure indicated. If greater than 100 psf, provide substantiating geotechnical report. .... ☐
- h. Completed design checks of foundations including check of soil stresses and strength checks of footings. .... ☐
- i. Allowable lateral soil pressure for the design of poles, signs or antennae. .... ☐
- j. Calculations for miscellaneous site structures. .... ☐
- k. Key plans for foundations, floors and roofs, coordinated and cross referenced to the submitted structural calculations. .... ☐
- l. Lateral drift calculations, as required by code, .... ☐
- m. Load calculations, including weight of mechanical and electrical units and fire sprinkler pipe, .... ☐
- n. Calculations for mechanical equipment anchorage, including overturning, .... ☐
- o. Complete gravity system calculations, including checks of connections, .... ☐
- p. Complete truss calculations and details for open-web trusses (unless deferred), .... ☐
- q. Complete chord and collector calculations, .... ☐
- r. Lateral system calculations, including checks of connections, .... ☐
- s. Calculations for lateral floor and roof diaphragms. .... ☐
- t. Rigid diaphragms identified and calculations provided for accidental torsion consideration..... ☐
- u. Dynamic analysis calculations required for buildings with structural irregularities, in accordance with American Society of Civil Engineers Standard ASCE 7, Table 12.6-1. .... ☐

**PROJECT SUBMITTAL CHECKLIST**

- v. For designs by computer analysis, printouts of key input and output with a copy of the input and output files must be included. Structural calculation should provide all model geometry, loading information, boundary conditions, material properties, framing sizes, and strength check modifiers. Calculations must also contain primary analysis results such as reactions, all strength checks, and any connection design output to justify the design with the model provided as backup. .... ☐
4. GEOTECHNICAL INVESTIGATION / SOILS REPORT (See *CBC 1803A* for applicability)
- a. New report applicable to the buildings in the scope of work with the appropriate professionals' stamps and signatures. .... ☐
- b. A previous report may be submitted if a reevaluation is made and found to be currently appropriate. A letter updating the original report(s) by the same geotechnical engineer or geotechnical engineering firm must be included.) .... ☐
5. GEO-HAZARDS REPORT (See procedure *PR 14-01* for applicability) .... ☐
- a. A Geo-Hazards Report applicable to the buildings in the scope of work, with the appropriate professionals' stamps and signatures. .... ☐
- b. A previous report may be submitted provided that a reevaluation if made and found to be currently appropriate and the additional criteria outlined in *IR A-4.13 Geohazard Report Requirements* are satisfied. Provide a letter updating original report(s) by the same geotechnical engineer or geotechnical engineering firm.) .... ☐
- c. One copy of a completed California Geological Society (CGS) application with CGS project number, per *IR A-4.13: Geohazard Report Requirements*..... ☐
- d. One copy of site data report submitted to CGS per *CBC 1603A.2*. .... ☐
- e. CGS Final Acceptance letter will be required prior to DSA's stamp-out. .... ☐

**C. ACCESS COMPLIANCE REVIEW SUPPORTING DOCUMENTATION**

1. Manufacturers' product data sheets for door hardware, plumbing fixtures, restroom accessories. .... ☐

**D. FIRE AND LIFE SAFETY REVIEW SUPPORTING DOCUMENTATION**

1. Current CAL FIRE Office of the State Fire Marshal listings and manufacturers' product data sheets for all AFSS materials and devices. .... ☐
2. Hydraulic calculations for each building, system coordinated with the water-flow test hydrant ..... ☐
3. Structural calculations for support and bracing of sprinkler systems ..... ☐
4. Current CAL FIRE Office of the State Fire Marshal listings and manufacturers' product data sheets for all fire alarm devices ..... ☐
5. For projects exempt from the Green Oaks Family Academy Elementary School Fire Protection Act (SB 575, Chapter 725, Statutes of 2001), a letter signed by the school district superintendent stating the project is exempt ..... ☐



**PROJECT SUBMITTAL CHECKLIST****E. ENERGY CODE COMPLIANCE DOCUMENTATION (Applicable to new construction, additions and alterations to an existing building envelope, HVAC or electrical system)**

1. Energy Compliance Documentation Submittal Checklist with signatures (Form *DSA 403-A*, *DSA 403-B*, or *DSA 403-PC*, as applicable). ..... ☐
2. California Energy Code required *Certificate of Compliance* forms with appropriate signatures on drawings ..... ☐
3. Building Energy Analysis Report (8½-inch x 11-inch format)..... ☐

**F. CALGREEN CODE COMPLIANCE DOCUMENTATION (Applicable to new construction and additions and landscape work.)**

1. *DSA 1-L: Outdoor Water Use Self-Certification of Landscape Irrigation Design* form and documentation with Site Landscape Area Location Plan See procedure *PR 15-03: Compliance with CALGreen Outdoor Water Use Regulations*. ..... ☐
2. Completed *Application Matrix* (*Attachment 1* within the guideline *GL 4: CALGreen Code*.) ..... ☐
3. Identified underground and above-ground utilities and drainage systems; identified methods to manage surface water in compliance with *CALGreen Code Section 5.106.10*. ..... ☐
4. Location of bicycle parking in compliance with *CALGreen Code Section 5.106.4.2*. ..... ☐
5. Identified areas that serve the entire building for recycling of non-hazardous materials per *CALGreen Code Section 5.410.1*..... ☐
6. Identified primary exterior entry protection in compliance with *CALGreen Code Section 5.407.2.2.1*. .... ☐
7. Requirements for indoor moisture control identified in compliance with *CALGreen Code Section 5.505.1*. ..... ☐
8. Requirements for acoustical control identified in compliance with *CALGreen Code Section 5.507.4*..... ☐
9. Requirements for ventilation identified in compliance with *Energy Code* and *CALGreen Code Section 5.506.1*..... ☐

**ROOFING CONTRACT FINANCIAL INTEREST CERTIFICATION**  
**(Public Contract Code section 3006)**

PROJECT/CONTRACT NO.: \_\_\_\_\_ between **Mountain View Whisman School District** ("District") and \_\_\_\_\_  
\_\_\_\_\_ ("Architect / Engineer") ("Contract" or "Project").

I \_\_\_\_\_, \_\_\_\_\_  
Name Name of Architect / Engineer

certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roof project contract on this project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I \_\_\_\_\_, \_\_\_\_\_  
Name Name of Architect / Engineer

certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I \_\_\_\_\_, \_\_\_\_\_  
Name Name of Architect / Engineer

Have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): \_\_\_\_\_

Mailing address: \_\_\_\_\_

Addresses of branch office used for this Project: \_\_\_\_\_

If subsidiary, name and address of parent company: \_\_\_\_\_

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date: \_\_\_\_\_

Proper Name of Architect / Engineer: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code § 2204)**

PROJECT/CONTRACT NO.: \_\_\_\_\_ between **Mountain View Whisman School District** ("District") and \_\_\_\_\_  
\_\_\_\_\_ ("Architect / Engineer") ("Contract" or "Project").

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Architect / Engineer shall complete **ONLY ONE** of the following two paragraphs.

☐ 1. Architect / Engineer's total Fee is less than one million dollars (\$1,000,000).

**OR**

☐ 2. Architect / Engineer's total Fee is one million dollars (\$1,000,000) or more, but Architect / Engineer is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Architect / Engineer is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

**OR**

☐ 3. Architect / Engineer's total Fee is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Architect / Engineer to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with this Agreement.**

I certify that I am duly authorized to legally bind the Architect / Engineer to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: \_\_\_\_\_

Proper Name of Architect / Engineer: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

***Mountain View Whisman School District***

**Agenda Item for Board Meeting of 11/5/2020**

**Agenda Category:** CONSENT AGENDA

**Agenda Item Title:** Award of Architectural Services Contract to Dreilling Terrones Architecture for the HVAC Replacement at Various Sites Project

**Estimated Time:**

**Person Responsible:**

Rebecca Westover Ed.D.  
Chief Business Officer

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**Background:**

The HVAC Replacement at Various Sites project involves the replacement of existing HVAC equipment at (8) school sites an installation of new control systems at (2) middle school sites. The project requires the services of an architectural design firm to assist in design, and construction documents, DSA submittal, construction administration and closeout. The District issued a Request for Proposal (RFP) for these services on September 18, 2020 to the currently approved pool of Architects for the District for the Measure T Bond. A total of three proposals were received.

**Fiscal Implication:**

Dreilling Terrones Architecture has presented a service fee proposal for the required services in the amount of \$222,965. At this time, the estimated construction cost is \$12,000,000. This proposal is within the established project budget for design fees.

**Recommended Action:**

It is recommended the Board of Trustees approve the service fee proposal and award of an agreement for Dreilling Terrones Architecture in the amount of \$222,965.

**ATTACHMENTS:**

Description	Type	Upload Date
DTA - HVAC Replacement Proposal	Backup Material	10/29/2020
DTA Architect Agreement - HVAC	Backup Material	10/29/2020

9 October 2020

## Proposal for Architectural and Engineering Services

The following is a Proposal for the performance of Architectural and Engineering Services. Upon acceptance of this Proposal by the Owner, work shall commence.

### Client

**Mountain View Whisman School District**  
1400 Montecito Ave.  
Mountain View, CA 94043

### Project

**Various Sites**  
**HVAC Replacement**  
Mountain View Whisman School District  
Mountain View, CA 94043

### Intentions and Considerations

- The District would like to replace the existing HVAC equipment at (8) school sites.
- Equipment will be replaced by either new split systems, new VRF units, in-kind rooftop/package units, or in-kind Bard units.
- New control systems will be installed only at the (2) Middle Schools to bring them in line with District Standards.
- It is understood that the existing ductwork will remain in place.
- All work performed will be in compliance with Title 24 Energy Conservation Standards, and will conform with the CalGreen Code Mandatory Measures.
- The District has indicated a tentative project schedule – see below.
- The District has indicated a preliminary construction budget of \$12M.
- It is understood that portions of this scope of work may require submittal, review and approval by the Division of the State Architect (DSA) and will require DSA Certification.
- The scope anticipated for the project will include, but may not be limited to:
  - Bubb Elementary School
    - Replace HVAC equipment with new split systems in (20) classrooms
    - Existing control systems to remain
  - Huff Elementary School
    - Replace HVAC equipment with new split systems in (18) classrooms
    - Existing control systems to remain
  - Landels Elementary School
    - Replace HVAC equipment with new split systems in (18) classrooms
    - Existing control systems to remain
  - Mistral Elementary School
    - Replace HVAC equipment with new split systems in (16) classrooms
    - Existing control systems to remain

- Graham Middle School
  - Replace HVAC equipment with new split systems in (35) classrooms
  - Replace (6) Bard units in the portable buildings
  - (68) New control system units will be installed to bring in line with District Standards
- Theuerkauf Elementary School
  - Replace HVAC equipment with new VRF units in (26) classrooms
  - Existing control systems to remain
- Monta Loma Elementary School
  - Replace HVAC equipment with new VRF units in (24) classrooms
  - Existing control systems to remain
- Crittenden Middle School
  - Replace HVAC equipment with new VRF units in (26) classrooms
  - Replace (4) existing rooftop/ package units at the Administration Building
  - (58) New control system units will be installed to bring in line with District Standards
- Control sequencing and air re-balancing will be done to newly installed HVAC systems.

## Services

DTA and their Consulting Engineers as identified, will provide the following services.

Phases / Tasks:

### **Phase 1: Existing Conditions Reconnaissance / As-Built Documents – NOT USED**

#### **Phase 2: Schematic Design**

- Prepare drawing backgrounds for use by the Engineering consultants to prepare the HVAC Design
- Work with District and Construction Managers to obtain record documents for existing facilities and related HVAC equipment.
- Review Record Documents with Mechanical / Plumbing / Electrical Consultants and make site visits for existing conditions reconnaissance.
- Meet with District to discuss scope, intentions and coordinate recommendations from Engineers
- Prepare Schematic Design Drawings – major equipment locations and rough layout of selected mechanical systems
- Meet with the District to review Schematic Concepts and verify scope alignment with District goals, intentions, and budget.

#### **Phase 3: Design Development**

- Review Owner direction with Consultants and revise Schematics
- Design Development with notes, equipment schedules and major equipment location
- DSA coordination for determination of Project Submittal requirements and potential exemptions
- Coordinate and provide cutsheets on HVAC units and plumbing fixtures
- Present Design Development to District for direction to proceed with CD's

#### **Phase 4: Construction Documents**

- Review Owner direction with Consultants and revise Design Development
- Provide final drawings, specifications, energy compliance certification and other calculations for DSA, and/or bidding packages.
- Review final document with District prior to DSA submittal or Bidding
- Coordinate with Construction Managers for Bid Packaging and DSA Submittals (if necessary.)
- Submit to DSA (if necessary) and attend / manage DSA Back Check

**Phase 5: Bidding Assistance**

- Issue / Package Documents for Bidding
- Attend pre-proposal conference
- Issue bidding addenda as necessary to respond to Bidders' RFI's
- Review bid results and advise as necessary

**Phase 6: Construction Administration**

- Attend Pre-Construction Meeting
- Site Visits as necessary to observe Construction – assume (4) site visits for each campus the duration of the project
- Review submittals and shop drawings as necessary
- Issue Field Sketches and Clarifications as necessary during construction
- Punch List preparation and issue

**Phase 7: Project Closeout**

- Prepare / Coordinate As-Built Documents per District Standards
- Prepare and Submit DSA closeout documentation for any Projects / Scope that requires DSA review
- Coordinate with District's CM for Notices of Completion

## Personnel

DTA Staff who will be assigned to work on this project include:

- Richard Terrones, Principal
- Alicia Ader, Project Manager
- Other Architectural Staff as needed

This proposal also includes the following Engineering Consultants. Refer to Consulting Engineers' firm details for other critical team members that will be assigned to this Project.

**Consultants Included in this Proposal**

Mechanical / Plumbing	<b>H&amp;M Mechanical Group</b> Oakland, CA  John Chou, Principal / Mechanical Engineer Stephen Wafer, Plumbing Designer
Electrical	<b>Alliance Engineering Consultants (AEC)</b> Santa Clara, CA  Ken Ngai, Principal / Electrical Engineer
Structural	<b>Duquette Engineering</b> Santa Clara, CA  Steve Duquette, Principal / Structural Engineer

## Excluded Service:

- Other Engineering disciplines not currently identified above
- Other Engineering Services can be provided as needed via a supplement to this proposal, as mutually agreed by MVWSD and DTA.
- Formal Commissioning services, beyond punch list and systems operations checks
- LEED and/or CHPS certification

## Owner Provided Items

Owner shall provide the following information for Architects use:

- As-Built / Record Drawings from prior Construction – CAD and PDF format

## Project Schedule

The Mountain View Whisman School District has proposed the following project timeline, as described in the RFP issued 9/18/2020.

- **Schematic Design:** October 22, 2020 – November 19, 2020
- **Design Development:** November 20, 2020 – December 30, 2020
- **Construction Documents:** December 31, 2020 – January 31, 2021
- **DSA Review / OTC / Backcheck:** February 1, 2021 – May 20, 2021
- **Construction:** June 2021 – August 2021

DTA is able to meet the District's aggressive tentative project schedule.

## Current Work Commitments

DTA will have the necessary level of staffing available to immediately begin design once the project is awarded by the Board in October 2020, and will continue to have the appropriate staffing necessary complete the project.

## Compensation

Architectural Fees will cover services described above except for items defined as additional services. Items considered to be additional services will be identified prior to performance of those services and will proceed only upon written authorization from the Owner.

Expenses required as part of the Project are estimated below. Reimbursable expenses not included in the contract will be billed at cost.

DTA is proposing on a lump sum basis as a maximum not-to-exceed fee. Invoicing will be sent on a monthly basis, for work completed during the prior period, as described below. Any fees remaining at the end of a Project Phase, will be invoiced as a lump sum for that remaining fee.

DTA is willing to agree to fees that are aligned with the OPSC Fee Calculator, presuming the Project type and related services are aligned with the standard type of services that the Fee Calculator generally presumes.

Fees and other charges will be billed on or about the first day of each month for services rendered during the previous month. Invoices will be due and payable within twenty days from the date of invoice. Invoices remaining unpaid for thirty days from date of invoice will be considered past due and may be cause for termination of work. Invoices remaining unpaid for forty-five days will be grounds for termination of any agreement existing between the Owner/Client and the Architect.

It is understood that the Client may wish to terminate the project for convenience at any point during the process. In such case, fees will be invoiced and due, for services rendered to that point of termination, and for any residual or shut-down expenses that may occur.



## Fee Outline

The following is a lump sum proposal for **Architectural and Engineering Services**.

task	fee
<b>Architectural Services</b>	
<b>Phase 1: Existing Conditions Reconnaissance / As-Built Documents</b>	N/A
<b>Phase 2: Schematic Design</b>	
<ul style="list-style-type: none"> <li>• Prepare backgrounds for use by Engineering Consultants</li> <li>• Coordinate with District / CM to obtain record documents of existing equipment</li> <li>• Review Record Documents with Consultants; site visits for reconnaissance</li> <li>• Meet with District to discuss scope, intentions and Consultant recommendations</li> <li>• Prepare Schematic Drawings</li> <li>• Meet with District to review Schematic Drawings</li> </ul>	
<b>subtotal</b>	<b>\$15,100</b>
<b>Phase 3: Design Development</b>	
<ul style="list-style-type: none"> <li>• Review Owner Direction with Consultants; revise Schematics</li> <li>• Design Dev with notes, equip. schedules, locations</li> <li>• DSA coordination for Submittal requirements and exemptions</li> <li>• Coordinate and provide cutsheets</li> <li>• Present DD to District for direction to proceed with CDs</li> </ul>	
<b>subtotal</b>	<b>\$4,545</b>
<b>Phase 4: Construction Documents</b>	
<ul style="list-style-type: none"> <li>• Review Owner direction with Consultants; revise Design Development</li> <li>• Provide final documents for DSA and/or bidding package</li> <li>• Review final documents with District prior to DSA Submittal / Bidding</li> <li>• Coordinate w/ CM for Bid Packaging and DSA Submittal (if necessary)</li> <li>• Submit to DSA (if necessary) and attend/ manage Backcheck</li> </ul>	
<b>subtotal</b>	<b>\$8,960</b>
<b>Phase 5: Bidding Assistance</b>	
<ul style="list-style-type: none"> <li>• Issue / Package Documents for Bidding</li> <li>• Attend pre-proposal conference</li> <li>• Issue bidding addenda as necessary, to respond to Bidders' RFI's</li> <li>• Review bid results and advise as necessary</li> </ul>	
<b>subtotal</b>	<b>\$7,660</b>
<b>Phase 6: Construction Administration</b>	
<ul style="list-style-type: none"> <li>• Attend Pre-Construction Meeting</li> <li>• Site Visits to observe Construction – assume (4) site visits per campus</li> <li>• Review submittals and shop drawings (as necessary)</li> <li>• Issue Field Sketches and Clarifications as necessary during construction</li> <li>• Punch List preparation / issue – includes Consultants Punch Review</li> </ul>	
<b>subtotal</b>	<b>\$5,320</b>
<b>Phase 7: Project Close-Out / As-Built Coordination</b>	
<ul style="list-style-type: none"> <li>• Prepare / Coordinate As-Built Documents per District Standards</li> <li>• Prepare / Submit DSA closeout documentation</li> <li>• Coordinate with CM for Notices of Completion</li> </ul>	
<b>subtotal</b>	<b>\$4,380</b>

**Consulting Engineering Services**

- Mechanical / Plumbing Engineering
- Electrical Engineering
- Structural Engineering

proposal	\$115,000
allowance	\$50,000
allowance	\$10,000
<b>subtotal</b>	<b>\$175,000</b>

**Reimbursable Expenses:**

- Printing, Deliveries, etc.

estimate	<b>\$2,000</b>
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<b>Lump Sum Total</b>	<b>\$222,965</b>
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**Rates**

Project services will be based on the following DTA billing rates.

**Billing Rates**

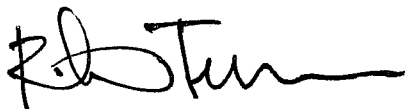
Principal	per hour	\$270
Project Architect	per hour	\$175
Staff / Clerical	per hour	\$115

**Authorization to Proceed**

Signature indicates acceptance of terms of this agreement and authorization for the Architect to proceed with the work described herein. Once a signed Proposal is received, we will schedule the work and proceed within two weeks' time.

\_\_\_\_\_  
Client Date

Sincerely,



10/09/2020

\_\_\_\_\_  
DTA Date  
R. Terrones, License #C24686

## Personnel



### Richard Terrones, Architect

#### Vice President

Richard is a partner and manages our Burlingame office. He is an Architect versed in a full range of services including principal level consulting for Design, Planning, Construction Documents, Construction Administration and general Project Management. He is a Burlingame Resident, and has been a Planning Commissioner for Burlingame for the past 12+ years

Richard will be the Principal-in-Charge and oversee general project direction and strategies for the projects. He will represent DTA during all Staff and Client or User Engagement that may be necessary.

Richard successfully co-developed, and is managing and overseeing the current Building Program for the Burlingame School District. He has also assisted with the management of the Campbell Union High School District Program for over fifteen years. He is currently overseeing multiple projects for the Mountain View Whisman School District, totaling more than \$50M in construction.

Richard has vast experience in dealing with the many agencies that are involved in public projects, and has developed a good working relationship with various government agencies throughout the Bay Area.

#### Education

Bachelor of Arts: Architecture,  
University of California, Berkeley

#### Registration and Affiliations

Licensed Architect in California C24686  
Issue Date: 11/23/1993

LEED GA

#### Professional Memberships

Congress for New Urbanism  
Coalition for Adequate School Housing (CASH)  
City of Burlingame, Planning Commissioner  
Member of Downtown Burlingame Citizens Advisory Committee

#### References

Julio Lucas  
Senior Manager of Bond Program  
East Side Union High School District  
p: 408.347.5102

Tim Ryan  
Director of Facilities, Retired  
Burlingame School District  
p: 415.299.3816

#### Experience

- **20 years of Professional Experience in Architecture, including Project Design, Project Management and Program Management**
- **Specialization in K-12 Public School Design and Construction Administration in California. Personally designed over half a million square feet of classroom modernizations in the past 15 years alone**
- **Developed and implemented Logistics Program for multiple project, multi-million dollar, public school building program for the Campbell Union High School District, San Jose, CA**
- **Currently managing the multi-million dollar, multiple project Program for the Burlingame School District, Burlingame, CA**

#### Notable Projects

- **Independence High School Modernization of Buildings G, H and L**  
Modernization of existing Classrooms for Alternative School (Charter) Programs at existing Campus
- **Vargas Elementary School New Campus**  
New Construction for re-emerging neighborhood K-5 Elementary School
- **Stevenson Elementary School Entire Site Reconstruction**  
Re-building of the entire School - removing portable classrooms and an undersized Library, and providing a new standard Multiuse Room Facility
- **Theuerkauf Elementary School Alterations & Addition**  
Interior and exterior alterations to Classrooms, Administration Offices, Student and Staff Restrooms, the Multi-use Room and the serving Kitchen



## Alicia Ader

### Project Manager / Production

Alicia has four years of experience working in Public School Construction. She received her Bachelor of Architecture from the University of Nevada, Las Vegas and a Masters of Architecture from Massachusetts College of Art and Design. She is an expert in construction and design documentation and construction administration methods.

Alicia was raised in Silicon Valley, attending public schools in the Cupertino Union School District and the Fremont Union High School District, and is very familiar with life on the San Francisco Peninsula.

For these projects, Alicia will be assisting with production and consultant coordination. As projects move towards fruition, she will oversee construction drawings, agency approvals, and construction administration.

### Education

Bachelor of Architecture  
University of Nevada, Las Vegas

Master of Architecture  
Massachusetts College of Art and Design

### Reference:

Tim Ryan  
Director of Facilities, Retired  
Burlingame School District  
p: 415.299.3816

Dwight Ortmann  
President  
Beals Martin, Inc.  
p: 650.207.9027

### Experience

- **Vargas Elementary School New Campus**  
New Construction for re-emerging neighborhood K-5 Elementary School
- **Stevenson Elementary School New Campus**  
Managed Construction Documents and is overseeing construction for new \$20M Elementary School Campus
- **Burlingame Intermediate School Library / Science Building Modernization**  
Managing production for \$4M renovation of Library and Science Classrooms
- **Burlingame School District Measures M & O Program Management**  
Assisting with Program Management for Measure M's \$56M in Bond Projects and Measure O's additional \$97M Bond Program



## H&M Mechanical Group

### Mechanical Engineers

#### Company Profile

H&M Mechanical Group was founded in 1984 by Gary Henning and Mel Miyakado. We are a mechanical engineering organization that provides Heating, Ventilating and Air Conditioning Systems design, Plumbing System design, Fire Sprinkler System design and Energy Analysis.

H&M's engineering approach is streamlined and fundamental, not elaborate and theoretical. When designing a system, the elements are based on budget, type of occupancy, and energy usage. Incorporating these considerations in the building design is Leadership in Energy and Environmental Design (LEED), Collaborative for High Performance Schools (CHPS), and CalGreen, which have set the parameters for building designs. With LEED Accredited Professional personnel, H&M is familiar with these requirements while working on projects which have gone through this certification process.

#### Project Schedule

H&M Mechanical Group will be able to fulfill the tentative project schedule(s).

#### Current Work Commitments

Currently, H&M has two projects which have construction document due dates into mid-October. The remainder of our project load requires punch lists to be performed and close out of said projects. During the district's SD and DD due dates, we feel our workload will be about 10% during this time frame and will be manageable.



## H&M Mechanical Group

### Mechanical Engineers

## John Chou, PE, LEED AP

### Principal

#### Education

B.S. Mechanical Engineering  
California Polytechnic State University,  
San Luis Obispo.

#### Registration and Affiliations

P.E. California 2008

P.E. Hawaii 2013

LEED Accredited Professional

Certified Energy Plans Examiner (CEPE),  
2012, Lic. R08-12-2115

John became one of the company's principals in April of 2012. He joined H&M Mechanical Group 21 years ago, and is a consummate engineer working on multiple projects in the design of heating, ventilating, and air conditioning. John is instrumental in the development and implementation of AutoCAD and Revit standards and details.

Prior to joining H&M Mechanical Group, John was employed by an Energy Savings Service Company providing recommendations as to where energy costs could be saved. Because of his energy conservation background, John persistently researched energy savings on designs prior to LEED, CHPS, Green Building Design, and other energy groups. One of his projects, Maritime Child Care Center, a historic building, received an LEED Gold award. Main Street Village Apartments was named Project of the Quarter by the California Multi-Family New Homes (CMFNH) organization. This project was designed over 50% above 2005 Title 24 which qualified the project for an Energy Rebate from PG&E. In addition, there are several other projects John has worked on which have received substantial Energy Rebates from PG&E.

A vital element to John's repertoire is continuing his education to stay current, as he attends a variety of seminars and tests to remain updated on Energy Codes and code changes that will impact the future. He also remains up to date on changes in system design and new technologies in the HVAC industry.

During his time away from the office, he can be found on his snowboard on the slopes of Tahoe, riding his bicycle along the trails of San Ramon, on the golf course or in the kitchen cooking for his wife and son. John is a man of many talents and quite a cook.

### Experience

- **Stevenson Elementary School, MVWSD**  
Replace the existing HVAC unit with new split system at remodeled Library; and new packaged AC unit and kitchen ventilation system at remodeled MUR / Kitchen
- **Woodside Elementary School, Mt. Diablo Unified School District**  
Replace existing HVAC unit with new split system for the whole campus and new campus EMS
- **Spangler Elementary School, Milpitas Unified School District**  
Replace existing rooftop packaged unit with new higher efficient rooftop packaged unit for all Classrooms



## H&M Mechanical Group

Mechanical Engineers

### Stephen Wafer

#### Plumbing Designer

Stephen joined H&M Mechanical Group in the Fall of 2014 and joins us with experience from ACCO Engineered Systems and WSP Flack & Kurtz. He has worked on projects very similar to what our group has been involved in: high-rise office and retail buildings, hospitals, R&D and correctional facilities, schools, and a myriad of others. With over 20 years of design experience, we are excited to welcome Steve to work and interact with our clients.

Steve is an Associate member of American Society of Plumbing Engineers in the San Francisco Chapter.

When not working, Steve leads a local Bible Talk group and enjoys spending time with his grandkids. As a previous football coach, Steve is an avid sports fan and attends many sporting events.

#### Education

Computer Aided Design/ Drafting,  
Silicon Valley College

ASPE Plumbing Design,  
San Francisco City College

#### Certifications

Plumbing Design, 2003

#### Experience

- **Theuerkauf Elementary School, MVWSD**  
Design a complete HVAC, Plumbing and fire sprinkler system for a new MUR, and replace existing HVAC unit with new split system at remodeled Library
- **Crittident Middle School, MVWSD**  
Design a complete HVAC, Plumbing and fire sprinkler system for a new Auditorium building and a new Renovation Center (Library/Classroom building); replace existing HVAC unit with new split unit in a few classrooms in Building 200; site EMS control upgrade and various HVAC scope in Buildings 100, 300, 500, 700 and 900
- **Vargas Elementary School, MVWSD**  
Design a complete HVAC, Plumbing and fire sprinkler system for a new MUR Building, and replace existing HVAC unit with new split system at remodeled Library Building



## AEC

### Electrical Engineers

#### Company Profile

Alliance Engineering Consultants, Inc. is an electrical engineering firm headquartered in Santa Clara, California. The firm provides a broad range of electrical engineering services for projects in educational, medical, detention, commercial, government facilities, high tech, electronics, aerospace, biotechnology, pharmaceutical, transportation, infrastructure, parks, streetscapes, utilities, and other technical related industries.

The firm has the capabilities and experience to engineer and design site electrical and communications systems, medium and low voltage power distribution systems, interior and exterior lighting and control systems, emergency power generation and distribution, energy management and control systems, life safety, security and communications systems, and electric utility systems.

Alliance Engineering Consultants, Inc. has established an excellent record of performance in providing cost effective professional services of the highest quality and completing each project efficiently and timely. Our excellent record of performance is evidenced by the high percentage of work from our repeat clients. The firm has a diversified client base.

#### Education

Bachelor of Science  
Purdue University

#### Registration and Affiliations

Electrical Engineer  
CA No. 11537

Member of IEEE, IES, NFPA, US-GBC  
and BICSI

## Kenneth Ngai, PE, LEED AP

### Principal

Kenneth Ngai has thirty years of broad experience in management, engineering, design and construction supervision of electrical systems for educational, institutional, high technology, R&D, industrial, clean rooms and laboratories, government, transportation, infrastructure, electric utilities, sport facilities, parks, streetscapes, and commercial projects.

#### Experience

- **Vargas Elementary School New Campus**  
Mountain View Whisman School District
- **Theuerkauf Elementary School Additions & Alterations**  
Mountain View Whisman School District
- **Mount Pleasant High School Modernization, Buildings 300, 400 & 500**  
East Side Union High School District
- **Newark Memorial High School, New Student Events Center & Gymnasium**  
Newark Unified School District
- **Sir Francis Drake HS Modernization**  
Tamalpais Union High School District
- **District-wide Electrical & Low Voltage Upgrade**  
Jefferson Union School District





## Duquette Engineering

### Structural Engineers

#### Company Profile

Duquette Engineering is a full-service engineering company specializing in residential and small to mid-size commercial projects. Steven Duquette started Duquette Engineering as a sole proprietor in January of 1990. Currently our staff consists of 1 structural engineer, 1 civil engineer, 4 engineering assistants, 2 CAD drafters and 1 office support staff.

Duquette Engineering has a variety of experience working with architects, building owners, public agencies, and developers on a wide variety of projects, which include residential, commercial, educational, and historic buildings. We have thirty years of specialized experience in the rehabilitation, seismic retrofit, and modification of existing structures. Our varied experience with gives Duquette Engineering a unique ability to provide the proper level of engineering to both large and small projects.

#### Education

B.S. Architectural Engineering  
California Polytechnic State University,  
San Luis Obispo.

#### Registration and Affiliations

Structural Engineer  
CA No. 53019

Civil Engineer  
CA No. 38080

## Steven Duquette, PE

### Principal

Mr. Duquette has been providing structural engineering services as a licensed structural engineer since 1990. As President of Duquette Engineering he has become experienced in all areas of an engineering practice, client development, project management and employee relations, in addition to experience with providing structural analysis, construction documents, and quality assurance.

#### Experience

- Pioneer High School Addition
- San Jose City College Boiler Room Remodel
- Andrew Hill High School Cable Structure
- Downtown College Prep. Charter School
- Silver Creek High School Building N Modernization
- Foothill High School Building F Modernization
- Gatos High School Music Room
- Fisher Middle School Gym
- Evergreen HS Special Education Classroom
- Independence HS - Building J Modernization
- ESUHSD Foothill High School Building F Remodel
- Oak Grove High School Building "R"

**AGREEMENT FOR ARCHITECTURAL SERVICES  
BY AND BETWEEN  
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT AND  
DREILLING TERRONES ARCHITECTURE, INC. FOR  
HVAC AT VARIOUS SITES PROJECT**

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**CERTIFICATES**

This Agreement for Architectural Services is made as of the 5th day of November 2020, between the **Mountain View Whisman School District**, a California public school district, (“**District**”) and **Dreilling Terrones Architecture, Inc.**, a California corporation (“**Architect**”) (individually a “**Party**” and collectively the “**Parties**”), for the following project (“**Project**”):

HVAC at Various Sites, located at Bubb ES (525 Hans Ave., Mountain View), Huff ES (253 Martens Ave., Mountain View), Landels ES (115 W. Dana St., Mountain View), Mistral ES (505 Escuela Ave., Mountain View), Graham MS (1175 Castro St., Mountain View), Theuerkauf ES (1625 San Luis Ave., Mountain View), Monta Loma ES (460 Thompson Ave., Mountain View) and Crittenden MS (1701 Rock St., Mountain View), as further described in the Project Scope attached hereto as **Exhibit A**.

The Project may include multiple components. Any one of the components or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining component(s). The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). Architect shall invoice for each component separately and District shall compensate Architect for each component separately on a proportionate basis based on the level and scope of work completed for each component.

For and in consideration of the mutual covenants herein contained, the Parties agree as follows:

#### **Article 1. Definitions**

- 1.1. In addition to the definitions above, the following definitions for words and phrases shall apply when used in this Agreement, including all Exhibits:
  - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
  - 1.1.2. **Architect:** The architect listed in the first paragraph of this Agreement, including all Consultants to the Architect, although there is no contractual relationship between the District and any Consultants employed by the Architect under terms of this Agreement.
  - 1.1.3. **As-Built Drawings (“As-Built”):** Any document prepared and submitted by District’s contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by change orders.
  - 1.1.4. **Bid Set:** The plans, drawings, and specifications at the end of the Construction Documents Phase that DSA has approved and that the District can use to go out to bid for construction of the Project.
  - 1.1.5. **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated into the Conforming Set and for which DSA approval is required.
  - 1.1.6. **Construction Cost Budget:** The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget is sometimes colloquially referred to as “hard costs” and does not include the compensation of the Architect and Consultants, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
  - 1.1.7. **Consultant(s):** Any and all consultant(s), subconsultant(s), subcontractor(s), or agent(s) to the Architect. Nothing in this Agreement shall create any contractual relationship between the District and any Consultants employed by the Architect under terms of this Agreement.

- 1.1.8. **Day(s)**: Unless otherwise designated, “day(s)” means calendar day(s).
- 1.1.9. **District**: The **Mountain View Whisman School District**.
- 1.1.10. **DSA**: The Division of the State Architect.
- 1.1.11. **Project Budget**: The total amount indicated by the District for the entire Project plus all other costs, including design, construction, administration, financing, and all other costs. The Project Budget is sometimes colloquially referred to as the “hard costs” and the “soft costs.”
- 1.1.12. **Record Drawings**: A final set of drawings prepared by the Architect based upon marked-up prints, drawings, and other data furnished to Architect by Contractor that incorporates all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.13. **Service(s)**: All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.14. **Visually Verify**: To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

## **Article 2. Scope, Responsibilities, and Services of Architect**

- 2.1. Architect shall render the Services as described in **Exhibit A**, commencing with receipt of a written Notice to Proceed signed by the District representative. Architect’s Services will be completed in accordance with the schedule attached as **Exhibit C**.
- 2.2. Architect’s Services hereunder shall be provided in conjunction with contracts between the District and other Project participants including the Contractor and the District’s construction manager, if one is retained by the District for the Project.
- 2.3. Architect and its Consultants shall provide Services for a Project: (i) using its professional skill and judgment; (ii) acting with due care and in accordance with respective applicable standards of care under California law for those providing similar services for projects of the size, scope and complexity of the Project for California school districts in or around the same geographic area of the District; (iii) the terms of this Agreement; and (iv) in accordance with said standards regarding application and interpretation of applicable law, code, rule or regulation at the time the Services are rendered (collectively, “Standard of Care”).
- 2.4. Architect recognizes that the District may obtain the services of a construction manager for this Project. The construction manager, if any, would be authorized to give Architect Services authorizations, and issue written approvals and Notices to Proceed on behalf of District. The District reserves the right to designate a different construction manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the construction manager, unless that task indicates it shall be performed by the governing board of the District.
- 2.5. Architect shall provide Services that comply with professional architectural standards and applicable requirements of federal, state, and local law including, without limitation:
  - 2.5.1. Uniform Building Code, latest addition, and the California Code of Regulations, Title 24, including amendments.

- 2.5.2. Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes.
- 2.5.3. Americans with Disabilities Act.
- 2.5.4. Education Code of the State of California.
- 2.5.5. Government Code of the State of California.
- 2.5.6. Labor Code of the State of California, division 2, part 7, Public Works and Public Agencies.
- 2.5.7. Public Contract Code of the State of California.
- 2.5.8. U. S. Copyright Act.
- 2.6. **Storm Water.** Architect, through its Consultant(s), shall be the District's Qualified Storm Water Developer (QSD) and shall prepare all documents necessary for the District to be in compliance with the current Construction General Permit (CGP) of the State Water Resources Control Board.
- 2.7. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of its Services on the Project including, but not limited to, architects, mechanical, electrical, structural, fire protection, civil engineers, landscape architects, food service, low voltage, data, and telephone Consultants, and interior designers, and cost estimation providers, licensed as required by applicable law. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject the Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant(s) employed by the Architect under terms of the Agreement.
- 2.8. Architect shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.
- 2.9. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, California Department of Education (CDE), the Office of Public School Construction (OPSC), the Department of General Services (DGS), DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety, State Fire Marshal, County and City Health Inspectors and any regulatory office or agency that has authority for review and supervision of school district construction projects.
  - 2.9.1. **Architect acknowledges the provisions in Exhibit A during the Construction Administration Phase entitled "Duty to Timely Respond to DSA Inquiries."**
- 2.10. Architect shall provide Services required to obtain local agencies' approval for off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.11. Architect shall coordinate with the District's DSA Project Inspector(s).
- 2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.13. Architect shall coordinate and integrate its work with any of the following information and/or

services as provided by District:

- 2.13.1. Ground contamination or hazardous material analysis.
- 2.13.2. Any asbestos and/or lead testing, design or abatement.
- 2.13.3. Compliance with the California Environmental Quality Act ("CEQA"). Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District. If the District and/or its CEQA consultant does not provide mitigation measures to the Architect when reasonably required for incorporation into the Project design, the Architect may invoice the District for the work required to incorporate those mitigation measures as Extra Services.
- 2.13.4. Historical significance report.
- 2.13.5. Soils investigation.
- 2.13.6. Geotechnical hazard report, except as indicated in **Exhibit A**.
- 2.13.7. Topographic surveys of existing conditions.
- 2.13.8. State and local agency permit fees.
- 2.13.9. Commissioning Agent and Reports.
- 2.13.10. Testing and Inspection.

**Article 3. Architect Staff**

- 3.1. The Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. The Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Architect's Principals:	Architect's Consultants:
Principal in Charge: Richard Terrones Project Manager: Alicia Adler Project Architect(s): TBD, as needed Other: Other: Other: Other:	Electrical: Ken Ngai, Alliance Engineering Consultants Mechanical: John Chou, H&M Mechanical Group Structural: Steve Duquette, Duquette Engineering Civil: NA Landscape: NA Food Service: NA Acoustics: NA Estimating: Other: Other:

- 3.3. All proposed Consultants and any Architect Consultants are subject to review and acceptance by the District prior to commencing work on the project. The District's review and approval of any replacement Consultant is required prior to commencing work on the Project. The District reserves

the right to replace any consultant in the best interest of the Project.

- 3.4. The Architect shall not change any of the key personnel listed above without prior notice to and written approval by District, unless said personnel cease to be employed by Architect. In either case, District shall be allowed to interview and approve replacement personnel.
- 3.5. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Architect shall have five (5) days to remove that person from the Project and replace that person with personnel acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and shall be subject to all conditions previously stated in this paragraph.
- 3.6. Architect represents that the Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of the Services and that no person having any such interest shall be employed by Architect.
- 3.7. Architect shall comply with Education Code section 17302(a) and agrees that any plans, specifications and/or included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

#### **Article 4. Schedule of Services / Term**

- 4.1. The Architect shall commence Services under this Agreement upon receipt of a Notice to Proceed and shall perform the Services diligently as described in Exhibit A, so as to proceed with and complete the Services in compliance with the schedule in Exhibit C. Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's and/or its consultant(s)' reasonable control.
- 4.2. **Term.** The Architect shall commence providing Services upon the execution of this Agreement and will diligently perform as required and continue performance until the Project is completed ("**Term**") or the Agreement is terminated as indicated herein, whichever is earlier. The Term is further detailed in the schedule in **Exhibit C**. The Parties agree that if this Agreement is in any way voided by an action based on Education Code section 17596, to the extent permitted by applicable law, the Parties will enter into and approve subsequent agreement(s), addenda, or amendment(s) for terms of up to 5 years each and under the same terms and conditions of this Agreement. The Architect is not due any additional compensation or Fee if the Term is longer than indicated herein and acknowledges that its Fee is based on the Architect performing the Services and all tasks within the Services and not based on the length of time to perform those Services or for the design or construction of the Project. The Architect's Fee is as indicated herein and in **Exhibit D**.

#### **Article 5. Construction Cost Budget**

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with the **Exhibit A**, the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and the construction manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit A**, including all plans, designs, drawings, specifications and other construction documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. The Architect shall maintain cost controls throughout the Project to

deliver the Project within the Construction Cost Budget.

5.3. The District is relying on the Architect's expertise regarding the cost of construction. If any of the following events occur:

- The lowest responsive base bid received exceeds the Construction Cost Budget by ten percent (10%) or more; or
- The combined total of base bid and all additive alternates is ten percent (10%) or more below the Construction Cost Budget; or
- The Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy;

Then the District, in its sole discretion, has one or a combination of the following alternatives:

- 5.3.1. Give the Architect written approval on an agreed adjustment to the Construction Cost Budget.
- 5.3.2. Authorize the Architect to assist the District to re-negotiate, when appropriate, and/or participate in re-bidding or requesting new proposals for the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
- 5.3.3. Terminate this Agreement if the Project is abandoned, without further obligation by either Party.
- 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District. The modification of Construction Documents shall be the limit of the Architect's responsibility arising out of the establishment of a Construction Cost Budget. All other obligations of the Architect, including construction administration services, remain as stated in the Agreement.

## **Article 6. Fee and Method of Payment**

- 6.1. The Fee is as defined in **Exhibit D**. District shall pay Architect the Fee pursuant to the provisions of **Exhibit D**.
- 6.2. Architect shall bill its work under this Agreement in accordance with **Exhibit D**.
- 6.3. No increase in Fee will be due from change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.4. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit D**.
- 6.5. Regardless of the structure of Architect's Fee, the Architect's Fee will be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement. District shall pay for Services authorized and performed prior to the notice to Architect of a reduction



as indicated here.

#### **Article 7. Payment for Extra Services or Changes**

District-authorized services outside of the scope in **Exhibit A** or District-authorized reimbursables not included in Architect's fee are "Extra Services." Any charges for Extra Services shall be paid by the District as described in **Exhibit B** only upon certification that the claimed Extra Services was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the District or the District's authorized representative, the District will not be obligated to pay for that service. The foregoing provision notwithstanding, the District will pay the Architect as described in **Exhibit "B"** for Extra Services that the District or the District's authorized representative verbally requests, provided that the Architect confirms each request in writing pursuant to the notice requirements of this Agreement, provides the District the opportunity to rescind or otherwise clarify the nature and/or scope of the request after receipt of notice, and Architect proceeds with those Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

#### **Article 8. Ownership of Data**

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for District to use, at its discretion, all plans, including, but not limited to, record drawings, specifications, and estimates that the Architect or its Consultants, prepares or causes to be prepared pursuant to this Agreement.
- 8.2. The Architect retains all rights to all copyrights, designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that the Architect or its Consultants prepares or causes to be prepared pursuant to this Agreement.
- 8.3. The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting (CADD) (e.g., AutoCAD) Technology. The Architect shall deliver to the District, on request, a "thumb" drive or other District-approved media, electronic transfer or weblink, with these documents and that is compatible with the most current version of AutoCAD. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4. In order to evidence what CADD information was provided to the District, Architect and District shall each sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by any person other than the Architect or Consultant(s) subsequent to it being provided to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, the Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service") in an electronic format requested by District and which the District shall have the right to utilize in any way permitted by statute:
  - 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
  - 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.

- 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF and/or DWG format of the site plan, floor plans (architectural, plumbing, structural mechanical and electrical), roof plan, sections and exterior elevations of the Project.
- 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
- 8.6. In the event the District changes or uses any fully or partially completed documents without the Architect's knowledge and participation, the District agrees to release Architect of responsibility for those changes, and shall indemnify the Architect harmless from and against any and all claims, including, but not limited to, reasonable attorneys' fees, on account of any damages or losses to property or persons, including injuries or death, arising out of that change or use except to the extent the Architect is found to be liable in a forum of competent jurisdiction. In the event District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify the Architect and the Architect's Consultants.

#### **Article 9. Termination of Agreement**

- 9.1. If Architect fails to perform the Services to the reasonable satisfaction of the District and as required by this Agreement, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice District for all Services performed until the date of the notice of termination. District shall have the right to withhold payment and deduct from Architect's invoice, any amounts equal to District's costs caused by Architect's negligent errors or omissions, recklessness, or willful misconduct. The District may, at its discretion, provide the Architect time to cure its default or breach.
- 9.2. District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District according to the percentage completed based on Exhibit D and District shall pay all undisputed invoice(s) for Services performed until the date of District's written notice of termination, not to exceed the Fee.
- 9.3. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of the termination.
- 9.4. The Architect has the right to terminate this Agreement if the District fails to make payment of undisputed amounts due to Architect hereunder. That termination shall be effective on the date District receives written notice of the termination from Architect. Architect may invoice District according to the percentage completed based on Exhibit D and District shall pay all undisputed invoice(s) for Services performed until the Architect's notice of termination, not to exceed the Fee.
- 9.5. If, at any time in the progress of the Design of the Project, the governing board of the District determines that the Project should be terminated, the Architect, upon written notice from the District of a termination, shall immediately cease performing Services. The District shall pay the Architect only the fee associated with the Services performed, from Architect's last paid invoice up to the date of the notice of termination, not to exceed the Fee.
- 9.6. If the District suspends the Project for more than one hundred twenty (120) consecutive days, the

Architect shall be compensated for Services performed prior to the notice of suspension. When the Project is resumed, the schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. If the District suspends the Project for more than eighteen (18) months, the Architect may terminate this Agreement by giving written notice.

#### **Article 10. Architect Indemnity**

- 10.1. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify, protect, defend and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Architect, its directors, officials, officers, employees, contractors, subcontractors, Consultants or agents arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes Architect's liability as to the active or sole negligence or willful misconduct of the District.
  - 10.2. The following shall be Claims, to the extent they satisfy the definition of Claims herein:
    - 10.2.1. **The cost of Project delays.** Without limiting Architect's liability for indirect cost impacts due to Project delays, the direct costs for which the Architect shall be liable shall be proportionate to the amount the District is liable to the Project contractor(s), subcontractor(s), suppliers, inspector(s), construction manager(s) for the Project delays, including the proportionate cost of interim housing necessitated by Project delays, to the extent that the Project delays arise out of, pertain to, relate to or result from the negligent errors or omissions, recklessness, or willful misconduct of Architect in the performance of any Services that falls below the Standard of Care as defined herein.
    - 10.2.2. **The cost of construction change orders for errors and omissions.** Without limiting Architect's liability for indirect cost impacts, the direct costs for which the Architect shall be liable shall equal the difference between the cost of the change order(s) and the reasonable cost of the work had that work been a part of the originally prepared construction documents, to the extent that the change order(s) arise out of, pertain to, relate to or result from the negligent errors or omissions, recklessness, or willful misconduct of Architect in the performance of any Services that falls below the Standard of Care as defined herein.
- These amounts may be paid by Architect to District or the District may in reasonable good faith withhold those costs from amounts owing to Architect, pending resolution of the dispute.
- 10.3. Architect's duty to indemnify and defend under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until any such Claim(s) are barred by the applicable statute of limitations and is in addition to any other rights or remedies that the District may have under the law or under this Agreement.
  - 10.4. The Architect's duty to defend shall begin upon the District's notification to the Architect of a Claim. At that time, the Architect shall pay for that defense at its sole cost. At the resolution of a Claim, either by dispute resolution, settlement, litigation, arbitration or otherwise, the District and Architect shall base their proportionate percentage of fault for the Claim either upon (1) the determination of a third-party neutral that adjudicated or settled the claim (e.g., a mediator, an arbitrator, a judge, etc.)

or (2) if no determination was made, based on a good faith determination of the District and the Architect. At that time the Parties shall determine the cost to defend that is chargeable to the Architect and a payment from one Party to the other Party shall be made within sixty (60) days to satisfy that reconciliation.

**Article 11. Mandatory Mediation for Claims**

- 11.1. The Parties hereto agree prior to commencing any legal action relating to any Claim, as defined herein, to submit the Claim to a mandatory good-faith mediation process ("Mediation"). The Parties' expectations are that if the Claim is made by a third party (e.g., a contractor), that the third party will be a participant in that Mediation. The Parties agree that any statute of limitations applicable to any Claim shall be tolled for the period from the date a Party requests Mediation through fourteen (14) days after termination of the Mediation, unless otherwise agreed to by the Parties.
- 11.2. Except as set forth below, the Parties agree to refrain from filing, maintaining or prosecuting any action related to the Claim during the pendency of the Mediation provided that the Mediation must commence within thirty (30) days after a Party makes written demand to the other for Mediation.
- 11.3. The Parties shall participate in a minimum of one full-day mediation session before the Mediation may be declared unsuccessful and terminated by either Party. The Mediation shall be conducted in accordance with the rules as the Parties agree upon, or in the absence of agreement, in accordance with the Commercial Mediation Rules of JAMS/Endispute. Evidence of anything said, any admissions made, and any documents prepared in the course of the Mediation shall not be admissible in evidence or subject to discovery in any court action pursuant to Evidence Code Section 1152.5.
- 11.4. The Parties shall mutually agree to the selection of a mediator who is an attorney that is experienced in public works construction claims. If the Parties are unable to agree upon a mediator, then the mediator shall be appointed by JAMS/Endispute.
- 11.5. The Mediation shall take place at a location within twenty (20) miles of the District's administrative office. The mediator's fees and administrative fees, if any, shall be split equally between the Parties, but, unless otherwise agreed to in writing, each Party shall bear its own attorney's fees.
- 11.6. If any Party commences a legal action without first attempting to resolve the Claim as required by this Article 11, that Party shall be in breach of this Agreement and shall not be entitled to recover attorney's fees that might have otherwise been recoverable.
- 11.7. This mandatory mediation process shall only apply to Claims pursuant to the Architect Indemnity provision herein and shall not apply to any disputes to be resolved pursuant to the Alternative Dispute Resolution provision herein.

**Article 12. Fingerprinting**

Architect has read and understands Education Code section 45125.2 and acknowledges that, according thereto, the Parties have determined and agreed that the Services provided by the Architect, Consultants, and their employees will have only limited contact with pupils at most. Architect agrees that it is responsible for complying with Education Code section 45125.1 throughout the completion of the Services. Architect shall promptly notify District in writing of any facts or circumstances which might reasonably lead District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).

**Article 13. Responsibilities of the District**

- 13.1. The District shall examine the documents submitted by the Architect and shall render any decision(s) required of District, in a timely manner to avoid unreasonable delay in the performance of Architect's Services.
- 13.2. The District shall verbally or in writing advise the Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide a notice shall not relieve Architect of its responsibility therefore, if any.
- 13.3. Unless the District and the Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when those services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to these matters which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall indicate that the specifications prepared by District's consultant relating to these matters, are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The bid documents shall also direct questions about the specifications to the consultant that prepared the specifications.
- 13.4. District personnel and/or its designated representatives shall coordinate with Architect as may be requested and beneficial for the coordination or management of work related to the Project.
- 13.5. The District shall timely provide to the Architect all relevant information in its possession regarding the Project that is necessary for performance of Architect's Services.
- 13.6. The District shall pay all fees required by agencies having jurisdiction over the Project.

**Article 14. Liability of District**

- 14.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed.
- 14.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees and Consultants, even though the equipment may be furnished or loaned to Architect by District.

**Article 15. Nondiscrimination**

- 15.1. Architect agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected characteristic of a person.
- 15.2. Architect shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.

**Article 16. Insurance**

- 16.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit E**.
- 16.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit E**.

**Article 17. Covenant Against Contingent Fees**

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Fee or consideration or to recover the full amount of a fee, commission, percentage fee, gift, or contingency.

**Article 18. Entire Agreement/Modification**

- 18.1. This Agreement, including the Exhibits incorporated by reference into this Agreement, is considered a completely integrated agreement, supersedes all previous contracts or agreements of any kind, oral or written, and constitutes the entire understanding an agreement of the Parties hereto. No extrinsic evidence of any kind or character may be admitted to alter or amend the terms of this completely integrated agreement, unless evidenced by an amendment to the Agreement as provided for herein. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement.
- 18.2. This Agreement shall not include or incorporate the terms of any proposal, general conditions, conditions, master agreement, or any other terms or documents prepared by the Architect. The attachment of any Architect-prepared document to this Agreement shall not be interpreted or construed to incorporate those terms into this Agreement, unless the District approves of that incorporation in a separate writing signed by the District. If proposals, quotes, statement of qualifications, or other similar documents prepared by the Architect are incorporated into this Agreement, then that incorporation shall be limited to those terms that describe only the Architect's scope of work, rates, price, and schedule.

**Article 19. Non-Assignment of Agreement**

This Agreement is intended to secure the specialized Services of the Architect. Therefore, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any purported assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any purported assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void.

**Article 20. Law, Venue**

- 20.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and

governed by the laws of the State of California.

- 20.2. The county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

## **Article 21. Alternative Dispute Resolution**

### **21.1. Architect's Invoices.**

- 21.1.1. If the District disapproves of any portion or amount(s) of the Architect's invoices, the District shall within thirty (30) days of receipt by the District of any of the Architect's invoices, communicate to the Architect in writing, with reasonable detail, the portion or amount of the Architect's invoices that are disapproved for payment, the portion or amount of the Architect's invoices that are approved for payment, and the basis for the District's disapproval of the disputed portion(s) or amount(s) of the Architect's invoices ("Disputed Architect Invoice Detail").
- 21.1.2. If the Architect disagrees with the Disputed Architect Invoice Detail, the Architect shall communicate to the District in writing, and request to meet and confer in good faith with respect to the Disputed Architect Invoice Detail, to determine if the disagreement can be resolved. The meet and confer shall be scheduled to occur within thirty (30) days of Architect's request. The meet and confer shall include, but are not limited to, face-to-face meeting(s) with the appropriate District and Architect personnel as appropriate and necessary.
- 21.1.3. If the Parties cannot resolve the matter during this meet and confer process, the Parties shall handle the matter as a "dispute" as provided herein.

### **21.2. Disputes between the parties arising out of this Agreement shall be resolved by the following processes:**

- 21.2.1. **Negotiation.** The parties shall first attempt in good faith to resolve any dispute arising out of or relating to this Agreement by negotiation. The Parties' meet and confer process for Disputed Architect Invoice Detail as detailed above, shall satisfy this negotiation requirement.
- 21.2.2. **Mediation.** Within thirty (30) days following the earlier of receipt of notice by one Party from the other Party of a demand for mediation, the Parties shall:
- 21.2.2.1. Administer the dispute pursuant to the Mandatory Mediation provisions indicated herein, or
- 21.2.2.2. If there are no other parties involved, administer the dispute pursuant to non-binding mediation administered in accordance with the Commercial Mediation Rules of JAMS/Endispute, unless waived by mutual stipulation of both Parties.
- 21.2.3. **Litigation.** Disputes arising from this Agreement that cannot be settled through negotiation or mediation (after those processes have been exhausted) shall be litigated in the California Superior Court in the county in which the Project that is the subject of this Agreement is located.

- 21.3. Architect shall neither rescind nor stop the performance of its Services pending the outcome of any dispute.

## **Article 22. Severability**

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

## **Article 23. Employment Status**

- 23.1. Architect shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which the Architect performs the Services; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 23.2. Architect understands and agrees that the Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 23.3. Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.
- 23.4. Should a relevant taxing authority determine a liability for Services performed by Architect for District, upon notification of such fact by District, Architect shall promptly remit such amount due or arrange with District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against that liability).
- 23.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect was not an employee.
- 23.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

## **Article 24. Warranty and Certification of Architect**

- 24.1. Architect warrants and certifies that the Architect is properly certified and licensed under the laws and regulations of the State of California to provide the Services that it has agreed to perform.
- 24.2. Architect warrants and certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-



insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services.

- 24.3. Architect warrants and certifies that it is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). Since the Architect is performing Services as part of an applicable “public works” or “maintenance” project, and since the total compensation is One Thousand Dollars (\$1,000) or more, the Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all applicable Prevailing Wage Laws. Architect shall ensure that it and its Consultants comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5.

**Article 25. Cost Disclosure - Documents and Written Reports**

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Agreement exceeds Five Thousand Dollars (\$5,000).

**Article 26. Notices and Communications**

Notices and communications between the Parties may be sent to the following addresses:

**District:**

Mountain View Whisman School District  
1400 Montecito Ave.  
Mountain View, CA 94043  
ATTN: Ayinde Rudolph  
Telephone: 650-526-8907

**Architect:**

Dreilling Terrones Architecture  
1103 Juanita Avenue  
Burlingame, CA 94010  
Attn: Richard Terrones  
Telephone: 650-696-1200

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the day after delivery.

**Article 27. Disabled Veteran Business Enterprise Participation**

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the “Act”). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, the Architect, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount paid to DVBEs in conjunction with the Agreement, and documentation demonstrating the Architect’s good faith efforts to meet these DVBE goals.

**Article 28. District’s Right to Audit**

- 28.1. District retains the right to review and audit, and the reasonable right of access to Architect’s and any Consultant’s premises to review and audit the Architect’s compliance with the provisions of this Agreement (“District’s Audit Right”). The District’s Audit Right includes the right to inspect, photocopy, and to retain copies, outside of the Architect’s premises, of any and all Project-related records, documents and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

- 28.2. The District's Audit Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines are necessary to discover and verify that the Architect is in compliance with the requirements of this Agreement.
- 28.3. If there is a claim for additional compensation or for Extra Services, the District's Audit Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 28.4. The Architect shall maintain complete and accurate records for a minimum of seven (7) years and in accordance with generally accepted accounting practices in the industry. The Architect shall make available to the District for review and audit, all Project related accounting records and documents, and any other financial data. Upon District's request, the Architect shall submit exact duplicates of originals of all requested records to the District.
- 28.5. The Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that this Article is binding upon all Consultants.
- 28.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related documents, records and information.
- 28.7. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of more than Ten Thousand Dollars (\$10,000), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of the District, or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement.

#### **Article 29. Other Provisions**

- 29.1. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Architect's failure to perform any of the Services to the Standard of Care as defined herein.
- 29.2. Each Party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each Party acknowledges that the drafting of this Agreement was the product of negotiation, that no Party is the author of this Agreement, and that this Agreement shall not be construed against any Party as the drafter of the Agreement.
- 29.3. The Architect shall issue a credit to the District as an offset to the Architect's Fee, an amount equal to fifty percent (50%) of the actual tax benefit derived by the Architect or its shareholders based on the Project per Internal Revenue Code Section 179(D) (The energy efficient commercial buildings deduction).
- 29.4. The Architect acknowledges that the District is a public agency that is subject to heightened curiosity by the news media and the public and that the Architect may not be apprised of all facts surrounding the Project that Architect is working on. Accordingly, Architect shall promptly refer all inquiries from the news media or public concerning this Agreement or its performance under the Agreement to the District, and Architect shall not make any statements or disclose any documents to the media or the public relating to the performance under this Agreement or the effects caused thereby. If Architect

receives a complaint from a citizen or member of the public concerning the performance or effects of this Agreement, it shall promptly inform the District of that complaint. In its sole discretion, the District shall determine the appropriate response to the complaint.

- 29.5. **Confidentiality.** Architect, and its Consultants, and employee(s) shall maintain the confidentiality of all information received in the course of performing the Services. Architect understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 29.6. All Exhibits and all Certificates attached hereto are hereby incorporated by this reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

Dated: \_\_\_\_\_, 20\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_

**Mountain View Whisman School District**

**Dreilling Terrones Architecture, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

**EXHIBIT A  
RESPONSIBILITIES AND SERVICES OF ARCHITECT  
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**Project Description.** The Project shall include the design of the following at Bubba, Huff, Landels, Mistral, Theuerkauf and Monta Loma Elementary Schools and Graham and Crittenden Middle Schools (“**School Site(s)**”):

- Bubba-Replace HVAC equipment with new split systems in (20) classrooms, Existing control systems to remain
- Huff-Replace HVAC equipment with new split systems in (18) classrooms, Existing control systems to remain
- Landels-Replace HVAC equipment with new split systems in (18) classrooms, Existing control systems to remain
- Mistral-Replace HVAC equipment with new split systems in (16) classrooms, Existing control systems to remain
- Graham-Replace HVAC equipment with new split systems in (35) classrooms, Replace (6) Bard units in the portable buildings, (68) New control system units will be installed to bring in line with District Standards
- Theuerkauf-Replace HVAC equipment with new VRF units in (26) classrooms, Existing control systems to remain
- Monta Loma-Replace HVAC equipment with new VRF units in (24) classrooms, Existing control systems to remain
- Crittenden Middle School-Replace HVAC equipment with new VRF units in (26) classrooms, Replace (4) existing rooftop/ package units at the Administration Building, (58) New control system units will be installed to bring in line with District Standards
- Control sequencing and air re-balancing will be done to newly installed HVAC systems.

Architect shall provide all professional services necessary for completing the following:

**1. BASIC SERVICES**

Architect agrees to provide the services described below:

- 1.1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all Master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services.
- 1.2. The District shall provide all information available to it to the extent the information relates to Architect’s scope of work. This information shall include, if available;
  - 1.2.1. Physical characteristics;
  - 1.2.2. Legal limitations and utility locations for the Project site(s);
  - 1.2.3. Written legal description(s) of the Project site(s);
  - 1.2.4. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
  - 1.2.5. Adjacent drainage;
  - 1.2.6. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
  - 1.2.7. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;

- 1.2.8. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
- 1.2.9. Surveys, reports, as-built drawings; and
- 1.2.10. Subsoil data, chemical data, and other data logs of borings.

Architect shall Visually Verify this information and all existing utilities related to the Project, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design or if the Architect requires a topographical survey; geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, the Architect shall request that the District acquire that information at the soonest possible time after Architect becomes aware that this additional information is needed. If the Parties mutually agree, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

- 1.3. **Technology Backbone.** Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with the District's Information Technology Department and/or the District's technology consultant, and lay out any included technology backbone system. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. Architect and consultant(s) shall prepare and be responsible for documents prepared by the Architect based on the information provided by the District's technology consultant as appropriate to the level of design completion.

- 1.4. **Interior Design.** Provide interior design and other similar services required for or in connection with selection and color coordination of materials. Architect is required to coordinate the placement of furniture, equipment layout, or schematic space allocation. The District shall procure furnishings and moveable equipment. Advise the District on lead times and availability of all Project equipment, materials, supplies, and furnishings to ensure that all of these will be available to the District in a timely fashion so as to not delay the Project and/or delay the District's beneficial occupancy of the Project.

- 1.5. **Mandatory Assistance**

Except for Claims as defined in this Agreement, if a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

The District will compensate the Architect for fees incurred for providing Mandatory Assistance as Extra Services under Exhibit B. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the negligent acts, errors, or omissions of the Architect, its agents,

officers, and employees, the Architect shall reimburse the District based on its final determined percentage of proportionate fault. The determination of Architect's proportionate percentage of fault shall be determined consistent with the procedure set forth in the "Architect Indemnity" provisions of this Agreement. The District is then entitled to reimbursement of all fees paid to the Architect, its agents, officers, and employees for Mandatory Assistance.

#### 1.6. **Oversight and Inspection Requirements**

- 1.6.1. The Architect agrees and acknowledges that the Architect must comply with all applicable DSA requirements, including the requirements of the most recent versions (including any updates to any of these documents made by DSA during the performance of the Services) of DSA documents PR 13-01 (Procedure: Construction Oversight Process) attached hereto as **Exhibit F ("PR 13-01")**, IR A-6 (Interpretation of Regulations: Construction Change Document Submittal and Approval Process) attached hereto as **Exhibit G ("IR A-6")**, DSA Form 3 (Project Submittal Checklist) attached hereto as **Exhibit H ("Form 3")**, and all other applicable documents and requirements.
- 1.6.2. **Distribution of CCD Category A Documents:** The Architect shall provide the Contractor and Project Inspector with DSA approved CCD Category A prior to commencement of work shown thereon.
- 1.6.3. **CCD Category A Statement in Final Verified Report.** The final verified report (form DSA-6A/E) from the Architect must include a statement that all changes to or affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project have been approved by DSA.

## 2. **PRE-DESIGN AND START-UP SERVICES**

### 2.1. **Project Initiation**

Upon final execution of the Agreement with the District, the Architect shall:

- 2.1.1. Within the first week following execution of the Agreement, review the proposed Schedule of Work set forth in Exhibit C to the Agreement and prepare a detailed scope of work list and work plan for documentation in a computer-generated Project schedule to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for the review and approval by the District and by all regulatory agencies and additional definition of deliverables.
- 2.1.2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

### 2.2. **Development of Architectural Program**

The Architect shall prepare for the District's review an architectural program as follows:

- 2.2.1. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data

pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.

- 2.2.2. Review DSA codes pertaining to the proposed Project design.
- 2.2.3. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- 2.2.4. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.
- 2.2.5. Administer Project as required to coordinate work with the District and between Consultants.
- 2.2.6. Construction Cost Budget
  - 2.2.6.1. Architect shall have responsibility to further develop review, and reconcile the Construction Cost Budget within the parameters of the Project Budget established in the District's implementation plan. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional architectural programs as approved by the District. The following conditions apply to the Construction Cost Budget prepared by the Architect:
    - 2.2.6.1.1. All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and its representatives.
    - 2.2.6.1.2. Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.
    - 2.2.6.1.3. Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.
    - 2.2.6.1.4. The Architect shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.
    - 2.2.6.1.5. One week prior to submittal of documents, the Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
    - 2.2.6.1.6. Mechanical, electrical, civil, landscape and estimating consultant(s) shall participate in the progress meeting as appropriate and shall

provide input and feedback into the development of the Construction Cost Budget.

- 2.2.6.2. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

### **2.3. Presentation**

Architect along with any involved consultant(s) shall present and review with the District and, if directed, with it's the District's governing board, the summary and detail of work involved in this Phase, including two dimensional renderings of any proposed facility suitable for public presentation.

### **2.4. Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one copy of each item in electronic format:

- 2.4.1. Two copies of Architectural Program (Include comparison between developed program and "model" program, include narrative explaining any substantial deviations);
- 2.4.2. Two copies of Site Plan;
- 2.4.3. Two copies of revised Construction Cost Budget;
- 2.4.4. Two copies of final Schedule of Work;
- 2.4.5. Two copies of meeting Reports/Minutes from Kick-off and other meetings;
- 2.4.6. Two copies of renderings provided to District for public presentation.

### **2.5. Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

## **3. SCHEMATIC DESIGN PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

- 3.1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
- 3.2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.



### **3.3. Architectural**

- 3.3.1. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
- 3.3.2. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
- 3.3.3. As applicable, identify proposed roof system, deck, insulation system and drainage technique.
- 3.3.4. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
- 3.3.5. Identify code requirements, include occupancy classification(s) and type of construction.

### **3.4. Structural**

- 3.4.1. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists); with preliminary sizing identified.
- 3.4.2. Identify foundation systems (including fill requirements, piles, caissons, spread footings); with preliminary sizing identified.

### **3.5. Mechanical**

- 3.5.1. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.
- 3.5.2. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- 3.5.3. Show selected system on drawings as follows:
  - 3.5.3.1. Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
  - 3.5.3.2. Location and preliminary sizing of all major equipment and duct work in allocated spaces.
  - 3.5.3.3. Schematic piping.
  - 3.5.3.4. Temperature control zoning.
- 3.5.4. Provide design criteria to include the intent base of design for the projects.
- 3.5.5. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

**3.6. Electrical**

- 3.6.1. Calculate overall approximate electrical loads.
- 3.6.2. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
- 3.6.3. Show system(s) selected on drawings as follows:
  - 3.6.3.1. Single line drawing(s) showing major distribution system.
  - 3.6.3.2. Location and preliminary sizing of all major electrical systems and components including:
    - 3.6.3.2.1. Load centers.
    - 3.6.3.2.2. Main panels.
    - 3.6.3.2.3. Switch gear.
- 3.6.4. Provide design criteria to include the intent base of design for the projects.
- 3.6.5. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

**3.7. Civil**

- 3.7.1. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- 3.7.2. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.
- 3.7.3. Coordinate finish floor elevations with architectural site plan.

**3.8. Landscape**

Develop and coordinate landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

**3.9. Specifications**

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents ("Division 0" documents) and Division 1 documents as part of its work under the Agreement.

**3.10. Construction Cost Budget**

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

3.10.1. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.

3.10.1.1. General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.

3.10.2. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.

3.10.3. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

3.10.4. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

3.10.5. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

3.10.6. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

### 3.11. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated and requested by District and School Site staff as necessary, conduct meetings, site visits, and workshops. Architect shall take part in any and all reasonably necessary meetings requested by District and School Site staff during the Schematic Design Phase.

### 3.12. **Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

3.12.1. Two copies of breakdown of Construction Cost Budget as prepared for this Phase;

3.12.2. Two copies of meeting Reports/Minutes;

3.12.3. Two copies of Schematic Design Package with alternatives;

3.12.4. Two copies of a statement indicating changes made to the Architectural Program and Schedule;

- 3.12.5. Two copies of DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

**3.13. Presentation**

- 3.13.1. Architect shall present and review with the District the detailed Schematic Design.
- 3.13.2. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

**3.14. District Sign Off**

- 3.14.1. Architect shall not begin Design Development Phase services until the District has approved of the Schematic Design Package in writing.

**4. DESIGN DEVELOPMENT PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare from the accepted deliverables from the Schematic Design Phase the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of work:

**4.1. Architectural**

- 4.1.1. Scaled, dimensioned floor plans with final room locations including all openings.
- 4.1.2. 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- 4.1.3. Identification of all fixed equipment to be installed in contract.
- 4.1.4. Site plan completely drawn with beginning notes and dimensions including grading and paving.
- 4.1.5. Preliminary development of details and large scale blow-ups.
- 4.1.6. Legend showing all symbols used on drawings.
- 4.1.7. Floor plans identifying all fixed and major movable equipment and furniture.
- 4.1.8. Further refinement of Outline Specification for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- 4.1.9. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
  - 4.1.9.1. Light fixtures.
  - 4.1.9.2. Ceiling registers or diffusers.
  - 4.1.9.3. Access Panels.

**4.2. Structural:**

- 4.2.1. Structural drawing with all major members located and sized.
- 4.2.2. Establish final building and floor elevations.
- 4.2.3. Preliminary specifications.
- 4.2.4. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

**4.3. Mechanical**

- 4.3.1. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
- 4.3.2. Major mechanical equipment should be scheduled indicating size and capacity.
- 4.3.3. Ductwork and piping should be substantially located and sized.
- 4.3.4. Devices in ceiling should be located.
- 4.3.5. Legend showing all symbols used on drawings.
- 4.3.6. More developed Outline Specifications indicating quality level and manufacture.
- 4.3.7. Control Systems to be identified.
- 4.3.8. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

**4.4. Electrical**

- 4.4.1. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.
- 4.4.2. All major electrical equipment should be scheduled indicating size and capacity.
- 4.4.3. Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.
- 4.4.4. Legend showing all symbols used on drawings.
- 4.4.5. More developed and detailed Outline Specifications indicating quality level and manufacture.
- 4.4.6. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

**4.5. Civil**

- 4.5.1. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.
- 4.5.2. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

**4.6. Landscape**

Further refinement of Schematic Design concepts. Includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

**4.7. Bid Documents**

Architect shall review and comment on District's construction bid contracts and contract documents ("Division 0" documents and "Division 1" documents) as part of its work under the Agreement.

**4.8. Construction Cost Budget**

- 4.8.1. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget:
- 4.8.2. Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups, and general conditions shall be listed separately.
- 4.8.3. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- 4.8.4. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- 4.8.5. At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

**4.9. Deliverables and Numbers of Copies**

- 4.9.1. Two copies of Design Development drawing set from all professional disciplines necessary to deliver the Project;
- 4.9.2. Two copies of Specifications;
- 4.9.3. Two copies of revised Construction Cost Budget;

- 4.9.4. Two copies of DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

**4.10. Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated and requested by District and School Site staff as necessary, conduct meetings, site visits, and workshops. Architect shall take part in any and all reasonably necessary meetings requested by District and School Site staff during the Design Development Phase.

**4.11. District Sign Off**

Architect shall not begin Design Development Phase services until the has approved the Design Development floor plan in writing.

**5. CONSTRUCTION DOCUMENTS PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work:

**5.1. Construction Documents ("CD") 50% Stage:**

**5.1.1. General**

Prior to listing any specific equipment, material, supply, or furnishing, Architect shall verify, list and identify lead times and availability of all Project equipment, materials, supplies, and furnishings and ensure that all of these will be available to the contractor(s) in a timely fashion so as to not delay the Project and/or delay the District's beneficial occupancy of the Project. The Architect shall also provide other options to the District regarding other possible and more available equipment, materials, supplies, or furnishings.

**5.1.2. Architectural**

5.1.2.1. Site plan developed to show building location, and major site elements.

5.1.2.2. Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.

5.1.2.3. Architectural details and large blow-ups started.

5.1.2.4. Well developed finish, door, and hardware schedules.

5.1.2.5. Fixed equipment details and identification started.

- 5.1.2.6. Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
- 5.1.3. Structural
  - 5.1.3.1. Structural floor plans and sections with detailing well advanced.
  - 5.1.3.2. Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
  - 5.1.3.3. Completed cover sheet with general notes, symbols and legends.
- 5.1.4. Mechanical
  - 5.1.4.1. Mechanical calculations virtually completed with all piping and ductwork sized.
  - 5.1.4.2. Large scale mechanical details started.
  - 5.1.4.3. Mechanical schedule for equipment substantially developed.
  - 5.1.4.4. Complete design of Emergency Management System (“EMS”).
- 5.1.5. Electrical
  - 5.1.5.1. Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.
  - 5.1.5.2. Distribution information on all power consuming equipment; lighting and device branch wiring development well started.
  - 5.1.5.3. All electrical equipment schedules started.
  - 5.1.5.4. Special system components approximately located on plans.
  - 5.1.5.5. Complete design of low voltage system. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.
- 5.1.6. Civil
  - 5.1.6.1. All site plans, site utilities, parking, walkway, and roadway systems updated to reflect update revisions from Design Development Phase Documents, including all topographical and major site elements and existing/proposed contour lines.
  - 5.1.6.2. Site utility plans started.
- 5.1.7. Landscape
  - All landscape, hardscape, and irrigation plans updated to reflect update revisions from Design Development Phase Documents.
- 5.1.8. Construction Cost Budget



5.1.8.1. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development Phase revisions to the Construction Cost Budget. Architect shall provide a Construction Cost Budget sorted by the Project Bid Packages.

5.1.8.2. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

5.1.8.3. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

5.1.8.4. At this stage of the design, the Construction Cost Budget may include design contingencies of no more than 5% in the cost estimates.

5.1.9. Specifications

More than fifty percent (50%) complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

5.1.9.1. No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

5.1.9.1.1. The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400, or

5.1.9.1.2. The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code, section 3400

5.1.9.2. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.

5.1.9.3. Specifications shall be in CSI format.

5.1.10. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

5.1.10.1. Two copies of reproducible copies of working drawings;

5.1.10.2. Two copies of specifications;

5.1.10.3. Two copies of statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

5.1.10.4. Two copies of a statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the

previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

**5.1.11. District Sign Off**

Architect shall not begin Construction Documents – 100% / Completion Stage services until the District has approved the then current fixtures, equipment, and finishes prepared by Architect in writing.

**5.2. Construction Documents – 100% / Completion Stage:**

**5.2.1. Architectural**

5.2.1.1. Completed site plan.

5.2.1.2. Completed floor plans, elevations, and sections.

5.2.1.3. Architectural details and large blow-ups completed.

5.2.1.4. Finish, door, and hardware schedules completed, including all details.

5.2.1.5. Fixed equipment details and identification completed.

5.2.1.6. Reflected ceiling plans completed.

**5.2.2. Structural**

5.2.2.1. Structural floor plans and sections with detailing completed.

5.2.2.2. Structural calculations completed.

**5.2.3. Mechanical**

5.2.3.1. Large scale mechanical details complete.

5.2.3.2. Mechanical schedules for equipment completed.

5.2.3.3. Completed electrical schematic for environmental cooling and exhaust equipment.

5.2.3.4. Complete energy conservation calculations and report.

**5.2.4. Electrical**

5.2.4.1. Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.

5.2.4.2. Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

5.2.4.3. All electrical equipment schedules completed.

5.2.4.4. Special system components plans completed.

5.2.4.5. Electrical load calculations completed.

5.2.5. Civil

All site plans, site utilities, parking and roadway systems completed.

5.2.6. Construction Cost Budget

5.2.6.1. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the 50% Construction Documents Phase revisions to the Construction Cost Budget.

5.2.6.2. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

5.2.6.3. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

5.2.6.4. At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

5.2.7. Specifications

5.2.7.1. Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

5.2.7.2. No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

5.2.7.2.1. The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400; or

5.2.7.2.2. The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code, section 3400.

5.2.7.3. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.

5.2.7.4. At one hundred percent (100%) review, District shall review the specifications and shall direct Architect to make corrections at no cost to the District.

5.2.7.5. Coordination of the Specifications with specifications developed by other disciplines.

5.2.7.6. Specifications shall be in CSI format.

5.2.8. **Constructability Review**

The District and/or its designee shall conduct a construction review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report.

5.2.9. **Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

5.2.9.1. Two copies of reproducible copies of working drawings;

5.2.9.2. Two copies of specifications;

5.2.9.3. Two copies of engineering calculations;

5.2.9.4. Two copies of revised Construction Cost Budgets;

5.2.9.5. Two copies of statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

5.2.9.6. Two copies of DSA file including all correspondence, meeting, back check comments, checklists to date;

5.2.9.7. Two copies of a statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

5.2.10. **District Sign Off**

Architect shall not begin Construction Documents (CD) Final Back-Check Stage services until the District approved of the final fixtures, equipment, and finishes prepared by Architect in writing.

5.3. **Construction Documents (CD) Final Back-Check Stage**

The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.

5.3.1. **Approval of Construction Documents.** Architect shall obtain all necessary approvals for the Construction Documents for the Project from governmental agencies with jurisdiction therefor as necessary for the bidding and construction of the Work depicted in the Construction Documents, including without limitation, approvals by DSA. Architect shall revise the Construction Documents as required by DSA or other governmental agencies to obtain their respective approvals of the Construction Documents. Except for the Architect's fees (which are included in the Contract Price for Basic Services) incurred in obtaining the approvals or preparing revisions pursuant to the foregoing, the District shall pay all other costs or fees necessary for obtaining the approvals.

- 5.3.2. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:
  - 5.3.2.1. Drawings: Original tracings of all drawings on Architect's tracing paper with each Architect/consultant's State license stamp.
  - 5.3.2.2. Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- 5.3.3. Architect shall update and refine the consultants' completed Construction Documents.
- 5.3.4. **District Sign Off**

Architects Construction Documents Phase services shall not be deemed complete until the District has approved the final Construction Documents in writing.

5.4. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated and requested by District and School Site staff as necessary, conduct meetings, site visits, and workshops. Architect shall take part in any and all reasonably necessary meetings requested by District and School Site staff during the Construction Document Phase.

**6. BIDDING PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall perform Bidding Phase services for District as follows:

- 6.1. Contact potential bidders and encourage their participation in the Project.
- 6.2. Coordinate the development of the bidding procedures and the construction contract documents with the District.
- 6.3. The development of the bidding procedures and the construction contract documents shall be the joint responsibility of the District and the Architect.
- 6.4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
- 6.5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
- 6.6. Attend bid opening.
- 6.7. Coordinate with Consultants.
- 6.8. Respond to District questions and clarifications.
- 6.9. Deliverables and Number of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

- 6.9.1. Two copies of meeting report/minutes from kick-off meeting;
- 6.9.2. Two copies of meeting report/minutes from pre-bid site walk;
- 6.9.3. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set, and one (1) electronic set of plans in AutoCAD 2006 or compatible set and one (1) electronic copy of the conforming specifications in Microsoft Word.

## **7. CONSTRUCTION ADMINISTRATION PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall perform Construction Administration Phase services for the District as follows:

- 7.1. The Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.

### **7.2. Change Orders**

- 7.2.1. Architect shall review all of contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the contractor for clarification, or rejected.
- 7.2.2. The Architect shall furnish all necessary additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these drawings from the Architect and shall be at no additional cost unless designated as Extra Services by the District. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

### **7.3. Submittals**

- 7.3.1. Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and change orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- 7.3.2. Architect shall review contractor's schedule of submittals and advise the District on whether that schedule is complete. The Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.

- 7.3.3. The Architect's action upon contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed ten (10) business days from its receipt by the Architect, unless the complexity of the submittal warrants a longer time period for the review to be mutually agreed upon by both parties. Architect's response to each submittal shall be a substantive and acceptable response. This 10-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents.
- 7.4. **RFIs.** During the course of construction, all Requests for Information ("RFI") must be responded to as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from the receipt by the Architect, unless the complexity of the RFI warrants a longer time period for review as reasonably agreed to by the District in writing in its sole discretion. Architect's response to each RFI shall be a substantive and acceptable response. This 7-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents.
- 7.5. On the basis of on-site observations, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall notify the District in writing of any defects or deficiencies in the work by any of the District's contractors that the Architect may observe. However, the Architect shall not be a guarantor of the contractor's performance. Further, The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.
- 7.6. **Rejection of Work.** The Architect shall have the authority, only after pre-approval of the District, to reject Project contractor(s)'s work that does not conform to the requirements of the construction contract documents. The Architect shall have the authority, upon its sole discretion, to reject Project contractor(s)'s work that presents an immediate risk of injury to persons.
- 7.7. **Quality Control/Punch List Process.** Architect shall evaluate during the Construction Administration and Closeout Phases the contractor(s)' execution and overall delivery of its work throughout the construction process shall use its best efforts to ensure the Project meets or exceeds the criteria as set forth in the Conforming Set. The Parties acknowledge that this process is not commissioning of the Project or the Project's system(s).
- 7.7.1. The Quality Control/Punch List ("QC"/"Punch") Process is a comprehensive and systematic process to verify that the building systems and assemblies are constructed and installed as designed to meet the District's requirements. Quality Control during the Construction Phase, the Closeout Phase, and all warranty periods shall achieve the following specific objectives:
- 7.7.1.1. Verify and document that assemblies and equipment are installed per manufacturer's recommendations, product minimum standards, and the design intent expressed in the Contract Documents.

- 7.7.1.2. Verify and document that the manufacturer(s) and designer(s) of assemblies, equipment, and systems have approved the full compliance, performance, and operation of all completed assemblies, equipment, and systems for that they manufactured and/or designed.
  - 7.7.1.3. Verify and document assembly, equipment, and system function.
  - 7.7.1.4. Verify the completeness of operations and maintenance materials.
  - 7.7.1.5. Assist the District so that the District's operating personnel receive all required training and are offered additional and supplemental training, on the operation and maintenance of building assemblies, equipment, and systems, all to be provided by the party responsible for providing that training.
  - 7.7.1.6. In addition to all incomplete items on its punch list, document items of known non-compliance in materials, installation or operation.
- 7.7.2. The QC/Punch Process does not reduce the responsibility of any designers or contractors to provide a finished and fully functioning product.
- 7.8. **As-Built Drawings.** Architect shall review and evaluate for District, the contractor(s)' documentation of the actual construction performed during the Project that the contractor(s) should prepare and submit as As-Built. As-Built are documents that show the actual construction performed during the Project, including changes necessitated by change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
  - 7.8.1. Architect shall provide to contractor(s), electronic "background" copies of all plans on which the contractor(s) shall indicate its "As-Built" in electronic format back to the District.
- 7.9. **Record Drawings.** Only if requested specifically by the District, Architect shall incorporate all information on all As-Built, sketches, details, and clarifications, and prepare one set of final Record Drawings for the District. The Record Drawings shall incorporate onto one set of electronic drawings, all changes from all As-Built, sketches, details, and clarifications. If a set of Record Drawings has been requested by the District, then (1) the Architect shall deliver it to the District at completion of the construction and (2) it shall be a condition precedent to the District's approval of the Architect's final payment. The Architect may insert the following notice on the Record Drawings:
 

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. The Architect has provided a review consistent with its legal standard of care.
- 7.10. **O&M Manuals / Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
- 7.11. Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and apparent deficiencies in construction following the acceptance of the contractor's work.
- 7.12. **Contractor's Application for Payment.** Failure of Architect to perform the following tasks shall be a material breach of the Agreement.
  - 7.12.1. **Development of Payment Procedures.** In consultation with the District and the construction manager, the Architect shall assist in the development and implementation



of procedures, forms and documents for the submittal, review, processing and disbursement of Progress Payments to the Project contractor(s).

- 7.12.2. **Certification of Payment Due.** Based on the Architect's observations and evaluations, the Architect shall certify the amount due on each application for progress payment. The Architect shall review and respond to applications for progress payment in a prompt manner so as to allow the District to timely meet its payment obligations to the Project contractor(s) under the terms of the construction contract documents and applicable law, rule or regulation.
- 7.12.3. **Final Payment.** The Architect shall review, evaluate and certify for payment the Project contractor(s)'s application for final payment. The Architect shall review and respond to the Project contractor(s)'s application for final payment in a prompt manner so as to allow the District to timely meet its obligation to make payment of the Final Payment under applicable law, rule or regulation.
- 7.12.4. Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the contract documents.

#### 7.13. **Deliverables and Number of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

- 7.13.1. Two copies of meeting report/minutes from kick-off meeting;
- 7.13.2. Two copies of observation reports;
- 7.13.3. Two copies of weekly meeting reports.

#### 7.14. **Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

- 7.15. **Duty to Timely Respond to DSA Inquiries.** Architect acknowledges that the District, DSA, and/or the Inspector of Record may require Architect to submit changes or clarifications to the Construction Drawings and other documentation to DSA for its consideration and approval during the Construction Administration Phase ("**DSA Request**"). Any delay by Architect in responding to the DSA Request is likely to result in delays to the Project. Accordingly, Architect shall respond expeditiously and with all due diligence to any DSA Request ("**DSA Response**"), provided that in no event shall the Architect's DSA Response occur later than two (2) days after Architect receives notice of the DSA Request, unless a longer period of time is approved in writing, in advance, by the District.

### 8. **CLOSEOUT PHASE**

- 8.1. As the Construction Administration Phase progresses, the Architect shall perform the following Closeout Phase services for the District as required:

- 8.1.1. Architect shall review the project and observe the construction as required to determine when the contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
- 8.1.2. Architect shall collect from the contractor, review, and forward to the District all written warranties, operation manuals, spare parts, lien waivers, and Certificates of Inspection and Occupancy with Architect's recommendation as to the adequacy of these items.
- 8.1.3. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
- 8.1.4. Architect shall obtain all required DSA approval on all change orders and addenda to the contractor's contract.
- 8.1.5. Architect shall prepare verified report(s) for the Project (DSA-6A/E Verified Report, Rev 04/08, or more recent revision if available).
- 8.1.6. Architect shall prepare a set of Record Drawings for the Project, as requested by the District.
- 8.1.7. Architect shall review a package of all warranty and O&M documentation prepared by Contractor and specifically identify any deficiencies.
- 8.1.8. Architect shall organize electronic files, plans and prepare a Project binder, or an equivalently organized electronic submission.
- 8.1.9. Architect shall coordinate all Services required to close-out the design and construction of the Project with the District and between consultants.
- 8.1.10. Architect shall coordinate and obtain DSA approval of the Project in a time period not to exceed twelve months from the date of the start of the Closeout Phase (see Exhibit C) or issuance of final payment release to the contractor(s); whichever is soonest.
- 8.2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
- 8.3. **Deliverables and Number of Copies**
  - 8.3.1. Punch lists for each site;
  - 8.3.2. Upon completion of the Project, all related project documents, including As-Builts and Record Drawings (if requested by the District). These are the sole property of the District.
- 8.4. **Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

## **9. MEETINGS / SITE VISITS / WORKSHOPS**

- 9.1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits and workshops, as indicated below. Architect shall chair, conduct and take minutes of all meetings

Architect attends (excluding Governing Board meetings and Citizens' Bond Oversight Committee meetings). Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings. The approximate number of meetings below is an estimated requisite to adequately achieve the indicated meeting objective. THE EXACT NUMBER OF MEETINGS REQUIRED TO ACCOMPLISH THE MEETING OBJECTIVES WILL BE BASED ON THE ARCHITECTURAL TEAM'S PERFORMANCE. ADDITIONAL MEETINGS OR FEWER MEETINGS MAY BE HELD, AS NECESSARY, TO ACHIEVE THE MEETING OBJECTIVES, BUT AT NO ADDITIONAL COMPENSATION TO THE ARCHITECT.

**9.2. General Meeting, Site Visit and Workshop Requirements**

- 9.2.1. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or contractors, as applicable.
- 9.2.2. Architect shall maintain documentation of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
- 9.2.3. As required, Architect shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.
- 9.2.4. Each meeting may last up to one full day (eight (8) hours) and shall be held at the District office or at one of the Project sites, unless otherwise indicated.

**9.3. Meetings During Project Initiation Phase (Three (3) meeting(s))**

- 9.3.1. Within the first week following execution of the Agreement, the Architect shall participate in one Project kick-off meeting to determine the Project intent, scope, budget and timetable, which shall encompass the following:
  - 9.3.1.1. The Architect, its appropriate consultant(s), and District staff, shall attend the meeting.
  - 9.3.1.2. The Project kick-off meeting will introduce key team members from the District and the Architect to each other, defining roles and responsibilities relative to the Project.
  - 9.3.1.3. During this meeting, the Architect shall:
    - 9.3.1.3.1. Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
    - 9.3.1.3.2. Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
    - 9.3.1.3.3. Review and explain the scope of work and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.

- 9.3.1.3.4. Review documentation of the Project kick-off meeting prepared by the District's representative and comment prior to distribution.

**9.4. Initial Site Visits (Three (3) meeting (s))**

- 9.4.1. Architect shall visit the Project sites to complete a visual inventory and documentation of the existing conditions.

**9.5. Meetings During Architectural Program (Three (3) meeting (s))**

- 9.5.1. Architect shall participate in two (2) public community information site meetings to receive input from the community regarding its wishes and expectations regarding the design of Architect's work on the Project and the schedule of use of the sites during construction.
- 9.5.2. Architect shall conduct one (1) site meeting with the District's facilities team to gather information from District facilities team and site personnel and to make a visual presentation regarding the Project.
- 9.5.3. Electrical, civil, mechanical, structural, landscaping, and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.

**9.6. Meetings During Schematic Design Phase (Eight (8) meeting (s))**

- 9.6.1. Within the first two weeks following the start of the Schematic Design Phase, Architect shall conduct one design workshop with the District's facilities team and site personnel to complete a basic design framework with computer-aided design equipment (CADD). The District may, at its discretion, allow the Architect to proceed with this meeting without using CADD. Architect shall conduct a meeting at least every two (2) weeks during this Phase with itself, all its Consultants required for that meeting, the District, and their designated representatives, until the District has indicated its acceptance with the Architect's Schematic Design. The District reserves the right to require attendance of specific Consultant(s). This workshop shall include the following:
  - 9.6.1.1. Architect shall designate its team member duties and responsibilities;
  - 9.6.1.2. Architect and District shall review District goals and expectations;
  - 9.6.1.3. District shall provide input and requirements;
  - 9.6.1.4. Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Project Budget;
  - 9.6.1.5. Prepare and/or revise the scope of work list and general work plan from the Pre-Design Phase, for documentation in a computer-generated Project schedule;
  - 9.6.1.6. Establish and agree regarding methods to facilitate the communication and coordination efforts for the Project.

9.6.2. Architect shall conduct approximately four (4) District-Architect Coordination meetings, one every 2 weeks, throughout the Schematic Design Process.

9.6.3. Architect shall conduct approximately four (4) Design Committee meetings throughout the Schematic Design Process.

**9.7. Meetings During Design Development Phase (Six (6) meeting (s))**

9.7.1. At the time designated for completion of the Design Development package, Architect shall conduct four meetings with the District to review the following:

9.7.1.1. Present the Design Development package for review and comment to proceed with preparation of final plans and specification.

9.7.1.2. Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Project Budget.

**9.7.2. Value Engineering Workshop (Two (2) meeting (s))**

Architect shall conduct value engineering workshop(s), as requested by the District, including all of Architect's consultant(s), the District, and the Construction Manager during the Design Development Phase. This workshop shall be ongoing and may include several meetings.

**9.8. Meetings During Construction Documents Phase (Eight (8) meeting (s))**

9.8.1. Prior to beginning work on the fifty percent (50%) design package, Architect shall conduct meetings with the District to revise the Design Development package and receive comments.

9.8.2. At the time designated for completion of the fifty percent (50%) submittal package, Architect shall conduct one meeting, per package or submittal, with the District to review the following:

9.8.2.1. Present the fifty percent (50%) submittal package for review and comment to proceed with preparation of final plans and specification.

9.8.2.2. Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Project Budget;

9.8.3. At the time designated for completion of the one hundred percent (100%) Construction Document package, Architect shall conduct meetings with the District to review the following:

9.8.3.1. Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specification.

9.8.3.2. Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Project Budget.

**9.9. Meetings During Bidding Phase (Three (3) meeting (s))**

- 9.9.1. Attend and take part in two meetings with all potential bidders, District staff, and Construction Manager.
- 9.9.2. Conduct one kick-off meeting, per site, with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

**9.10. Meetings During Construction Administration Phase**

- 9.10.1. Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the contract documents and to monitor the progress of the construction of the Project.
- 9.10.2. Conduct weekly project meetings with District staff to review with District staff the progress of the work at each site.
- 9.10.3. Architect shall ensure that consultant(s) visit the site in conformance with their agreement.

**9.11. Citizens' Bond Oversight Committee Meetings**

Architect acknowledges that the design and construction of the Project is subject to oversight by the District's citizen bond oversight committee. Architect shall, at the District's direction, attend District citizen bond oversight committee meeting(s) and present the Architect's design to the District's citizen bond oversight committee for review and recommendation to the District's governing board.

**9.12. Governing Board Meetings**

Architect acknowledges that the District's governing board must approve all designs. Architect shall, at the District's direction, attend District governing board meeting(s) and present the Architect's design to the District's governing board for review and approval.

## EXHIBIT B

### CRITERIA AND BILLING FOR EXTRA SERVICES

Architect shall bill hourly for any Extra Services, unless provided for otherwise herein, or unless an alternate payment structure is expressly requested in writing by the District. The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized in writing by the District in accordance with the Article "Payment for Extra Services or Changes" in the Agreement:

1. Making revisions in drawings, specifications, or other documents when such revisions are:
  - 1.1. Required to comply with direction from the District that is substantively different than approvals or instructions previously given by the District.
  - 1.2. Required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set, unless those enactments or revisions were foreseeable or reasonably should have been foreseeable by the Architect prior to preparation of the Conforming Set.
  - 1.3. Due to changes required as a result of the District's failure to respond to a written request from the Architect within a reasonable time, as requested by Architect.
  - 1.4. Required to provide services in connection with Change Orders and directive not the fault of the Architect.
2. Providing services required because of significant documented changes in a Project initiated by the District, including but not limited to size, quality, complexity, the District's schedule, or method of bidding or negotiating and contracting for construction.
3. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
4. Providing services made necessary by the default of contractor(s), by major defects, or deficiencies in the work of contractor(s).
5. In the absence of a final Certificate of Payment or Notice of Completion, providing Services more than sixty (60) days after the date of completion of work by contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
6. Providing deliverables or other items in excess of the number indicated in **Exhibit A**. Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit A**, so that District can procure the additional deliverables itself or direct Architect to procure the deliverables at District's expense or on District's account at a specific vendor. This includes the cost and preparation of Record Drawings.
7. Providing services as directed by the District that are not part of the Services of this Agreement.
8. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.

9. Providing training, adjusting, or balancing of systems and/or equipment sixty (60) days after completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
10. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

<u>Job Title</u>	<u>Hourly Rate</u>
Principal	\$270.00
Project Architect	\$175.00
Clerical	\$115.00

11. The mark-up on any approved item of Extra Services performed by Consultant(s) shall not exceed **five percent (5%)**.
12. Mileage to/from Project is **NOT** reimbursable as Extra Services.



## EXHIBIT C

### SCHEDULE OF WORK

1. Promptly after the execution of this Agreement, the Architect shall prepare and submit for approval to the District a Schedule of Work showing the order in which Architect proposes to carry out Architect's work within the Term as defined in the Agreement ("Schedule of Work"). The Schedule of Work shall apply to the completion of all services listed hereunder within the times established by this Agreement. The Schedule of Work shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Work on a monthly basis and deliver two (2) copies to the District along with the monthly billing.
2. Architect shall complete all work and services required per the Schedule of Work after written authorization from the District to proceed.
3. The durations stated in the Schedule of Work shall include the review periods required by the District and all other regulatory agencies.
4. All times to complete tasks set forth in this Exhibit are of the essence. If delays in the Schedule of Work are imposed by the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Work if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, such extensions shall be authorized in writing by the District.

<b>Schematic Design</b>	October 22 - November 19, 2020
<b>Design Development</b>	November 20 - December 30, 2020
<b>Construction Documents</b>	December 31, 2020 - January 31, 2021
<b>DSA Review</b>	February 1 - May 22, 2021
<b>Construction</b>	June - August 2021

**Note:** The exact dates required to achieve the District's overall Project objective and completion are subject to the District's modification, but The Architect acknowledges that its Fee is based on the Architect performing the Services and not based on the length of time to perform those Services or for the design or construction of the Project.

## EXHIBIT D

### PAYMENT SCHEDULE

#### 1. Compensation

- 1.1. District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

Based on the OPSC Fee schedule as indicated here:

<b>Schematic Design</b>	\$15,100
<b>Design Development</b>	\$4,545
<b>Construction Documents</b>	\$8,960
<b>Bidding Assistance</b>	\$7,960
<b>Construction Administration</b>	\$5,320
<b>Close-Out</b>	\$4,380
<b>Mechanical/Plumbing (Consultant)</b>	\$115,000
<b>Electrical (Consultant)</b>	\$50,000
<b>Structural (Consultant)</b>	\$10,000
<b><u>Reimbursable Expenses</u></b>	<b><u>\$2,000</u></b>
<b>TOTAL</b>	<b>\$222,965</b>

- 1.2. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel within two hundred (200) miles of a Project location, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit A.** or any other direct or indirect expenses incident to providing the services. Except as expressly set forth in the Agreement and **Exhibit B,** there shall be no payment for extra costs or expenses.
- 1.3. District shall pay Architect for all Services contracted for under this Agreement pursuant to the following schedule ("Payment Schedule"):

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Schematic Design Phase	10%
Design Development Phase	10%
Construction Documents Phase	35%
DSA Stamped Approval	5%
Bidding Phase	5%
Construction Administration Phase	30%
Closeout Phase	10%
Generate Punch List	2%
Sign Off On Punch List	2%
Receive and Review All O&M Documents	2%
Filing All DSA Required Closeout Documents	2%
Receiving DSA Closeout, including DSA approval of the final As-Built set of drawings	2%

2. **Method of Payment.** Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.
  - 2.1. If reasonably requested by District and, if reasonably requested, as a precondition of payment, Architect shall submit to District documentation showing proof that payments were made to Architect's consultant(s).
  - 2.2. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.
  - 2.3. Upon receipt and approval of Architect's invoices, the District agrees to make payments within forty-five (45) days of receipt of the invoice as follows:
    - 2.3.1. **Pre- Design/Architectural Program Development Phase:**  
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Pre-Design/Architectural Program.

- 2.3.2. **For Schematic Design Phase:**  
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.
- 2.3.3. **For Design Development Phase:**  
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.
- 2.3.4. **For Construction Documents Phase:**  
Monthly payments for percentage of Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.
- 2.3.5. **For Bidding Phase:**  
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District's award of the bid.
- 2.3.6. **For Construction Administration Phase:**  
Monthly payments based on Architect's invoices pursuant to the following:
1. Monthly payments for the percentage of Services complete, up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District's agreement that the Architect can generate a Punch List as part of the Closeout Phase.
- 2.3.7. **For Closeout:**  
Individual payment(s) proportionate to the items completed within this Phase.

### 3. **Format and Content of Invoices**

- 3.1. Architect acknowledges that the District requires Architect's invoices for Basic Services must include explanations of the Services performed.
- 3.2. For invoices for Extra Services, a more detailed explanation, with specificity, is required. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable for invoices for Extra Services. The times indicated below are just placeholders:

Review/Respond RFI's, Const. Admin Mtgs., Review Shop Drawings, Field Sketches	5.5 hours
Prepare Construction Documents: floor plans, exterior elevations, consultant coordination.	7.5 hours
Master Budget update, Master Schedule Update, Board Presentation, Accounting coordination	6.5 hours

## EXHIBIT E

### INSURANCE REQUIREMENTS

Architect shall procure prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and consultant(s). Architect's liabilities, including but not limited to Architect's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated as a material breach of contract by the District.

1. **Minimum Scope and limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits and shall be on an occurrence-based basis unless otherwise indicated:

- 1.1. **Commercial General Liability.** One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
- 1.2. **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
- 1.3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Architect shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of one million dollars (\$1,000,000) per accident for bodily injury or disease. The Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 1.4. **Employment Practices Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Architect shall keep in full force and effect, an Employment Practices Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of one million dollars (\$1,000,000) per occurrence. The Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 1.5. **Professional Liability.** This insurance shall cover the prime design professional and his/her liability arising from the services of consultant(s) with a minimum of one million dollars (\$1,000,000) per occurrence limit and two million dollars (\$2,000,000) aggregate limit, and subject to no more than **twenty-five thousand dollars (\$25,000) per claim deductible**, coverage to continue through completion of construction plus "tail" coverage for two (2) years thereafter. **This policy can be on a claims-made basis.**

The District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for those changes.

Furthermore, and to the coverage and limits specified herein shall be the greater of:

- 1.6. The minimum coverage and limits specified in this Agreement; or

- 1.7. The broader coverage and maximum limits of coverage, if any, of any existing insurance policy required of the Architect to be kept pursuant to this Agreement.
2. **Deductibles and Self-Insured Retention:** The Architect shall inform the District in writing if any deductibles or self-insured retention exceeds \$25,000. At the option of the District, either:
  - 2.1. The District can accept the higher deductible; or
  - 2.2. The Architect's insurer shall reduce or eliminate the deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers.
3. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
  - 3.1. The District, its trustees, officers, officials, employees, agents and volunteers ("Additional Insureds") are to be covered as additional insureds as respects to liability arising out of activities performed by or on behalf of the Architect; instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Architect shall ensure that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage limits/requirements shall also be available to the Additional Insureds.
  - 3.2. For any claims related to the projects, the Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect's insurance and shall not contribute with it.
  - 3.3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
  - 3.4. The Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - 3.5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District. At the option of the District, the Architect shall be the party required to provide the District this notice in lieu of the Architect's insurance provider.
4. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. The Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, either:
  - 4.1. The District can accept the lower rating;
  - 4.2. Require the Architect to procure insurance from another insurer.
5. **Verification of Coverage:** Architect shall furnish the District with:
  - 5.1. Certificates of insurance showing maintenance of the required insurance coverage;

- 5.2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

**EXHIBIT F**  
**DSA FORM PR 13-01**



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## PROCEDURE: CONSTRUCTION OVERSIGHT PROCESS

Division of the State Architect (DSA) documents referenced within this publication are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

**PURPOSE:** California Code of Regulations (CCR), Title 24, Part 1, Chapter 4, Article 1 (Sections 4-211 through 4-220) and Group 1, Articles 5 and 6 (Sections 4-331 through 4-344) provide regulations governing the construction process for projects under the jurisdiction of the Division of the State Architect (DSA).

This Procedure provides the required, prescribed method for compliance with applicable sections of the above regulations related to communication and documentation of the status of construction inspections and material testing.

See *Section 5* for information on applicability of this procedure to your existing project.

**BACKGROUND:** Successful construction inspections and material testing are critical to the delivery of code compliant projects. Communication and documentation of these inspections and tests are necessary to enable involved parties to understand the status of those inspections and tests, so that conditions not compliant with the DSA-approved construction documents are identified in a timely manner and not covered up by subsequent construction activities.

**DEFINITIONS:** The following definitions apply to terms used in this document:

**Architect/Engineer** – An abbreviated use of the term design professional in general responsible charge.

**Contract** – A written agreement for facility construction, alteration, repair or other construction activities regulated by DSA.

**Contractor** – A company or individual that contracts for or is otherwise responsible for the construction of the project or portions of the project.

**DSA-Approved Construction Documents** – Portions of plans, specifications, *DSA-103: List of Structural Tests and Special Instructions*, addenda, deferred submittals, revisions, and construction change documents (CCDs) duly approved by DSA that contain information related to and affecting structural safety, fire/life safety, and accessibility (refer to *IR A-6: Construction Change Document Submittal and Approval Process* for additional information about CCDs). While all portions of the construction documents may contain a DSA identification stamp, this stamp is not the approval. Approval by DSA is indicated by a letter to the school district. This letter clarifies that the approval is limited to structural safety, fire/life safety and accessibility.

The DSA approval letter states: *“Buildings constructed in accordance with approved drawings and specifications will meet minimum required standard given in Title 24, California Code of Regulations, for structural, and fire and life safety ... and ... certifies that the drawings and specifications are in compliance with State regulations for the reasonable accommodation of the disabled.”*

**Design Professional In General Responsible Charge** – The architect or engineer in general

## CONSTRUCTION OVERSIGHT PROCESS

responsible charge of the project, as listed on Line 21 or 23 of form *DSA 1: Application for Approval of Plans and Specifications and Instructions*.

**Non-Building Site Structures** – Structures that are required to resist loads imposed by gravity, wind, seismic, earth or other external forces and are not enclosed by walls and a roof (examples include: shade structures not enclosed by walls, bleachers, ball walls, trash enclosures, dugouts, tanks, equipment, fences, retaining walls, ramps, stairs, cell towers, light poles, etc.).

The term “Non-Building Site Structures” is used only to clarify the types of site structures that are relevant when issuing form *DSA 152: Project Inspector Card* for site work. These types of structures are school buildings as defined in the California Administrative Code Title 24, Part 1.

**Other Responsible Design Professionals** – Architects or engineers with delegated responsibility for portions of the project as listed on Lines 24a, 24b, 24c or 24d of form *DSA 1* and Line 1.0 of *DSA 1-MR: Application for New Manufactured Permanent Modular or Relocatable Buildings* (when applicable), such as architects, structural engineers, mechanical engineers, electrical engineers and the geotechnical engineer of record.

**Permanent Modular** – Permanent buildings or structures built in a fabrication plant off-site not intended for relocation, constructed of modular units that do not have an integral floor, and are mounted on a permanent foundation such as modular school buildings or elevator towers.

Permanent buildings include enclosed structures for the purpose of housing students and teachers, such as classrooms, assembly buildings, administrative buildings, etc.

**Project Inspector** – An inspector who is employed by the school district, certified by DSA and specifically approved by DSA and applicable project design professionals to provide competent, adequate and continuous construction inspections for the project.

**Relocatable Building** – Buildings as defined in Title 24, Part 1, Section 4-314 which are built in a fabrication plant off-site.

### APPLICABLE DSA FORMS:

- DSA 1
- DSA 1-MR.
- *DSA 5-AI: Assistant Inspector Qualification and Approval.*
- *DSA 5-PI: Project Inspector Qualification and Approval.*
- *DSA 5-IPi: In-Plant Project Inspector Qualification and Approval.*
- *DSA 5-SI: Special Inspector Qualification and Approval.*
- *DSA 6-AE: Architect/Engineer Verified Report.*
- *DSA 6-C: Contractor Verified Report.*
- *DSA 6-PI: Project Inspector Verified Report.*
- *DSA 102-IC: Construction Start Notice/Inspection Card Request.*
- DSA-103
- *DSA 108: Change in Delegation of Responsibility.*
- *DSA 109: Transfer of Responsibility: Geotechnical Engineer.*

## CONSTRUCTION OVERSIGHT PROCESS

- *DSA 119: Project Inspector Performance Review.*
- *DSA 130: Certificate of Compliance–Accepted Folding and Telescopic Seating Fabricator.*
- *DSA 135: Field Trip Note (internal form).*
- *DSA 151: Project Inspector Notifications.*
- *DSA 152*
- *DSA 152-IPI: In-Plant Inspector Inspection Card/Verified Report.*
- *DSA 153: Inspection Card Building Identifier (internal form).*
- *DSA 154: Notice of Deviations / Resolution of Deviations.*
- *DSA 155: Project Inspector Semi-Monthly Report.*
- *DSA 156: Commencement/Completion of Work Notification.*
- *DSA 168: Statement of Final Actual Project Cost.*
- *DSA 180: Project Inspector Performance Record.*
- *DSA 211: Attachment for Additional Comments/Information.*
- *DSA 291: Laboratory of Record Verified Report.*
- *DSA 292: Special Inspectors Employed Directly by the District Verified Report.*
- *DSA 293: Geotechnical Verified Report.*

**REQUIREMENTS FOR REPORTING STATUS OF COMPLIANT CONSTRUCTION:** For every project there shall be a project inspector who shall have personal knowledge as defined in Title 24, Part 1, Section 4-336(a) of all work on the project.

All construction is required to be completed in compliance with the project construction documents. The construction documents are required to be in compliance with the California Building Codes in effect at the time the original plans and specifications are submitted to DSA. DSA reviews and approves the submitted plans, specifications and other construction documents for compliance with codes regulating structural safety, fire/life safety and accessibility. Other portions of the plans that do not contain content about or that affect structural safety, fire/life safety and accessibility are not reviewed by DSA and the responsibility for determining code compliance of those portions is the sole responsibility of the design professionals.

In order to distinguish between the portions of the plans that DSA reviews and approves and other portions of the plans, the term DSA-approved construction documents is used for the portions of the plans that are duly approved by DSA, contain information related to and affecting structural safety, fire/life safety, and accessibility. However, all work shown in the project construction documents must be inspected by the project inspector.

The California Administrative Code Section 4-333(b)3 specifically states that “no work shall be carried on except under the inspection of an inspector approved by DSA.” All construction is required to be completed in compliance with the project construction documents which include both the “DSA-approved construction documents” portions and the portions containing all the other work.

## CONSTRUCTION OVERSIGHT PROCESS

The California Administrative Code requires the project inspector to make certain reports pertaining to the status of construction compliance. To fulfill this requirement, the project inspector shall use the following:

- DSA 151
- DSA 152
- DSA 152-IPI
- DSA 154
- DSA 155
- *DSA 6-PI*
- Project Inspector Job File.

**1. REQUIREMENTS FOR USE OF PROJECT INSPECTION CARD (FORMS DSA 152 AND DSA 152-IPI):** The Project Inspection Card (form DSA 152) is considered to be an interim verified report by the project inspector. The DSA 152-IPI is considered to be the final verified report for the in-plant fabrication of permanent modular or relocatable buildings (see *Section 1.7*). The project inspector signs off the applicable blocks and sections on the form as the work progresses. The project inspector is required to complete the form in compliance with this procedure document and reference the Instructional Notes on the second page of form DSA 152 and the *DSA 152 Manual – A Guide for Completing the Project Inspector Card* (DSA 152 Manual). When signing off the blocks and sections of the form, the project inspector is verifying all of the following:

- Identified areas are determined to be in compliance with the DSA-approved construction documents.
- Required structural/material and fire/life safety testing and inspections are complete.
- Required documentation has been received by the project inspector.

**Note:** For small/fast projects, interim verified reports from the design professionals, geotechnical engineer, Laboratory of Record, and special inspectors are not mandatory if the requirements listed in DSA Policy *PL 14-01: Inspection Card Use for Small/Fast Projects* are met prior to commencing construction.

**1.1 Request for issuance of forms DSA 152 and DSA 152-IPI:** Form *DSA 102-IC: Construction Start Notice/Inspection Card* Request is used to request the issuance of Project Inspection Cards. After project approval, a DSA 5-PI, DSA 5-IPI (when applicable) must be submitted to and approved by DSA prior to the DSA 102-IC submission. Under circumstances agreed to by DSA prior to project approval, the DSA 5-PI, DSA 5-IPI (when applicable) and DSA 102-IC may be submitted simultaneously and DSA will attempt to expedite the issuance of the DSA 152 and DSA 152-IPI. Once the DSA 5-PI, DSA 5-IPI (when applicable) is approved, DSA (Document Controller) will fill in the “DSA 5-PI Approval Date” (or, when applicable, “DSA 5-IPI Approval Date”) in Section 3 of the DSA 102-IC and upload it to DSAbox. The request is electronically submitted to DSA (See *Section 4* of this procedure for information on electronic submittal) and consists of providing the following required information:

- Identifying the DSA-approved project inspector.
- Contractor firm name and delivery method.
- Specified construction contract information.

## CONSTRUCTION OVERSIGHT PROCESS

- Project scope (DSA will use this information to determine the quantity of inspection cards needed for the project).
- Contact information for electronic communication by listing project collaborators.

**1.2 Issuance of form DSA 152 and DSA 152-IPI:** Project Inspection Cards (DSA 152 and DSA 152-IPI) are issued electronically by upload to [DSAbbox](#) by DSA per *Section 1.16* of this procedure.

**1.3 Quantity of DSA 152 and DSA 152-IPI forms required for projects:** The number of Project Inspection Cards issued varies by project type. In general, though there are exceptions for siting or relocation of permanent modular or relocatable buildings (discussed later) and small scope projects of a certain type (described later), one Project Inspection Card (form DSA 152) is required for each separate building and one for the site work (which includes non-building site structures). The number of Project Inspection Cards and building identifiers should match the information specified in form DSA 153: Inspection Card Building Identifier, which is completed by DSA plan review staff during the back check and provided to the design professional upon project plan approval.

For in-plant construction of permanent modular or relocatable buildings, one Project Inspection Card (DSA 152-IPI) is required for each separate building.

For the siting or relocation of permanent modular or relocatable buildings 2,160 square feet or less, only one Project Inspection Card (DSA 152) is required encompassing all the buildings, and one Project Inspection Card (DSA 152) is required for the site work (which includes non-building site structures).

The following small scope type projects require only one Project Inspection Card for all buildings on a campus rather than one Project Inspection Card per building:

- Fire Alarm Only Projects.
- Hardware Replacement Only Projects.
- Security Camera Only Projects.
- Low Voltage (Communication) Only Projects.

The following is not an exhaustive list of possibilities, but examples of the various project types and the resulting quantity of DSA 152 and DSA 152-IPI forms (**Note:** unless specified otherwise, all references to forms in the examples are to DSA 152 forms):

**1.3.1 Project scope is site work only (includes non-building site structures, if any):**

- One form is required.

**1.3.2 Project scope is new buildings:**

- One form for the site work (includes non-building site structures, if any).
- One form for each separate new building.

**Example:** Construction of three new buildings requires a total of four forms.

**1.3.3 Project scope is alterations/additions to existing buildings:**

- One form for the site work (includes non-building site structures, if any).
- One form for each separate existing building being altered or changed.

**Example:** Alterations to two existing buildings requires a total of three forms.

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**1.3.4 Project scope is alterations to existing buildings and no site work is required (such as mechanical/electrical only projects):**

- One form for each separate existing building being altered or changed.

**Example:** Alterations to two existing buildings requires a total of two forms.

**1.3.5 Project scope is new buildings and alterations/additions to existing buildings:**

- One form for the site work (includes non-building site structures, if any).
- One form for each separate new building.
- One form for each separate existing building being altered or changed.

**Example:** Construction of three new buildings and alterations to two existing buildings requires a total of six forms.

**1.3.6 Project scope is placing existing relocatable buildings (max. 2160 square feet) on a site:**

- One form for the site work (includes non-building site structures, if any).
- One form encompassing all of the relocatable buildings being placed on the site.

**Example:** Placing of three existing relocatable buildings on a site requires a total of two forms.

**1.3.7 Project scope is constructing new permanent modular or relocatable buildings (max. 2160 square feet) and placing them on a site:**

- One DSA 152-IPI form for each separate building for the in-plant construction.
- One form for the site work (includes non-building site structures, if any).
- One form encompassing all of the permanent modular or relocatable buildings being placed on the site.

**Example:** Construction and placing of two new permanent modular or relocatable buildings requires a total of four forms: two DSA 152 forms and two DSA 152-IPI forms.

**1.3.8 Project scope is constructing new relocatable buildings for stockpile:**

- One DSA 152-IPI form for each separate building for the in-plant.

**Example:** Construction of three new relocatable buildings for stockpile requires a total of three DSA 152-IPI forms.

**1.4 Project Inspection Card numbers:** Project Inspection Card numbers are issued by DSA staff. For each project, the issued inspection card numbers will be consecutive starting with the number 01 (01, 02, 03....) for all buildings. The Project Inspection Card number for site work (includes non-building site structures) will be “#SW.” Inspection card numbers for in-plant construction of permanent modular or relocatable buildings will use form DSA 152-IPI and be consecutive starting with the number 01, followed by the letters “IP” (01IP, 02IP, 03IP, etc.). Projects having the small scope defined in Section 1.3 on the inspection card under “Building Number” will indicate “All \_\_\_ Buildings” with the number of buildings inserted in the blank.

## CONSTRUCTION OVERSIGHT PROCESS

**1.5 Project posting of forms DSA 152 and DSA 152-IPI:** The project inspector and in-plant inspector shall post the forms in his/her job file and shall electronically post the forms (See *Section 4* for information on electronic submittal/posting). The information in the forms shall always be current. Each time the form is updated, a new electronic posting is required such that the electronically posted form is always kept current. In addition, the project inspector shall:

- Immediately, upon request, make the form available for review by any parties involved in the construction.
- Include a current copy of the forms (DSA 152) any time he/she submits a Verified Report (form DSA 6-PI).
- Upon request, provide a current copy of the forms to DSA, the school district/state agency, or the design professional in general responsible charge.

**1.6 Project inspector termination and transfer of the form DSA 152 and DSA 152-IPI:** If the project inspector or in-plant inspector is, for any reason, terminated prior to the completion of the project, then he/she must personally provide the original DSA 152 and DSA 152-IPI forms to the assuming DSA-approved project inspector or in-plant inspector, respectively, or to DSA and provide a copy to the school district. Use form DSA 211 to identify status of inspections completed up to the termination date if the space in the DSA 6-PI or DSA 152-IPI is insufficient to note such. Forms located in DSABox that are current at the time of termination satisfy these requirements.

**1.7 Permanent Modular and Relocatable buildings:** The design professional in responsible charge shall delegate the responsibility for design and preparation of plans and specifications, observation of in-plant manufacturing, and on-site placement of the permanent modular or relocatable buildings. The individual delegated such responsibility may sub-delegate the responsibility for observation of in-plant and/or on-site construction as indicated on form DSA 1-MR. ←

**1.7.1 In-Plant Construction:** In-plant inspectors shall use the DSA 152-IPI as described in *Section 1.5*. Unlike the DSA 152, interim verified reports from the design professionals are not required for the in-plant inspector to sign off the DSA 152-IPI. However, the in-plant project inspector and the design professional delegated or sub-delegated the responsibility for observation of in-plant construction shall sign in the appropriate location on the DSA 152-IPI prior to the permanent modular or relocatable building leaving the plant. A stop work order may apply if this is not done (see *IR A-13: Stop Work and Order to Comply* for additional information).

Building modules may be shipped to the project site in phases prior to construction of all modules of a building. For each phase, the DSA 152-IPI shall list the serial numbers of the modules constructed, be signed by the delegated design professional, and be attached to those modules being shipped. The final DSA 152-IPI shall denote that all modules have been constructed, be affixed to the last module being shipped to the site, and be uploaded to the DSABox by the in-plant inspector. The site inspector shall verify receipt of the final DSA 152-IPI prior to installation of the last module.

If the in-plant inspector does not perform welding special inspection, the Laboratory of Record or independently hired welding special inspector shall provide verified reports, either form *DSA 291: Laboratory of Record Verified Report* or *DSA 292: Special Inspectors Employed Directly by the District Verified Report* depending on the welding special inspector's employment relationship with the Laboratory of Record (see *Section 1.10* and *1.11* for additional information). In this situation,

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verified reports for testing of materials and special inspection of the welding are required for the in-plant inspector to complete the appropriate block on the DSA 152-IPI. These verified reports shall be submitted electronically to DSA as described in *Section 4*.

- 1.7.2 Transfer of forms:** For construction of new permanent modular or relocatable buildings for a specific project (not stockpile), the DSA 152-IPI, DSA 291, and DSA 292 (when applicable) for the superstructure must be attached to the inside of the building either performed by or attachment verified by the in-plant project inspector prior to the permanent modular or relocatable building leaving the plant. The on-site project inspector must verify these forms are present when the buildings are delivered to the site.

For the first-time installation of permanent modular or relocatable buildings, the design professional delegated or sub-delegated the responsibility for on-site construction observation shall complete a DSA 6-AE at applicable times defined in this procedure and submit it to DSA and the on-site project inspector.

**1.8 Duties of the project inspector and in-plant inspector related to the use of forms DSA 152 and DSA 152-IPI, respectively, are as follows:**

**Note:** For in-plant construction, the in-plant inspector shall follow the duties described below for project inspectors and substitute form DSA 152-IPI for form DSA 152.

- Act under the direction of the architect/engineer.
- Ensure the project is issued the correct quantity of Project Inspection Cards (form DSA 152). The project inspector is required to be in possession of the form(s) DSA 152 prior to commencement of construction. Title 24, Part 1, Section 4-342(b).5.A requires the project inspector to notify DSA when construction work on the project is started. Entering the "Card Start Date" on the form DSA 152 and submitting the form DSA 151 are required for compliance with that code section. Lack of compliance may cause DSA to issue a "Stop Work Order" on the project (see IR A-13 for additional information).
- Obtain a copy of the DSA-approved construction documents from the design professional in general responsible charge prior to the commencement of construction.
- Obtain a copy of the DSA-approved List of Required Structural Tests and Special Inspections (form DSA-103) from the design professional in general responsible charge (or DSAbox, when the electronic back check process is used per DSA Procedure *PR 16-01: Electronic Back Check for Plan Review Projects*) prior to the commencement of construction.
- Meet with the school district, design professionals, and contractor as needed to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Meet with the Laboratory of Record and any independently contracted special inspectors and technicians to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project. In cooperation with the Laboratory of Record, develop a schedule of required structural/material and fire/life-safety tests and special inspections based on the construction schedule.



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- Immediately notify the DSA Regional Office with construction oversight authority for the project, by phone and electronically by using form DSA 154, if construction commences without DSA 152 forms in the possession of the project inspector (see *Section 4* for information on electronic submittal).
  - For permanent modular or relocatable buildings, the school site project inspector must receive a properly completed DSA 152-IPI prior to such buildings being placed in their final location.
- Provide personal, competent, adequate and continuous construction inspections of all aspects of the construction work.
- Monitor the work of the Laboratory of Record and Special Inspectors to ensure the testing and special inspection program is satisfactorily completed.
- Use the information found in the *DSA 152 Manual* to ensure necessary tests and inspections are completed and that necessary documents are in the job file prior to approving (signing off) each applicable block and section of each form DSA 152. Make requests to appropriate individuals for interim verified reports when such reports are required.
- Sign off applicable blocks and sections of the DSA 152 forms when:
  - The completed work is in compliance with the DSA-approved construction documents.
  - All necessary structural/material and fire/life safety testing and inspections are complete.
  - Any deviations from the DSA-approved construction documents are resolved.
  - Any DSA Field Trip Notes issues are resolved.
  - All necessary documents are received by the project inspector.

If any block or section is not applicable to the construction the inspector shall enter "NA" for the date and provide initials.

Until the project inspector has signed off applicable blocks and sections of the form DSA 152, the contractor may be prohibited from proceeding with subsequent construction activities that cover up the unapproved work. Any subsequent construction activities that cover up the unapproved work will be subject to a "Stop Work Order" from DSA or the school district (see IR A-13 for additional information), and are subject to removal and remediation if found to be in noncompliance with the DSA-approved construction documents (see *Section 1.17* for information about incremental work).

- Immediately notify the DSA Regional Office with construction oversight authority for the project, by phone and electronically, if applicable blocks/sections of form DSA 152 have not been signed off and the contractor proceeds with subsequent construction activities that cover up the unapproved work. For electronic notifications, use form DSA 151 (see *Section 1.17* for information about incremental work).

EXCEPTION: Projects with concrete cast-in-place deep foundations may have construction occurring in multiple blocks and sections prior to sign-off due to the nature of soil inspections for such. For example, verification of concrete or grout volumes to ensure no significant soil caving has occurred is part of the geotechnical engineer's soil inspections for these types of foundations. In such cases, the project inspector does NOT need to notify the DSA Regional Office

## CONSTRUCTION OVERSIGHT PROCESS

with construction oversight authority for the project that the contractor is proceeding with activities that cover up unapproved work, provided the following:

- The geotechnical engineer is on-site during boring/drilling and concrete placement.
- The geotechnical engineer has not identified any other soil issues specifically associated with the deep foundation hole or surrounding area which could impact the structural stability of the hole or foundation.
- If the project inspector is, for any reason, terminated prior to the completion of the project, refer to *Section 1.6*.

### 1.9 Duties of the Laboratory of Record related to the use of form DSA 152 and DSA 152-IPI are as follows:

- Meet with the project inspector, in-plant inspector (when applicable), design professionals, and the contractor as needed to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Obtain a copy of the DSA-approved construction documents from the design professional in general responsible charge prior to the commencement of construction.
- Obtain a copy of the DSA-approved List of Required Structural Tests and Special Inspections (form DSA-103) from the design professional in general responsible charge prior to the commencement of construction.
- Report all project-related activities to the project inspector. The project inspector is responsible for monitoring the work of the Laboratory of Record and special inspectors to ensure the testing and special inspection program is satisfactorily completed. Coordinate with the project inspector to develop a schedule, based on the construction schedule, to complete the testing and special inspection program.
- Provide material testing as identified in the DSA-approved construction documents.
- Submit test reports to the project inspector within one work day of the day the tests were performed for any tests performed on-site.
- Submit material test reports in a timely manner such that construction is not delayed and not to exceed seven calendar days from the date the material tests were performed. Test reports are to be submitted to the project inspector, architect, structural engineer, and the school district and, when requested, to DSA. As a convenience, and if agreed upon by involved parties, the test reports may be submitted electronically as identified in *Section 4* of this procedure.
- Immediately submit reports of material tests not conforming to the requirements of the DSA-approved construction documents. These reports shall be submitted to DSA, the architect, structural engineer, project inspector and the school district.
- The engineering manager shall submit an interim Laboratory of Record Verified Report (form DSA 291) and the geotechnical engineer shall submit an interim Geotechnical Verified Report (form DSA 293) as prescribed in *Section 4*.

The reports are required to be submitted when any of the following events occur:

- Within 14 days of the completion of the material testing/special inspection program.

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- Work on the project is suspended for a period of more than one month.
- The services of the Laboratory of Record are terminated for any reason prior to completion of the project.
- DSA requests a verified report. (See interim verified reports below. This is a “DSA request.”)
- The engineering manager shall submit an interim verified report (form DSA 291) and the geotechnical engineer shall submit form DSA 293 as prescribed in *Section 4* for each of the applicable sections of the form DSA 152, prior to the project inspector signing off that section of the project inspection card, if that section required material testing. (Interim verified reports are not required for the DSA 152-IPI unless the Laboratory of Record employs welding special inspectors for in-plant special inspection; see *Section 1.7* for verified report requirements.) The sections are:
  1. Initial Site Work and Foundation Prep.
  2. Vertical and Horizontal Framing.
  3. Appurtenances.
  4. Finish Site Work and Other Work.

**1.10 Duties of Special Inspectors, employed by the Laboratory of Record, related to the use of form DSA 152 and DSA 152-IPI are as follows:**

- Meet with the project inspector, design professionals, and the contractor as needed to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Report all project-related activities to the project inspector. The project inspector is responsible for monitoring the work of the Laboratory of Record and special inspectors to ensure the testing and special inspection program is satisfactorily completed.
- Perform work under the supervision of the engineering manager for the Laboratory of Record.
- Perform inspections in conformance with the DSA-approved construction documents, applicable codes and code reference standards.
- Prepare detailed daily inspection reports outlining the work inspected and provide the project inspector a copy of the reports within one day of the day the inspections were performed.
- Immediately submit reports of materials or work not conforming to the requirements of the DSA-approved construction documents. These reports shall be submitted to DSA, the architect, structural engineer, project inspector and the school district.
- Submit daily special inspection reports in a timely manner such that construction is not delayed and not to exceed seven days from the date the special inspections were performed. The reports are to be submitted to the architect, structural engineer, and the school district. As a convenience, and if agreed upon by involved parties, the special inspection reports may be submitted electronically as identified in *Section 4* of this procedure.
- The engineering manager for the Laboratory of Record shall submit verified report form DSA 291 as prescribed in *Section 4*. Unlike special inspectors independently

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contracting directly with the school district, the verified report form DSA 292 is not required since the form DSA 291 covers special inspections made by laboratory employed special inspectors.

The reports are required to be submitted upon any of the following events occurring:

- Within 14 days of the completion of the special inspection work.
- Work on the project is suspended for a period of more than one month.
- The services of the special inspector are terminated for any reason prior to completion of the project.
- DSA requests a verified report (see interim verified reports below; this is a *DSA request*).
- The engineering manager for the Laboratory of Record shall submit an interim verified report (form DSA 291) as prescribed in Section 4 for each of the applicable sections of the form DSA 152, prior to signing off that section of the Project Inspection Card, if that section required special inspections. (Interim verified reports are not required for the DSA 152-IPI unless another special inspector, employed by the Laboratory of Record or independently and directly with the school board, performs welding special inspection; see *Section 1.7* for verified report requirements). The sections are:
  1. Initial Site Work and Foundation Prep.
  2. Vertical and Horizontal Framing.
  3. Appurtenances.
  4. Finish Site Work and Other Work.

### **1.11 Duties of Special Inspectors, not employed by the Laboratory of Record, related to the use of form DSA 152 and DSA 152-IPI are as follows:**

- Meet with the project inspector, Laboratory of Record, the design professionals, and the contractors as needed to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Obtain a copy of the DSA-approved construction documents from the design professional in general responsible charge prior to the commencement of construction.
- Obtain a copy of the DSA-approved List of Required Structural Tests and Special Inspections (form DSA-103) from the design professional in general responsible charge prior to the commencement of construction.
- Report all project-related activities to the project inspector. The project inspector is responsible for monitoring the work of the Laboratory of Record and special inspectors to ensure the testing and special inspection program is satisfactorily completed.
- Perform work under the direction of the design professional in general responsible charge, as defined in Section 4-335(f)1B of the 2013 and 2016 California Administrative Code (Title 24, Part 1).
- Perform inspections in conformance with the DSA-approved construction documents, applicable codes and code reference standards.

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- Prepare detailed daily inspection reports outlining the work inspected and provide the project inspector a copy of the reports within one day of the day the inspections were performed.
- Immediately submit reports of materials or work not conforming to the requirements of the DSA-approved construction documents. These reports shall be submitted to DSA, the architect, structural engineer, project inspector and the school district.
- Submit daily special inspection reports in a timely manner such that construction is not delayed and not to exceed seven days from the date the special inspections were performed. The reports are to be submitted to the project inspector, architect, structural engineer, and the school district and, when requested, to DSA. As a convenience, and if agreed upon by involved parties, the special inspection reports may be submitted electronically as identified in *Section 4* of this procedure.
- Submit form DSA 292: Special Inspectors Employed Directly by the District Verified Report as prescribed in *Section 4*.

The reports are required to be submitted upon any of the following events occurring:

- Within 14 days of the completion of the special inspection work.
  - Work on the project is suspended for a period of more than one month.
  - The services of the special inspector are terminated for any reason prior to completion of the project.
  - DSA requests a verified report (see interim verified reports below; this is a “DSA request”).
- Special inspectors who contract directly with the school district are to submit an interim Special Inspectors Employed Directly by the District Verified Report (form DSA 292) as prescribed in *Section 4* for each of the applicable sections of the form DSA 152, prior to the project inspector signing off that section of the Project Inspection Card, if that section required special inspections. (Interim verified reports are not required for the DSA 152-IP unless the independent special inspector performs welding special inspection; see *Section 1.7* for verified report requirements). The sections are:
    1. Initial Site Work and Foundation Prep.
    2. Vertical and Horizontal Framing.
    3. Appurtenances.
    4. Finish Site Work and Other Work.

### 1.12 Duties of the Architect/Engineer related to the use of forms DSA 152 and DSA 152-IP are as follows:

- Responsible to the school board and to DSA to see that the completed work conforms in every material respect to the DSA-approved construction documents.
- Ensure the project inspector, in-plant inspector (when applicable), and independently contracting special inspector(s) (i.e., not employed by the Laboratory of Record) are approved by DSA for the project by submitting form DSA 5-PI, DSA 5-IP (when applicable) and DSA 5-SI (for independently contracting special inspector(s)) to and obtaining approval from DSA prior to the start of construction, and prior to requesting issuance of form DSA 152 or DSA 152-IP.
- Provide a copy of all the DSA-approved construction documents to the project

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inspector, in-plant inspector (when applicable), Laboratory of Record and special inspector(s) independently contracting directly with the school district prior to the commencement of construction.

- Provide a copy of the DSA-approved List of Required Structural Tests and Special Inspections (form DSA-103) to the project inspector, in-plant inspector (when applicable), Laboratory of Record and special inspector(s) independently contracting directly with the school district prior to the commencement of construction. Upload a copy of the approved List of Required Structural Tests and Special Inspections (form DSA-103) to the applicable A/E folder in DSAbbox in accordance with *Section 4* of this procedure.
- Provide general direction of the work of the project inspector and in-plant inspector (when applicable).
- Issue specific instructions to the testing facility and the special inspectors prior to start of construction.
- Direct and monitor the work of special inspectors who are not provided by the Laboratory of Record, as defined in Section 4-335(f)1B of the 2013 and 2016 California Administrative Code (Title 24, Part 1).
- Notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection reports as not conforming to the DSA-approved construction documents. Facilitate resolution of deviation notices as needed in association with such non-conforming aspects.
- Respond to DSA Field Trip Notes (form DSA 135 or comparable) as necessary, especially those items identified with a time frame for response in order to avoid potential covering up of deviated work and/or a stop work order.
- Provide observation of the construction. All architects and engineers having responsibility for observation of the work as listed on the Application for Approval of Plans and Specifications (form DSA 1 and DSA 1-MR, when applicable), shall maintain such personal contact with the project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the architect or engineer or their qualified representative to observe the construction.
- Administer CCDs as prescribed in IR A-6.
- The architect or engineer, as identified above, is required to submit Architect/Engineer Verified Reports (form DSA 6-AE or, when applicable, sign the DSA 152-IPI for construction of permanent modular or relocatable buildings) as prescribed in *Section 4*.

The reports are required to be submitted when any of the following events occur:

- The project is substantially complete. DSA considers the project to be complete when the construction is sufficiently complete in accordance with the DSA-approved construction documents so that the owner can occupy or utilize the project.
- Work on the project is suspended for a period of more than one month.
- The services of the architect or engineer are terminated for any reason prior to completion of the project.
- DSA requests a verified report (see interim verified reports below; this is a

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*DSA request).*

- The architect or engineer shall submit an interim Architect/Engineer Verified Report (form DSA 6-AE) as prescribed in *Section 4* for each of the applicable sections of the form DSA 152 prior to the project inspector signing off that section of the project inspection card. (Interim verified reports are not required for the DSA 152-IPI; see *Section 1.7* for verified report requirements). The sections are:
  1. Initial Site Work and Foundation Prep.
  2. Vertical and Horizontal Framing.
  3. Appurtenances.
  4. Finish Site Work and Other Work.

**1.13 Duties of the design professionals delegated responsibility related to the use of forms DSA 152 and DSA 152-IPI are as follows:**

- Responsible to the school board and to DSA to see that the completed work for which they are delegated responsibility conforms in every material respect to the DSA-approved construction documents.
- For the architect or engineer delegated responsibility for observation of fabrication of modular or relocatable buildings in Section 1.0 or, when sub-delegated, Section 1.1 of the DSA 1-MR, ensure the in-plant inspector and independently contracting special inspector(s) (i.e., not employed by the Laboratory of Record) are approved by DSA for the project by submitting form DSA 5-IPI and DSA 5-SI (for independently contracting special inspector[s]) to and obtaining approval from DSA prior to the start of construction, and prior to requesting issuance of form DSA 152-IPI.
- Provide observation of the construction. All architects and engineers having delegated responsibility are also responsible for observations of the applicable portions of the work as delegated on the Application for Approval of Plans and Specifications (form DSA 1 and, when applicable, DSA 1-MR) (if there are any changes to such delegated individuals after project approval, use form DSA 108 to indicate such changes). As such, they shall maintain such personal contact with the project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the architect or engineer or their qualified representative to observe the construction. The geotechnical engineer is included in this required duty for scope related to geotechnical engineering.
- For the architect or engineer delegated responsibility for observation of in-plant construction of permanent modular or relocatable buildings, the term “personal contact” shall mean periodic visits to manufacturing plants of reasonable frequency to provide general observation and verify quality assurance of construction practices, and project-specific knowledge obtained from the reporting of inspectors and special inspectors on the progress of the work, testing of materials, inspection, and superintendence of the work in accordance with the DSA-approved construction documents. Reports may include photos and digital images. The exercise of reasonable diligence to obtain the facts is required.
- Submit an Architect/Engineer Verified Report (form DSA 6-AE or, when applicable, sign the DSA 152-IPI for construction observation of permanent modular or relocatable buildings; see *Section 1.7* for additional information) as prescribed in *Section 4*.

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The reports are required to be submitted upon any of the following events occurring:

- The project is substantially complete. DSA considers the project to be complete when the construction is sufficiently complete in accordance with the DSA-approved construction documents so that the owner can occupy or utilize the project.
- Work on the project is suspended for a period of more than one month.
- The services of the architect or engineer are terminated for any reason prior to completion of the project.
- DSA requests a verified report (see interim verified reports below; this is a “DSA request”).
- The Design Professional in General Responsible Charge shall submit an Interim Architect/Engineer Verified Report (form DSA 6-AE), signed by all architects and engineers having delegated responsibility for construction observation as prescribed in *Section 4*. Such a report is required for each of the sections of the form DSA 152 applicable to the areas of delegated responsibility, prior to the project inspector signing that section off on the project inspection card. (Interim verified reports are not required for the DSA 152-IPI; see *Section 1.7* for verified report requirements). The sections are:
  1. Initial Site Work and Foundation Prep.
  2. Vertical and Horizontal Framing.
  3. Appurtenances.
  4. Finish Site Work and Other Work.

### **1.14 Duties of contractor related to the use of forms DSA 152 and DSA 152-IPI are as follows:**

- The contractor shall carefully study the DSA-approved documents and shall plan a schedule of operations well ahead of time.
- If at any time it is discovered that work is being done which is not in accordance with the DSA-approved construction documents, the contractor shall correct the work immediately.
- Verify that DSA 152 and, when applicable, DSA 152-IPI forms were issued for the project prior to the commencement of construction.
- Meet with the design team, the Laboratory of Record and the project inspector to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Notify the project inspector and, when applicable, in-plant inspector, in writing, of the commencement of construction of each and every aspect of the work at least 48 hours in advance by submitting Commencement/Completion of Work Notification (form DSA 156), or other agreed-upon written documents, to the project inspector.
- Notify the project inspector and, when applicable, the in-plant inspector, of the completion of construction of each and every aspect of the work by submitting form DSA 156 (or other agreed-upon written documents) to the project inspector.
- Consider the relationship of the signed-off blocks and sections of the form DSA 152 and the commencement of subsequent work. Until the project inspector has signed



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off applicable blocks and sections of the form DSA 152, the contractor may be prohibited from proceeding with subsequent construction activities that cover up the unapproved work. Any subsequent construction activities that cover up the unapproved work will be subject to a "Stop Work Order" from DSA or the school district (see IR A-13 for additional information), and are subject to removal and remediation if found to be in noncompliance with the DSA-approved construction documents.

- Submit the final verified report. All prime contractors are required to submit final Contractor Verified Reports (form DSA 6-C) as prescribed in *Section 4*.

The reports are required to be submitted upon any of the following events occurring:

- The project is substantially complete. DSA considers the project to be complete when the construction is sufficiently complete in accordance with the DSA-approved construction documents so that the owner can occupy or utilize the project.
- Work on the project is suspended for a period of more than one month.
- The services of the contractor are terminated for any reason prior to the completion of the project.
- DSA requests a verified report.

### **1.15 Duties of the school district related to the use of forms DSA 152 and DSA 152-IPI are as follows:**

- Provide for competent, adequate and continuous construction inspections and material testing for the project by employing an appropriate DSA certified and approved project inspector, in-plant inspector (when applicable), and Laboratory of Record.
- Contractually provide for and ensure that the design team is fulfilling their code required duty to observe the construction by making periodic visits of reasonable frequency. All architects and engineers having responsibility for observation of the work as listed on the Application for Approval of Plans and Specifications (form DSA 1 and, when applicable, DSA 1-MR), shall maintain such personal contact with the project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the architects and engineers or their qualified representatives to observe the construction. For permanent modular or relocatable buildings, the architect or engineer delegated responsibility for observation of in-plant construction, personal contact shall mean visits to manufacturing plants of sufficient frequency to provide quality assurance of construction and in-plant structural/material and fire/life safety testing and inspection in accordance with the DSA-approved construction documents.
- Ensure that the project inspector and independently contracting special inspector(s) (i.e., not employed by the Laboratory of Record) are approved by DSA for the project by submitting form DSA 5-PI (DSA 5-AI for assistant inspectors; DSA 5-IPI for in-plant inspectors) and DSA 5-SI to and obtaining approval from DSA prior to the start of construction and prior to requesting issuance of project inspection cards (DSA 152 and, when applicable, DSA 152-IPI forms).
- Ensure the Laboratory of Record is DSA-accepted and employed by the school district prior to the start of construction and prior to requesting issuance of project inspection cards (DSA 152 and, when applicable, DSA 152-IPI forms).

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- Ensure that the Project Inspection Cards (DSA 152 and, when applicable, DSA 152-IPI forms) are issued prior to commencement of construction.
- Submit Statement of Final Actual Project Cost (form DSA 168) to DSA when the project is substantially complete.

### 1.16 Duties of DSA related to the use of forms DSA 152 and DSA 152-IPI are as follows:

- Evaluate the submitted form DSA 5-PI, DSA 5-IPI (when applicable), DSA 5-AI, and/or DSA 5-SI (when applicable) to determine if the proposed project inspector and, when applicable, the in-plant inspector are qualified for the project.
- Upon determining the proposed project inspector and, when applicable, in-plant inspector and/or special inspector is qualified for the project, approve and return the form DSA 5-PI, DSA 5-IPI (when applicable), DSA 5-AI, and/or DSA 5-SI (when applicable) within five working days of receipt.
- Upon receipt of a completed form DSA 102-IC and approval of the DSA 5-PI and DSA 5-IPI (when applicable), determine the necessary quantities of Project Inspection Cards (DSA 152 and DSA 152-IPI forms), assign the Project Inspection Card numbers and issue the cards within five working days.
- Upload forms DSA 5-PI, DSA 5-IPI (when applicable), DSA 5-AI, and/or DSA 5-SI (when applicable), DSA 102-IC, DSA 152 and DSA 152-IPI to DSAbbox.
- Hold all involved parties accountable for compliance with their required duties.
- Supervise and review the performance of the project inspector (includes review of the project inspector's job file and use of form DSA 119 and, at project completion, use of form DSA 180).
- Make site visits as necessary. Record pertinent items to document the site visit and communicate to the project inspector, in-plant inspector, design professionals, special inspectors, Laboratory of Record, and school district using form DSA 135.
- Issue Orders to Comply or Stop Work Orders, in compliance with DSA IR A-13, if required, and as appropriate to achieve compliance with the DSA-approved construction documents and applicable codes (this includes DSA procedure PR 13-01 since the procedure implements the relevant sections of the CCR, Title 24, Part 1).

### 1.17 Use of form DSA 152 for parts of the construction that require multiple

**increments:** Some construction requires incremental work to make a complete system. An example is a large foundation system that may be placed incrementally over a period of time. In this example, framing may be starting in one area (where the foundation is in place) while foundation work is still occurring in another area of the same building. The expectation of DSA for these occurrences is:

- The Project Inspection Card applicable blocks and sections are signed off by the project inspector at the completion of the system, not during the construction of the increments.
- Until the system is complete, the project inspector, architect/engineers and contractors mutually agree on a system to keep track of compliant construction. One such system (using the above example) may be that a copy of the foundation plan is marked up showing areas of compliance. The applicable blocks and sections of the inspection card are then signed off once all areas of the foundation are complete, are determined to be in compliance with the DSA-approved construction documents, the

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required structural/material and fire/life safety testing and inspections are complete, and the required documentation has been received by the project inspector.

- 1.18 Executive Summary of Form DSA 152:** See Appendix A for a summary of typical construction components and systems that are associated with each section/block of the inspection card. While the listing is not comprehensive, it provides a good foundation for understanding and consistency.

**2. REQUIREMENTS FOR THE USE OF FORMS DSA 151, DSA 154, DSA 155, AND**

**DSA 6-PI: Note:** For in-plant construction, the in-plant inspector shall follow the requirements described below for project inspectors.

**2.1 Requirements for use of form DSA 151: Project Inspector Notifications:**

- The project inspector must make certain notifications to DSA. These include start of work, minimum 48 hours' notice prior to completion of foundation trenches, minimum 48 hours' notice prior to first concrete placement or significant concrete placement, and when work is suspended for more than one month.
- If there is an incorrect number or missing DSA 152 or DSA 152-IPI cards, the project inspector shall notify DSA using the form DSA 151.
- The report shall be made on form DSA 151 and submitted to DSA. Lack of compliance may be cause for DSA to record this noncompliance on the form DSA 119.
- A copy of each notification shall be kept in the project inspector's job file.

**2.2 Requirements for use of form DSA 154: Notice of Deviations/Resolution of Deviations:**

- When the project inspector identifies deviations from the DSA-approved construction documents the inspector must verbally notify the contractor. If the deviations are not corrected within a reasonable time frame or the contractor has covered up non-inspected or noncompliant work, the inspector is required to promptly issue a written notice of deviation to the contractor, with a copy sent to the design professional in general responsible charge and DSA.
- When the noticed deviations are corrected, the inspector is required to promptly issue a written notice of resolution to the contractor, with a copy sent to the design professional in general responsible charge and DSA.
- Deviations include both construction deviations and material deficiencies.
- The written notice of deviations shall be made using form DSA 154 and submitted to DSA (do not sign Section 3 of the form for deviation notifications). Lack of compliance may cause DSA to record this noncompliance on the form DSA 119.
- The notice of resolution of deviations shall be made using the original form DSA 154 that reported the deviations and be submitted to DSA (complete and sign Section 3 of the form for resolution of deviations). Lack of compliance may be cause for DSA to record this noncompliance on the form DSA 119.
- A copy of each notice shall be kept in the project inspector's job file.

**2.3 Requirements for use of form DSA 155: Project Inspector Semi-Monthly Report:**

- The project inspector must make semi-monthly reports (on the 1st and 16th of every month) on the progress of construction. The Project Inspector Semi-Monthly Report must be submitted to the design professional in general responsible charge, project

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structural engineer, DSA, and the school district.

- The report must be made on form DSA 155 and submitted to DSA. Lack of compliance may cause DSA to record this noncompliance on the form DSA 119.
- A copy of each report shall be kept in the project inspector's job file.

#### **2.4 Requirements for use of Project Inspector Verified Report (form DSA 6-PI; form DSA 152-IPI for in-plant inspectors):**

- The project inspector shall submit Project Inspector Verified Report (form DSA 6-PI; form DSA 152-IPI) directly to DSA, the design professional in general responsible charge and the school district upon any of the following events occurring:
  - Work on the project is suspended for a period of more than one month.
  - The services of the inspector are terminated for any reason prior to completion of the project and such termination is not a result of work stoppage.
  - At the time of occupancy of any building, or portion of a building, involved in the project prior to completion of the entire DSA-approved scope of work. This reporting requirement applies to buildings that are newly constructed or rehabilitated as part of the project. A sketch drawing or written description shall be submitted to DSA, along with the DSA 6-PI, in order to identify the building(s) or portion thereof where occupancy has occurred.
  - The project is substantially complete. DSA considers the project to be complete when the construction is sufficiently complete, in accordance with the DSA-approved construction documents, so that the owner can occupy or utilize the project as determined by the project owner and design professional in general responsible charge.
  - DSA requests a verified report. The Project Inspection Card, form DSA 152; DSA 152-IPI, is considered a project inspector's verified report *as requested by DSA* and as such the applicable blocks and sections shall be kept updated as construction progresses.

**Note:** Each project may require filing of multiple reports. For example, the code requires filing a verified report for buildings that become occupied prior to completion of the entire scope. The same project will also require a final verified report upon completion of the entire project scope.

- The verified reports shall be made using forms DSA 6-PI and DSA 152 / DSA 152-IPI as appropriate, and submitted to DSA. Lack of compliance may cause DSA to record this noncompliance on the form DSA 119.
- A copy of each verified report shall be kept in the project inspector's job file.

#### **3. REQUIREMENTS FOR PROJECT INSPECTOR JOB FILE:** Refer to *IR A-8: Project Inspector and Assistant Inspector Duties and Performance* for a thorough discussion about requirements for the project inspector's job file.

**Note:** The in-plant inspector shall also follow the requirements described in IR A-8 for the project inspector's job file and substitute DSA 152-IPI for DSA 152.)

#### **4. ELECTRONIC SUBMITTAL OF DOCUMENTS TO DSA:** Wherever in this procedure it indicates to submit a document to DSA, the document shall be submitted using the method indicated below.

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- 4.1 Submittal of all forms DSA 5 and DSA 102-IC:** These two forms shall be sent by email to the DSA Regional Office with the construction oversight authority for the project.

Email addresses for submittals are:

- DSA Oakland: [oakfielddocs@dgs.ca.gov](mailto:oakfielddocs@dgs.ca.gov)
- DSA Sacramento: [sacfielddocs@dgs.ca.gov](mailto:sacfielddocs@dgs.ca.gov)
- DSA Los Angeles: [lafielddocs@dgs.ca.gov](mailto:lafielddocs@dgs.ca.gov)
- DSA San Diego: [sdfielddocs@dgs.ca.gov](mailto:sdfielddocs@dgs.ca.gov)

- 4.2 Submittal of all other forms and documents:** Submittals shall be uploaded to DSAbbox. For DSAbbox instructions see [DSAbbox External Library](#). All documents submitted to DSAbbox shall be in PDF format. The naming convention specified in *Section 1.4* of the DSAbbox External Users Training Module shall be used when uploading documents to DSAbbox. Any document(s) incorrectly uploaded or named will be deleted and a notification with a deadline for the corrected submittal will be sent to the appropriate responsible individual(s). If the corrected document(s) is not uploaded by the notification specified deadline, it may result in an uncertified project and identification of the responsible individual(s) and missing document(s) noted on the DSA 301-P posted for public viewing in [DSA Certification Box](#).

**Note:** Once a DSA 301-P is issued, there will no longer be access to upload documents to DSAbbox; instead, documents must be uploaded to DSA Certification Box (see DSA Procedure *PR 13-02: Project Certification Process* for additional information).

- 4.2.1 Documents required to be uploaded to DSAbbox by the Project Inspector include:** **Note:** The in-plant inspector for permanent modular or relocatable buildings will submit the same documents described below but replace DSA 152 with DSA 152-IPI.

- DSA 6-PI
- DSA 130
- DSA 151
- DSA 152
- DSA 152-IPI
- DSA 154
- DSA 155
- DSA 156

- 4.2.2 Documents required to be uploaded to DSAbbox by the Laboratory include:**

- DSA 291
- DSA 293
- DSA 109
- Test and inspection reports (Nonconforming and, when requested by DSA, conforming per Section 1.9 of this Procedure).

- 4.2.3 Documents required to be uploaded to DSAbbox by the Architect/Engineer in General Responsible Charge include:**

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- DSA 6-AE
- DSA-103
- *DSA 140: Application for Approval of Construction Change Document – CCD Category A/B.*

### 4.2.4 Documents required to be uploaded to DSABox by Contractors include:

- DSA 6-C

### 4.2.5 Documents required to be uploaded to DSABox by the School District/Owner include:

- DSA 108
- DSA 168

### 4.2.5.1 Documents required to be uploaded to DSABox by Special Inspectors not in the employ of the Laboratory of Record include:

- DSA 292.
- Special Inspector test and inspection reports (Nonconforming).

### 4.2.5.2 Documents required to be uploaded to DSABox by Geotechnical Engineers not in the employ of the Laboratory of Record include:

- DSA 293
- Special Inspector test and inspection reports (Nonconforming).

## 5. APPLICABILITY OF PROCEDURE PR 13-01:

### 5.1 Projects with Construction Started on or after June 1, 2013: This procedure is applicable and must be implemented at the start of construction.

### 5.2 Projects with Construction Started before June 1, 2013, but not complete:

In order to allow for transition, the following portions of this procedure shall be implemented as noted below. Required reporting and submittal of documents shall continue to be done in the manner currently employed on the project:

#### 5.2.1 Form DSA 151: Project Inspector Notifications:

The project inspector shall comply with the requirements of this procedure for all notifications to DSA for affected work starting after July 1, 2013.

#### 5.2.2 Form DSA 154: Notice of Deviations/Resolution of Deviations:

The project inspector shall comply with the requirements of this procedure for all deviations occurring after July 1, 2013, and for all unresolved project deviations.

#### 5.2.3 Form DSA 155: Project Inspector Semi-Monthly Report:

The project inspector shall comply with the requirements of this procedure for all semi-monthly reports issued after July 1, 2013.

#### 5.2.4 Form DSA 6-PI: Project Inspector Verified Report:

The project inspector shall comply with the requirements of this procedure effective June 1, 2013.

#### 5.2.5 Project Inspector Job File:

The project inspector's job file shall comply with the requirements of IR A-8.

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## **CONSTRUCTION OVERSIGHT PROCESS**

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A DSA Procedure documents a process or series of steps that DSA staff and/or external stakeholders must complete in order to fulfill one or more administrative requirements of DSA's review and approval of plans and specifications and construction oversight programs.

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**CONSTRUCTION OVERSIGHT PROCESS**
**APPENDIX**

**Executive Summary of DSA 152 Project Inspection Card:** The following provides a summary of typical construction components and systems that are associated with each section/block in the inspection card. While the listing is not comprehensive, it provides a good foundation for understanding and consistency. Refer to the *DSA 152 Manual* for additional detailed inspection and documentation requirements.

**SECTION 1 – INITIAL SITE WORK AND FOUNDATION PREP:****Block 1 – Mass Grading**

- Rough Grading of Overall Site
- Cuts/Fills
- Soil Remediation
- Soil Stabilization
- Soil Nails, Tie Backs, Rock/Soil Anchors
- Horizontal/Vertical Controls

**Block 2 – Building Pad**

- Soil Preparation Specific to Support of Structures
- Building Pad
- Soil Remediation
- Soil Densification
- Stone Columns

**Block 3 – Drainage Devices**

- Storm Water Collection/Distribution systems
- On-Site Retention Systems
- Foundation Drain systems
- Retaining Wall Drain Systems

**Block 4 – Utilities (Rough-in)**

- FLS Utilities/Systems
- MEP Utilities/Systems
- MEP Vaults
- Thrust Blocks

**Block 5 – Excavations**

- Foundation Systems
- Driven Piles

**Block 6 – Forms**

- Formwork
- FLS Systems
- MEP Systems
- Waterproofing/Vapor Barriers

**Block 7 – Steel Reinforcing**

- Reinforcing (bars, tendons, etc.)
- Embeds

**SECTION 2 - VERTICAL AND HORIZONTAL FRAMING:****Block 8 – Foundation Concrete**

- Verify Foundation Is Compliant (concrete 28 day strength, etc.)

**Blocks 9 - 12 – Concrete, Masonry,****Wood, Steel**

- Walls
- Columns
- Frames

**Blocks 13-15 – Concrete, Wood, Steel**

- Floors
- Roofs



## CONSTRUCTION OVERSIGHT PROCESS

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### SECTION 3 – APPURTENANCES:

#### Block 16 – Ceilings

- Ceilings
- Soffits
- Suspended Baffles

#### Block 18 – Rated Assemblies

- Walls
- Shafts
- Floors
- Roofs
- Ceilings
- Doors
- Fire Doors
- Windows
- Penetrations
- Dampers
- Fire-Proofing

#### Block 20 – Automatic Fire Suppression Systems

- Sprinklers
- Chemical
- Deluge
- Water Curtains
- Extinguishers
- Support/Bracing/Anchorage of AFSS

#### Block 22 – MEP (FLS)

- MEP Fire Suppression Systems (smoke and fire dampers)
- Kitchen Hoods
- Laboratory Hoods
- Dust Collection Systems
- Smoke Control Systems

#### Block 17 – Exterior Cladding

- Storefront/Window Walls
- Veneer
- Precast Concrete Panels
- Wall Finishes (stucco/plaster/wood/aluminum/etc.)
- Manufactured Systems (EFIS, GRFC, etc.)

#### Block 19 – Fire Alarms:

- Fire/Smoke Alarm System (includes support, anchorage, bracing, etc.)

#### Block 21 – MEP (Structural)

Support/Bracing/Anchorage for:

- MEP
- Equipment
- HVAC System
- Ducts
- Electrical
- Pendant Lights
- Transformers
- Switch Gears
- IDF/MDF/etc.
- Pipes
- Tanks

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## CONSTRUCTION OVERSIGHT PROCESS

### SECTION 4 – FINISH SITE WORK AND OTHER WORK:

#### Block 23 – Fine Grading

- Finish Grades
- Grading for Accessible POT System
- Grading for Run-off (drainage)

#### Block 24 – Flatwork

Accessible Path of Travel Systems such as:

- Stairs
- Ramps
- Walks
- Gates

#### Block 25 – Parking

- Drop-off
- Accessible parking
- Striping
- Signage
- Truncated Domes

#### Block 26 – Fire Lane

- Fire Lane

#### Block 27 – Other Work Structural

Support/Bracing/Anchorage for:

- Theater Systems (stage rigging, catwalks, speaker, lighting, curtains, etc.)
- Non-bearing partitions
- Operable partitions
- Casework
- Stairs
- Elevators
- Weather Protection

#### Block 28 – Other Work Fire Life Safety

- Egress Components
- Doors
- Gates
- Emergency Lighting
- Building Signage
- Site Signage
- Elevators
- Hazardous Materials

#### Block 29 – Other Work Accessibility

- Building Signage
- Site Signage
- Drinking Fountains
- Accessible POT Systems
- Stairs
- Ramps
- Walks
- Doors
- Gates
- Elevator
- Specialty Areas (restrooms, kitchens, casework, etc.)

**EXHIBIT G**  
**DSA FORM IR-A6**

## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

<b>Disciplines:</b> All	<b>History:</b>	Revised 11/27/18	Revised 11/21/12	Revised 11/15/06
		Revised 12/16/16	Revised in its entirety 11/01/12	Issued 09/01/99
		Revised 07/08/14	Revised 11/16/09	
		Revised 02/14/14	Revised 09/18/07	

Division of the State Architect (DSA) documents referenced within this publication are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

**PURPOSE:** This Interpretation of Regulation (IR) provides clarification of specific Code requirements relating to construction changes that must be submitted to DSA and defines the construction change document process.

**DEFINITIONS:** The following definitions apply to terms used in this document:

**Approved Construction Documents** – The Structural, Access or Fire & Life Safety related portions of the plans, specifications, addenda, deferred approvals, revisions, and construction change documents duly approved by DSA.

**Change** – Revisions, deletions, additions, and substitutions to approved construction documents.

**Change Order** – A document defining construction changes that result in changes to the contract.

**Clarification** – A statement from the architect or engineer in general responsible charge of the project that clarifies (but does not change) the requirements of the approved construction documents.

**Contract** – A written agreement for construction, alteration, repair or other construction activities associated with facilities regulated by DSA.

**Construction Change** – Changes to the approved construction documents after a contract for the work has been awarded.

**Construction Change Document (CCD)** – The documentation of construction changes.

**Design Professional in General Responsible Charge** – The architect or engineer in general responsible charge of the project as listed on Line 23 of form *DSA 1: Application for Approval of Plans and Specifications*.

**Drawing** – An illustration on paper or electronic medium.

**Field Change Document (FCD)** – A document defining construction changes but, unlike change orders, does not require approval of the school board nor an accounting of construction cost changes.

**Interpretation** – A statement from the architect or engineer in general responsible charge of the project that interprets (but does not change) the requirements of the approved construction documents.

**Responsible Design Professional** – The architect or engineer in general responsible charge of the project, as listed on Line 23 of form DSA 1, or architects or engineers with delegated responsibility for portions of the project as listed on Line 24a-24d or 25 of form DSA 1.

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**CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS**

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**1. SUBMITTAL REQUIREMENTS FOR CONSTRUCTION CHANGES:** After a contract for the work has been let, changes to the approved construction documents shall be made by means of a CCD.

It is the responsibility of the design professional in general responsible charge to determine if changes affect the Structural, Access or Fire & Life Safety portions of the project. (See Section 4 below about the statement on the verified report.)

The design professional in general responsible charge shall prepare the CCD and is responsible for code and process compliance.

The following define requirements for submittal of a CCD to DSA.

**1.1 Changes to or affecting the Structural, Access Compliance or Fire & Life Safety portions of the project:**

- These changes shall be classified as **CCD Category A**.
- A CCD Category A is required to be submitted to and approved by DSA prior to commencement of the affected work.
- A CCD Category A must be submitted to DSA using form *DSA 140: Application for Approval of Construction Change Document - CCD Category A/B* depicted in Appendix A of this IR and available on the DSA forms page. Submittal process requirements are defined in Section 2 of this IR and must be followed.

**1.2 Changes NOT affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project:**

- These changes shall be classified as **CCD Category B**.
- CCD Category B are not required to be submitted to DSA unless specifically required, in writing, by DSA. However, a design professional, at their discretion, may choose to submit a CCD Category B. (Refer to Section 3 for fees charged.)
- If DSA requires any CCD Category B to be submitted, then they shall be submitted to DSA, similar to CCD A, using form DSA 140.
- If DSA requires a CCD Category B to be submitted, then DSA will review for concurrence that it does not contain changes to or affect the Structural, Access or Fire & Life Safety portions of the project. If necessary, and at its sole discretion, DSA will reassign the CCD to Category A.
- If DSA concurs the document is a category B document, an approval stamp will be applied to the document.

**1.3 Change Orders:** Change Orders are not required to be submitted to DSA. The CCD process replaces the need to submit Change Orders (except as noted in Section 7).

Changes to the construction cost are reported to DSA using *form DSA 168: Statement of Final Actual Project Cost* at the conclusion of the project.

**2. SUBMITTAL PROCESS:** Submittal of CCDs must conform to the following requirements:

- 2.1** Must be submitted by the design professional in general responsible charge.
- 2.2** Must be submitted to DSA using form DSA 140.
- 2.3** Each CCD submittal must use a separate DSA CCD form.
- 2.4** The DSA CCD form must be filled out completely, including identification of the CCD

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**CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS**

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Category A or B, leaving no fields blank. For Category B CCDs, indicate whether the submission is voluntary or DSA required. When DSA provides written direction compelling submission of a CCD Category B, attach a copy of the DSA written notification compelling submission.

**2.5** Each CCD must be uniquely numbered. The numbering may be numeric or alpha-numeric.

- If the submitted CCD is returned by DSA not approved, the CCD number used in the original submittal must remain the same for any subsequent re-submittals.
- If a submitted CCD Category B is returned by DSA not approved, the CCD number used in the original submittal must remain the same when re-submitting as a CCD Category A.

**2.6** Proposed changes must be described clearly and completely.

**2.8** All drawings, and, when applicable, the first page or index of specifications and calculations associated with the proposed change must be stamped, signed, and indicate date of signing by the responsible design professional as an attachment to form DSA 140.

**2.9** Reference to the specific portions of the drawings or specifications that are being changed must be included.

**2.10** Changes to any testing or inspection requirements associated with the proposed change must be clearly described with a revised form DSA 103: List of Structural Tests and Special Inspections.

**2.11** Each page in the CCD, including the pages in each attachment, shall be clearly and uniquely numbered. All drawings attached to describe the changes shall be clearly numbered, labeled, and referenced.

**2.12** When drawings containing DSA approval stamps are revised and reissued as part of the CCD, all of the following requirements must be met:

- Images of all DSA approval stamps must be removed from the drawing (or crossed out) prior to making any changes to the drawings.
- Each change shall be clouded and identified on the drawing.
- All drawings must be re-stamped and re-signed by the responsible design professional. The date of signing shall be provided.

**2.13 CCD Submittal to DSA**

**2.13.A Projects submitted to DSA prior to October 1, 2018:** DSA Box or Bluebeam studio may be utilized for CCD submittals as directed by the DSA Regional Office. If [DSABox](#) is utilized for CCD submittals, each CCD shall be submitted as a single document and include form DSA 140 as the first page. In some cases, large size drawings associated with CCDs may need to be submitted as a hard copy to the appropriate DSA regional office. The design professional should contact the DSA regional office to determine file size limitations and submittal guidelines, and review DSABox instructions in the [DSABox External Library, Module 2.13](#). If Bluebeam studio is utilized for CCD submittals, see *DSA PR18-04: Electronic Plan Review for Design Professionals of Record* for submittal procedures.

**2.13.B Projects submitted to DSA on or after October 1, 2018:** Bluebeam Studio will be utilized for CCD submittals. See DSA PR18-04 for submittal procedures

**CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS****3. REVIEW AND APPROVAL/CONCURRENCE BY DSA:**

- DSA will charge fees in accordance with IR A-30 for all Category A CCDs submitted to DSA for approval. Category B CCDs voluntarily submitted by the design professional to DSA will be charged fees for review and concurrence. Category B CCDs required by a DSA representative to be submitted will not cause charged fees if DSA concurs the CCD is Category B.

**3.1 CCD Category A:**

- DSA reviews CCD Category A for minimum compliance with the codes regulating the Structural, Access and Fire & Life Safety portions of the project.
- If not approved by DSA, then the CCD is returned to the design professional in general responsible charge for corrections. DSA will return the document for corrections with a form DSA 140 attached indicating the status of the review and update eTracker accordingly. After corrections are made then the CCD is re-submitted (must include the DSA comments and a copy of the form DSA 140 from the previous unapproved submittal) following the submittal process outlined in Section 2 of this IR
- If approved by DSA, then DSA places the approved CCD in DSAbbox as described in DSAbbox External Library, Module 2.13 (see Section 4 for requirements for distribution by the design professional in general responsible charge).

**3.2 CCD Category B:**

- DSA reviews CCD Category B to provide concurrence that the changes do not affect the Structural, Access or Fire & Life Safety portions of the project.
- DSA approval of CCD Category B is not approval for code compliance, but is concurrence that the documents do not change the Structural, Access and/or Fire & Life Safety portions of the project.
- If not approved by DSA, then the CCD is returned to the design professional in general responsible charge for corrections. After corrections are made, then the CCD is re-submitted using CCD Category A form DSA 140 (must include the DSA comments and a copy of the form DSA 140 from the previous unapproved submittal) following the submittal process outlined in Section 2 of this IR. The remaining review process will follow that for CCD Category A described in Section 3.1 of this IR.
- If approved by DSA, then DSA places the approved CCD in DSAbbox as described in DSAbbox External Library, Module 2.13 (see Section 4 for requirements for distribution by the design professional in general responsible charge).

**4. DUTIES OF DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE**

**4.1 Distribution of CCD Category A Documents:** The design professional in general responsible charge shall provide the contractor and project inspector with DSA approved CCD Category A prior to commencement of work shown thereon.

**4.2 CCD Category A Statement in Final Verified Report:** The final verified report (form DSA 6-AE) from the design professional in general responsible charge must include a statement that all changes to or affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project have been approved by DSA. The intent for all projects is that this final verified report be dated after the approval of those CCDs.

**CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS**

**5. DUTIES OF THE PROJECT INSPECTOR WITH RESPECT TO CCDs:** The project inspector shall follow the CCD Category A record-keeping and monitoring requirements, issuing deviation notices when appropriate, as specified in IR A-8: Project Inspector and Assistant Inspector Duties and Performance.

**6. MONITORING OF CHANGES BY DSA:** If DSA determines that changes to the plans or specifications appear to require DSA approval (changes affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project), DSA shall notify the design professional in responsible charge and require the changes to be submitted for review and approval by DSA or require evidence the changes are CCD Category B.

**7. TRANSITION:** The following provides direction for submittal of construction change documents (Change Orders, (Field Change Document) FCDs or CCDs) for projects in various stages of completion of construction. All projects for which construction commences on or after January 2, 2013 are required to use the CCD process described in this IR.

**7.1 Projects for which, prior to November 1, 2012, construction is essentially complete, having been issued a DSA 90-day letter or “closed uncertified” by DSA:** Projects in this category may have an issue of “unresolved change orders” or “unresolved FCDs.” The status of these could be:

- Change orders or FCDs have been submitted to DSA and are pending review or unapproved.
- Change orders or FCDs have not been submitted to DSA.

To resolve this issue, use the following options:

**Change Orders:**

**Option #1:** Submit/resubmit the change orders and obtain DSA approval. The cost information in the change order need not be included.

**Option #2:** If any or all of the “unresolved change orders” are changes that do not affect the Structural Safety, Access Compliance, or Fire & Life Safety components or portions of the project, then, in lieu of the change orders, form DSA 310: Alternate Certification Statement of Content for Change Orders, Addenda and Revisions may be submitted. The specific change orders must be listed, by number, on the form.

**FCDs:**

**Option #1:** If the FCD has been previously submitted to DSA, then resubmit the FCD and obtain DSA approval.

**Option #2:** For changes that affect the Structural Safety, Access Compliance, or Fire & Life Safety portions of the project, but have not resulted in a change order, and have not been previously submitted as an FCD, then submit as a CCD Type A.

**7.2 Projects for which construction commenced prior to January 2, 2013 and do not fall into the category defined in Section 7.1:**

- For change orders or FCDs that have been submitted to DSA, see options listed in section 7.1.
- From November 1, 2012 to January 1, 2013: If previously unsubmitted change orders or FCDs are submitted, DSA staff will assign them as CCD Category A, assign the change order/FCD number as the CCD number, and process them accordingly.



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## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

- On or after January 2, 2013: the CCD process must be followed for all new, previously unsubmitted construction changes. If previously unsubmitted change orders or FCDs are submitted, DSA staff will return them as rejected, not approved and require them to be resubmitted as CCD.

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### REFERENCES:

California Code of Regulations (CCR) Title 24  
Part1: California Administrative Code, Sections 4-215, 4-233, 4-338 and 4-341  
California Health and Safety Code, Sections 16011, 16013 and 16015  
California Education Code, Sections 17280 and 81130

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This IR is intended for use by DSA staff and by design professionals to promote statewide consistency for review and approval of plans and specifications as well as construction oversight of projects within the jurisdiction of DSA, which includes State of California public schools (K–12), community colleges and state-owned or state-leased essential services buildings. This IR indicates an acceptable method for achieving compliance with applicable codes and regulations, although other methods proposed by design professionals may be considered by DSA.

This IR is subject to revision at any time. Please check DSA's website for currently effective IRs. Only IRs listed on the webpage at [www.dgs.ca.gov/dsa/publications](http://www.dgs.ca.gov/dsa/publications) at the time of project application submittal to DSA are considered applicable.

## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

## Appendix A - Sample CCD Category A



140

## APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT – CCD CATEGORY A/B

This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: <u>Amazing Unified School District</u>	DSA File #: <u>37</u>	-
Project Name/School: <u>Best School</u>	DSA App. #: <u>04</u>	- <u>119119</u>

## APPLICANT

CCD Cat. <input checked="" type="checkbox"/> A / <input type="checkbox"/> B, #: <u>04</u>	Date Submitted: <u>5-5-16</u>	Attached Pages?: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes ( <u>2</u> pages)
For CCD Cat. B, this is a <input type="checkbox"/> voluntary submittal, <input type="checkbox"/> DSA required submittal (attach DSA notification requiring submission).		
Firm Name: <u>ABC Architects</u>	Contact Name: <u>Pat Smith</u>	
Email: <u>Pat@abc.com</u>	Phone Number: <u>(888)555-1111</u>	
Address: <u>1444 Arch Drive</u>		
City: <u>San Diego</u>	State: <u>CA</u>	Zip: <u>92127</u>
<input type="checkbox"/> A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		
<input checked="" type="checkbox"/> For project currently under construction		
<input type="checkbox"/> To obtain DSA approval of existing uncertified building(s).		

## DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

Name of Design Professional in General Responsible Charge: <u>Robin Hanks</u>	
Professional License #: <u>C72475</u>	Discipline: <u>Architect</u>
Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.	
Signature: <u>R. Hanks</u> DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE	

**CHECK THIS BOX:** ☒ To confirm that all CCD drawings and, when applicable, first sheet or index of calculations and specifications have been stamped and signed by the Responsible Design Professional listed on DSA 1 for this project.

Brief description of construction change (attach additional sheets if needed):

Change bolts to lags on detail 7/S5.

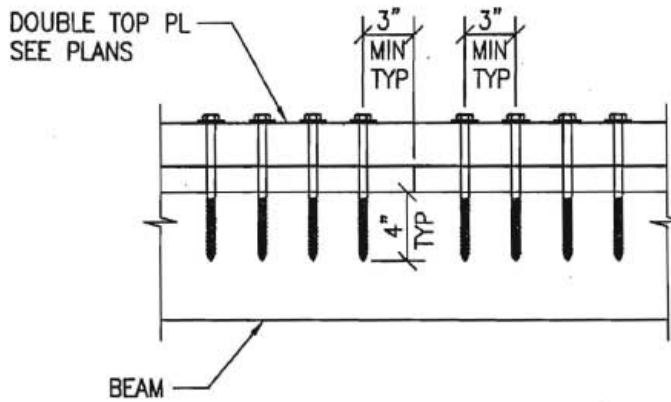
List of DSA approved drawings affected by this CCD: Sheet S5, detail 7.

DSA USE ONLY		DSA Stamp
SSS _____ Date _____ Approved / Disapproved / Not Req'd	For business office use only Date Sent _____ Return By _____ Delivery Method _____	
FLS _____ Date _____ Approved / Disapproved / Not Req'd		
ACS _____ Date _____ Approved / Disapproved / Not Req'd		
Remarks _____		

## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

## Appendix A - Sample CCD Category A (continued)

CCD 5 ATT # 1 OF 2



SCHEDULE	
TYPE	SCREWS
TYPE A	16-5/8"Ø LAG
TYPE B	24-5/8"Ø LAG

**NOTE:**

1. LOCATE SCREWS AT CENTER LINE OF TOP PLATE.
2. SPLIT TOTAL NUMBER OF SCREWS EACH SIDE OF SPLICE.
3. FOR INFO NOT SHOWN SEE 7  
S-5

ALTERNATE TO DETAIL 7  
S-5 CL-1

SHEET # 1 OF 1

REGISTERED PROFESSIONAL ENGINEER  
 NO. 13457  
 IN  
 STRUCTURAL  
 STATE OF CALIFORNIA

Project Name:	BEST SCHOOL
DSA Application #:	04-11919X
CCD Number:	05
Date:	5/5/15

## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

## Appendix A - Sample CCD Category A (continued)

PROJECT: NEW SCHOOL  
 DSA #: 04-119119X  
 CCD #: 05  
 DATE: 5/5/15

CCD 5 SHT #2 of 2  
 (CALC SHT #1)

CHANGE DETAIL 7/55 FROM BOLTS TO LAG

FROM 7/55  $\frac{3}{4}$ "  $\phi$  BOLTS 2X TO 4X  
 VAL = 1.2K

CHANGE TO  $\frac{5}{8}$ "  $\phi$  LAG (1 1/2" SIDE MEMBER)  
 VAL = .92K

USE 2-  $\frac{5}{8}$ "  $\phi$  LAG TO REPLACE 1-  $\frac{3}{4}$ "  $\phi$  BOLT  
 SPACE  $4d = 4 \times \frac{5}{8} = 2\frac{1}{2}$ "  $\rightarrow$  USE 3 MIN.

FROM 7/55 TWO TYPES OF SPACES.

TYPE A USES 8-  $\frac{3}{4}$ "  $\phi$  BOLTS  
 REPLACE W/ 16-  $\frac{5}{8}$ "  $\phi$  LAG.

TYPE B USES 12-  $\frac{3}{4}$ "  $\phi$  BOLTS  
 REPLACE W/ 24-  $\frac{5}{8}$ "  $\phi$  LAG.



## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

## Appendix B - Sample CCD Category B



140

## APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT - CCD CATEGORY A/B

This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: <u>Amazing Unified School District</u>	DSA File #: <u>37</u>	-
Project Name/School: <u>Best School</u>	DSA App. #: <u>04</u>	- <u>119119</u>

**APPLICANT**

CCD Cat. <input type="checkbox"/> A / <input checked="" type="checkbox"/> B, # <u>05</u>	Date Submitted: <u>5-5-16</u>	Attached Pages?: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes ( <u>1</u> pages)
For CCD Cat. B, this is a <input checked="" type="checkbox"/> voluntary submittal, <input type="checkbox"/> DSA required submittal (attach DSA notification requiring submission).		
Firm Name: <u>ABC Architects</u>	Contact Name: <u>Pat Smith</u>	
Email: <u>Pat@abc.com</u>	Phone Number: <u>(888)555-1111</u>	
Address: <u>1444 Arch Drive</u>		
City: <u>San Diego</u>	State: <u>CA</u>	Zip: <u>92127</u>
<input type="checkbox"/> A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		
<input checked="" type="checkbox"/> For project currently under construction		
<input type="checkbox"/> To obtain DSA approval of existing uncertified building(s).		

**DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE**

Name of Design Professional in General Responsible Charge: <u>Robin Hanks</u>	
Professional License #: <u>C72475</u>	Discipline: <u>Architect</u>

Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

Signature: R. Hanks  
DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

**CHECK THIS BOX:** ☒ To confirm that all CCD drawings and, when applicable, first sheet or index of calculations and specifications have been stamped and signed by the Responsible Design Professional listed on DSA 1 for this project.

Brief description of construction change (attach additional sheets if needed):

Add painted word "SCHOOL" five feet south of existing "CROSSING" sign, centered on northbound lane of Main St. on west side of school site. Use paint specified for roadway symbols.

List of DSA approved drawings affected by this CCD: Sheet AS1, detail S3.

DSA USE ONLY	DSA Stamp
SSS _____ Date _____ Approved / Disapproved / Not Req'd FLS _____ Date _____ Approved / Disapproved / Not Req'd ACS _____ Date _____ Approved / Disapproved / Not Req'd Remarks _____ _____ _____	For business office use only Date Sent _____ Return By _____ Delivery Method _____

CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

Appendix B - Sample CCD Category B (continued)

CCD 0 SHEET # 1 OF 1

19.3'

10'

SHEET # 1 OF 1

	Project Name:	BEST School
	DSA Application #:	04-119119X
	CCD Number:	06
	Date:	5/5/15

**EXHIBIT H**  
**DSA FORM 3**

## PROJECT SUBMITTAL CHECKLIST

Division of the State Architect (DSA) documents referenced within this publication are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

### GENERAL REQUIREMENT

**Projects submitted to DSA must include 100% complete Construction Documents, finalized, completely detailed, coordinated across all disciplines and ready for construction.**

### PURPOSE

The DSA 3 submittal checklist is a guide for submitting complete documents to provide for a thorough, comprehensive and efficient plan review process by DSA. It addresses Forms, Fees, Construction Documents and Supporting Documents required by plan reviewers. As outlined in procedure *PR 17-03: Project Submittal Appointment Process*, submittals that are found to be incomplete will be rejected and required to register for a new submittal date.

### INSTRUCTIONS

The DSA 3 submittal checklist is to be completed by the design professional responsible for the quality control and coordination review of the Construction Documents. All fields should be filled with either an "X" indicating required items included in the submittal or "N/A" indicating items not applicable to the scope of work.

It is recommended that the DSA 3 checklist be reviewed by the design professional at the time the project is registered to allow adequate time to verify that all applicable items have been completed and coordinated prior to submittal. Any questions related to the applicability of a listed item to the specific project scope should be clarified with DSA intake staff at the time the project is registered and progress drawings are uploaded to DSA Box.

### PART 1 – APPLICATION FORMS

ENTER X OR N/A

1. A completed form *DSA 1: Application for Approval of Plans and Specifications*. ..... ☐  
Note: Design Professionals listed must match those listed on the Title Sheet of the plans.
2. A completed form *DSA 3: Project Submittal Checklist*..... ☐
3. A completed form *DSA 1-INC: Definition of Scope Increments*. Applicable to projects requesting incremental plan review. See *IR A-11: Incremental Submittals*. ..... ☐
4. A completed form *DSA 1-DEL: Delegation of Responsibility*. Applicable to projects involving delegation of responsibilities of plans and specifications, and construction observation which are not easily described on the form *DSA 1*. ..... ☐
5. A completed form *DSA 1-MR: Application for New Manufactured Permanent Modular or Relocatable Buildings*. Applicable to projects manufacturing permanent modular or relocatable buildings. See bulletin *BU 16-01: Delegation of Authority for Modular and Relocatable Buildings – FAQs*). ..... ☐
6. A completed form *DSA 1-RUH: Request for Finding of Unreasonable Hardship*. Applicable to alteration, addition or repair projects seeking relief from full compliance with path of travel requirements. .... ☐
7. A completed form *DSA 1-AMM: Request for Alternate Design Materials and Methods of Construction*. Applicable to projects requesting approval of alternates to achieve code compliance. See procedure *PR 18-01*. .... ☐



**PROJECT SUBMITTAL CHECKLIST****PART 2 – APPLICATION FEES****ENTER X OR N/A**

## 1. Project Submittals

Structural, Fire & Life Safety and Access Compliance plan review fees as required. .... ☐

Required fees may be combined on a single check or warrant made out to “Division of the State Architect” (Note: Not all projects require review by all three disciplines. Indicate plan review services required on the *DSA 1* form). Fees are based on estimated value of construction. Use the *Plan/Field Review Fee Calculator* within Tracker to determine amount due at submittal.)

## 2. Pre-Check Submittals (PC)

a. Structural, Fire & Life Safety and Access Compliance plan review fees ..... ☐

Plan review fees are charged on an hourly basis. A \$6,000 deposit check or warrant made out to “Division of the State Architect” is due at submittal. Final fee to be calculated and invoiced based on actual plan review hours

b. CALGreen/Energy Code plan review fee ..... ☐

A separate deposit check is required for CALGreen/Energy Code plan review for PC submittals for permanent modular or relocatable buildings. See procedure *PR 07-01: Pre-Check Approval*).

- \$2,500 deposit for two or more climate zones
- \$1,500 deposit for one climate zone
- \$500 deposit for unconditioned building (e.g. restroom building)

**PART 3 – CONSTRUCTION DOCUMENTS****ENTER X OR N/A****A. GENERAL REQUIREMENTS FOR DRAWINGS AND SPECIFICATIONS**1. 100% complete Construction Drawings and Specifications, cross-referenced and coordinated among all disciplines..... ☐a. Bid alternates identified, when applicable..... ☐b. DSA approved Pre-Checked (PC) drawings to be included in drawing set for projects incorporating PC designs. .... ☐c. Electronic Plan Review submittal prepared in accordance with the drawing and specification format/file requirements in procedure *PR 18-04: Electronic Plan Review for Design Professionals of Record*. .... ☐d. Over-The-Counter (OTC) Plan Review submittal prepared in accordance with policy *PL 07-02: Over-the-Counter Review of Projects Using Pre-Check Approved Designs*. (1) set required for plan review mark-ups; (1) set for corrections and approval. .... ☐e. For the submittal of new, revised or renewed pre-check (PC) applications see procedures *PR 07-01: Pre-check Approval* and *PR 18-04: Electronic Plan Review for Design Professionals of Record*. Submittal is required to be in electronic format. All conditioned or unconditioned PC buildings require DSA CALGreen/Energy review. .... ☐2. A completed form *DSA 103: List of Material Testing and Special Inspection*..... ☐3. A completed form *DSA 810: Fire & Life Safety Site Conditions Submittal* when required per the DSA 810 instructions. (Incorporate on fire access site plan, with local fire authority sign off for proposed alternates for applicable projects.) ..... ☐

**PROJECT SUBMITTAL CHECKLIST****B. TITLE SHEET**

1. A complete Code Analysis. For each building indicate use, occupancy classification, allowable area, allowable building height, construction type, mixed ratio and area increase justifications. (Provide separate code analysis sheet, if necessary.) ..... ☐
2. Index of all sheets ..... ☐
3. Complete scope of work description ..... ☐
4. On incremental submittals, identify all increments and their respective scope of work. (A Title Sheet is required for each incremental submittal.) ..... ☐
5. Project directory including contact information for owner, architect and consultants. .... ☐
6. List of required governing codes, adopted standards and inspector classifications. .... ☐
7. List of deferred submittals. (See guideline *GL-3: Structural Plan Review* for list of items eligible for deferred submittal.) ..... ☐

**C. SITE AND / OR CIVIL PLANS AND DETAILS**

1. Comprehensive campus site plan and enlarged site plans for areas of work. (Identify if the site is located within a Wildland Urban Interface area. Label all incremental work if applicable.) ..... ☐
2. Identified each building and include name, use, occupancy, construction type and whether or not it's equipped with fire sprinkler system. .... ☐
3. DSA application number(s) for each existing structure and facility within the scope of work identified. See *IR A-20: New Projects Associated with Existing Uncertified Projects*. Note that issues preventing the certification of existing structures and facilities will need to be resolved before plans altering those structures and facilities are approved. .... ☐
4. Path of travel improvements which include an accessible route from the area of work to each of the following elements with improvements to current code: public transportation stops, public way, accessible parking, accessible passenger loading zones, administration building, and accessible restroom(s) serving area of work. See procedure *PR 15-01: Required Information for Path of Travel Upgrades on Construction Documents*. .... ☐
5. Accessible parking spaces identified and detailed within scope. .... ☐
6. Parking ratio calculations for each parking lot, within or impacted by the scope of work. .... ☐
7. Location of proposed electric vehicle charging stations, if provided. .... ☐
8. Sidewalk and roadway delineated, with widths and surface materials identified within scope. .... ☐
9. Path of exit discharge to public way or to identified area(s) of safe dispersal. .... ☐
10. All fencing and gates shown, indicating required exit gates, panic hardware and widths. .... ☐

**D. DEMOLITION PLANS**

1. Area of demolition and location of adjacent structures indicated on site plan. .... ☐
2. Detailed demolition plan for partial demolitions with note on plan stating that no demolition shall begin until plans including the demolition work have been approved by DSA ..... ☐

**PROJECT SUBMITTAL CHECKLIST****E. FLOOR PLANS**

1. Floor plans demonstrating access compliance, including restrooms, elevators, wheelchair lifts, stairs, ramps, door clearances, door swings, doors with panic hardware, casework, fixed furniture, equipment and all other required accessibility features. .... ☐
2. Enlarged floor plans of restrooms, elevators, stairs, ramps, lifts and specialty areas such as science labs, kitchens, auditoriums, etc. .... ☐
3. Distance of travel from elevator location to top and bottom nosing of all stairways demonstrated to be less than 200 feet. .... ☐
4. Accessible egress systems identified and detailed. .... ☐
5. Room and occupied area labels, indicating use and total occupants. Load factor used for occupant load calculations identified (net or gross). .... ☐
6. Net or gross floor area totals for each room or occupant area indicated. .... ☐
7. An exit analysis provided, indicating exit widths and cumulative loads at exits, including exit discharge paths and widths. .... ☐
8. Fire-resistance-rated walls and smoke barriers identified and cross referenced to partition schedules and details. Wall types, wall function, assemblies and assembly design number references noted. .... ☐
9. A detailed bleacher seating layout, identifying accessible seating and remaining floor area occupant load calculations (required in initial submittal even for projects where bleachers are identified as a deferred submittal). .... ☐
10. Way-finding and signage plans with legends and/or schedules cross-referenced to details. .... ☐
11. Dedicated egress provided within a new addition, unless the existing adjacent structure providing egress is of equal or greater live load and lateral load design criteria than the new addition (per *Part 1, Title 24, Section 4-306*). .... ☐

**F. ARCHITECTURAL DETAILS, ELEVATIONS, SECTIONS, ROOF PLANS AND REFLECTED CEILING PLANS**

1. Detailed interior elevations, exterior elevations, and sections including dimensions. Show roofing types and connections to structure. Show ceiling types and support and bracing details. .... ☐
2. Interior and exterior wall framing and details, including locations of drift joints in exterior wall framing as applicable. .... ☐
3. Fire-resistance-rated horizontal assemblies, ceilings and floors identified and detailed. .... ☐
4. Door openings and wall penetrations located and detailed. .... ☐
5. Skylight locations and sizes shown and detailed. .... ☐
6. Door, hardware, windows and finish schedules cross referenced to details. Note panic hardware, fire doors, doors with security hardware, and any fire-resistance-rated and tempered glazing/window assemblies. .... ☐
7. Signage schedules, cross referenced to details of room identification and way-finding signage. .... ☐
8. Casework and fixed furniture identified, including elevations, details, anchorage and required accessibility clearances and features. .... ☐
9. Soffits and other architectural projections identified and detailed. .... ☐

**PROJECT SUBMITTAL CHECKLIST**

10. All equipment identified and anchorage detailed. .... ☐
11. Walk-in refrigerators and freezers identified and detailed. .... ☐
12. Roof classes identified on all new and existing roofs within the project scope. .... ☐

**G. STRUCTURAL DRAWINGS**

1. Description of design basis, indicating the materials and lateral system utilized. List design gravity and lateral loads, soil parameters, and wind and seismic coefficients. For voluntary seismic improvements, indicate the specific structural items to be upgraded and the load levels for which those items are designed. .... ☐
2. Dimensioned foundation, floor and roof framing plans, including locations of all structural elements (e.g., foundations, walls, columns, beams). .... ☐
3. Complete truss detailing, including open web manufactured trusses (unless deferred.) .... ☐
4. Details for all elements of the lateral force resisting system .... ☐
5. Details for all diaphragms, chords, and collectors .... ☐
6. All windows, doors, skylights, ducts, pipes and other openings identified and detailed. .... ☐
7. Mechanical and electrical equipment located on plans, sections and elevations with unit weights noted on floor and roof framing plans. .... ☐
8. Project details, schedules and notes, as applicable to scope of work. .... ☐
9. For relocatable buildings less than 2,160 square feet, identify and detail wood or concrete foundations. .... ☐
10. For relocatable buildings over 2,160 square feet, identify and detail concrete foundations .... ☐

**H. MECHANICAL/PLUMBING DRAWINGS AND CALCULATIONS**

1. Location of all rated wall and ceiling assemblies identified. .... ☐
2. Mechanical unit locations shown, anchorage details referenced. .... ☐
3. Mechanical equipment schedule, including equipment CFMs (cubic feet per minute rating), unit operating weights and cross-reference to anchorage details. .... ☐
4. For MEP (Mechanical/Electrical/Plumbing) only projects, show partial structural framing plans at existing floors or roofs supporting mechanical equipment. .... ☐
5. Anchorage details for ducts and piping. .... ☐
6. Plumbing fixture schedules with flow rates and flush volume indicated in accordance with *CALGreen Code Section 5.303.3*. .... ☐
7. Mechanical and piping penetrations at fire-resistance-rated walls, shear walls, headers, lintels, floors and roofs identified and cross referenced to details. .... ☐
8. Plumbing layout coordinated with architectural plans and accessible fixtures identified. .... ☐
9. Grade level gas shut-off valve location indicated at all buildings. .... ☐
10. Locations of all fire/smoke dampers, supply/return registers and ducting indicated with details cross-referenced. .... ☐
11. Fume hood system shown including weight and exhaust duct identified and detailed. .... ☐

**PROJECT SUBMITTAL CHECKLIST**

12. Type I kitchen hood fire suppression system identified and detailed. (Show gravity support and lateral bracing for kitchen hoods.) ..... ☐
13. Any special systems indicated, including smoke removal, special venting, dust collection and all interfacing equipment identified and detailed with weights shown or scheduled for required anchorage design. .... ☐
14. Domestic water and gas load calculations with pipe sizes identified. .... ☐
15. Water heating system and location of equipment identified. .... ☐
16. *Energy Code Certificate of Compliance* forms included with plans. .... ☐

**I. ELECTRICAL DRAWINGS**

1. Location of all rated wall and ceiling assemblies identified. .... ☐
2. Panel locations with fire-resistance-rated enclosure assemblies identified. .... ☐
3. New and existing exit signs located. .... ☐
4. Interior and exterior emergency lighting and dedicated circuits identified. .... ☐
5. Power receptacles, ground-fault circuit interrupters (GFCI), and switches with accessible locations indicated and heights detailed. .... ☐
6. Assistive Listening Systems identified and detailed. .... ☐
7. Panel schedules and load calculations provided. .... ☐
8. Equipment/fixture schedule with weights and reference to anchorage details provided. .... ☐
9. *Energy Code Certificate of Compliance* forms included on plans. .... ☐

**J. FIRE ALARM SYSTEM DRAWINGS**

1. Guideline *GL-2: Project Submittal Guideline: Fire Alarm and Detection Systems* has been reviewed and all applicable items incorporated into submittal ..... ☐
2. Automatic fire alarm system if applicable (An automatic fire alarm system is required for all new buildings at a new or existing campus and for modernizations if project cost exceeds \$200,000 with any state funding.) ..... ☐
3. Fire alarm site plan indicating building names or designations ..... ☐
4. Fire alarm floor plans, including room uses, ceiling heights with circuits and device numbers identified, including locations of fire-resistance-rated walls and ceilings. .... ☐
5. Locations of the fire alarm control panel, power booster, terminal cabinets, annunciator panels, and all other required fire alarm equipment shown. .... ☐
6. Conduit runs, including wire type, size and number of conductors indicated. .... ☐
7. Fire alarm system identified: addressable or non-addressable, system and circuit class. .... ☐
8. Voltage-drop and battery calculations shown. .... ☐
9. Emergency Voice/Alarm Communication System. (See *IR F-1* for projects, where required). .... ☐

**PROJECT SUBMITTAL CHECKLIST****K. AUTOMATIC FIRE SPRINKLER SYSTEMS (AFSS) DRAWINGS**

1. Guideline *GL-1:Project Submittal Guideline: Automatic Fire Sprinkler Systems* and policy *PL 10-01: Plan Submittal Requirements: Automatic Fire Sprinkler Systems (AFSS)* have been reviewed and all applicable items incorporated into the submittal ..... ☐
2. Test Hydrant locations identified and water-flow test data signed by local fire authority or water purveyor. .... ☐
3. Fire sprinkler plan and site plan layout with water-flow test hydrant nodes indicated. Show locations for all lateral bracing. Show locations of fire rated assemblies and full height walls. .... ☐
4. Reflected ceiling plan with fire sprinklers located and coordinated with architectural, mechanical and lighting plans. .... ☐
5. Cross sections of buildings. .... ☐
6. Details of all assemblies, fittings, bracing, hangers, thrust blocks, signage, flexible piping and any other required AFSS equipment or supports. .... ☐

**PART 4 – SUPPORTING DOCUMENTATION****ENTER X OR N/A****A. GENERAL SUPPORTING DOCUMENTS**

1. Pre-application meeting minutes ..... ☐
2. District letter for exempt items. (Applicable only to school project submittals containing items listed in *Appendix A of IR A-22: Construction Projects and Items Exempt from DSA Review* which the district wishes DSA not to plan review or certify.) ..... ☐
3. Previously-approved DSA reference drawings (for alteration, reconstruction or additions to previously DSA-approved structures). .... ☐
4. Previously-approved DSA comparison sets (for projects re-using previously DSA-approved designs) ..... ☐

**B. STRUCTURAL REVIEW SUPPORTING DOCUMENTS**

1. EXISTING BUILDING EVALUATION (For projects involving reconstruction, alterations, or additions.) ..... ☐
  - a. Copy of DSA approved (REH) Rehabilitation Evaluation and Design Criteria Report (applicable to rehabilitation projects for upgrades of non-conforming building or mandatory triggered upgrades per *CAC 4-309 (c)*). See form *DSA 1-REH Pre-application for Approval of a Rehabilitation Project Evaluation & Design Criteria Report* and procedure *PR 08-03: School Facility Program/Seismic Mitigation Program*. .... ☐
  - b. For projects involving reconstruction, alterations, or additions where no REH report has been submitted: Provide calculations demonstrating that the triggers of *CAC Section 4-309(c)* have not been exceeded. .... ☐
  - c. For projects involving reconstruction, alterations, or additions where no REH report has been submitted: Provide justification that the cost of the building reconstruction, alteration, or addition, determined in accordance with *CAC 4-309(c)*, does not exceed 50 percent of the building replacement cost. .... ☐

**PROJECT SUBMITTAL CHECKLIST****2. FLOOD MAP**

(Applicable to new construction, additions and relocations. See procedure *PR 14-01: Flood Design and Project Submittal Requirements*.) .....

☐**3. PROJECT STRUCTURAL CALCULATIONS**

- a. One set of stamped and signed structural calculations indicating codes used. .... ☐
- b. Index of all calculations included. .... ☐
- c. Description of scope of work covered by the submitted calculations with complete design criteria indicated. Provide a clear narrative for each calculation section with main assumptions and design approach to be used. Address the impact to existing structural lateral systems of any proposed partial demolition(s). Reference CAC 4-309 for structural rehabilitation triggers. .... ☐
- d. Seismic, wind and importance load factors indicated. Wind loading provisions including wind speed, exposure and any specialized items such as topographic effects need to be clearly defined. .... ☐
- e. Snow load utilized in the design identified; provide snow drift calculations, if appropriate. .... ☐
- f. Utilized soil bearing pressure indicated. If greater than 1,500 psf, or where the exceptions in *California Building Code (CBC) Section 1803A.2* are not met, provide substantiating geotechnical report. .... ☐
- g. Utilized lateral soil passive pressure indicated. If greater than 100 psf, provide substantiating geotechnical report. .... ☐
- h. Completed design checks of foundations including check of soil stresses and strength checks of footings. .... ☐
- i. Allowable lateral soil pressure for the design of poles, signs or antennae. .... ☐
- j. Calculations for miscellaneous site structures. .... ☐
- k. Key plans for foundations, floors and roofs, coordinated and cross referenced to the submitted structural calculations. .... ☐
- l. Lateral drift calculations, as required by code, .... ☐
- m. Load calculations, including weight of mechanical and electrical units and fire sprinkler pipe, .... ☐
- n. Calculations for mechanical equipment anchorage, including overturning, .... ☐
- o. Complete gravity system calculations, including checks of connections, .... ☐
- p. Complete truss calculations and details for open-web trusses (unless deferred), .... ☐
- q. Complete chord and collector calculations, .... ☐
- r. Lateral system calculations, including checks of connections, .... ☐
- s. Calculations for lateral floor and roof diaphragms. .... ☐
- t. Rigid diaphragms identified and calculations provided for accidental torsion consideration..... ☐
- u. Dynamic analysis calculations required for buildings with structural irregularities, in accordance with American Society of Civil Engineers Standard ASCE 7, Table 12.6-1. .... ☐

**PROJECT SUBMITTAL CHECKLIST**

- v. For designs by computer analysis, printouts of key input and output with a copy of the input and output files must be included. Structural calculation should provide all model geometry, loading information, boundary conditions, material properties, framing sizes, and strength check modifiers. Calculations must also contain primary analysis results such as reactions, all strength checks, and any connection design output to justify the design with the model provided as backup. .... ☐
4. GEOTECHNICAL INVESTIGATION / SOILS REPORT (See *CBC 1803A* for applicability)
- a. New report applicable to the buildings in the scope of work with the appropriate professionals' stamps and signatures. .... ☐
- b. A previous report may be submitted if a reevaluation is made and found to be currently appropriate. A letter updating the original report(s) by the same geotechnical engineer or geotechnical engineering firm must be included.) .... ☐
5. GEO-HAZARDS REPORT (See procedure *PR 14-01* for applicability) .... ☐
- a. A Geo-Hazards Report applicable to the buildings in the scope of work, with the appropriate professionals' stamps and signatures. .... ☐
- b. A previous report may be submitted provided that a reevaluation if made and found to be currently appropriate and the additional criteria outlined in *IR A-4.13 Geohazard Report Requirements* are satisfied. Provide a letter updating original report(s) by the same geotechnical engineer or geotechnical engineering firm.) .... ☐
- c. One copy of a completed California Geological Society (CGS) application with CGS project number, per *IR A-4.13: Geohazard Report Requirements*..... ☐
- d. One copy of site data report submitted to CGS per *CBC 1603A.2*. .... ☐
- e. CGS Final Acceptance letter will be required prior to DSA's stamp-out. .... ☐

**C. ACCESS COMPLIANCE REVIEW SUPPORTING DOCUMENTATION**

1. Manufacturers' product data sheets for door hardware, plumbing fixtures, restroom accessories. .... ☐

**D. FIRE AND LIFE SAFETY REVIEW SUPPORTING DOCUMENTATION**

1. Current CAL FIRE Office of the State Fire Marshal listings and manufacturers' product data sheets for all AFSS materials and devices. .... ☐
2. Hydraulic calculations for each building, system coordinated with the water-flow test hydrant ..... ☐
3. Structural calculations for support and bracing of sprinkler systems ..... ☐
4. Current CAL FIRE Office of the State Fire Marshal listings and manufacturers' product data sheets for all fire alarm devices ..... ☐
5. For projects exempt from the Green Oaks Family Academy Elementary School Fire Protection Act (SB 575, Chapter 725, Statutes of 2001), a letter signed by the school district superintendent stating the project is exempt ..... ☐



**PROJECT SUBMITTAL CHECKLIST****E. ENERGY CODE COMPLIANCE DOCUMENTATION (Applicable to new construction, additions and alterations to an existing building envelope, HVAC or electrical system)**

1. Energy Compliance Documentation Submittal Checklist with signatures (Form *DSA 403-A*, *DSA 403-B*, or *DSA 403-PC*, as applicable). ..... ☐
2. California Energy Code required *Certificate of Compliance* forms with appropriate signatures on drawings ..... ☐
3. Building Energy Analysis Report (8½-inch x 11-inch format)..... ☐

**F. CALGREEN CODE COMPLIANCE DOCUMENTATION (Applicable to new construction and additions and landscape work.)**

1. *DSA 1-L: Outdoor Water Use Self-Certification of Landscape Irrigation Design* form and documentation with Site Landscape Area Location Plan See procedure *PR 15-03: Compliance with CALGreen Outdoor Water Use Regulations*. ..... ☐
2. Completed *Application Matrix* (*Attachment 1* within the guideline *GL 4: CALGreen Code*.) ..... ☐
3. Identified underground and above-ground utilities and drainage systems; identified methods to manage surface water in compliance with *CALGreen Code Section 5.106.10*. ..... ☐
4. Location of bicycle parking in compliance with *CALGreen Code Section 5.106.4.2*. ..... ☐
5. Identified areas that serve the entire building for recycling of non-hazardous materials per *CALGreen Code Section 5.410.1*..... ☐
6. Identified primary exterior entry protection in compliance with *CALGreen Code Section 5.407.2.2.1*. .... ☐
7. Requirements for indoor moisture control identified in compliance with *CALGreen Code Section 5.505.1*. ..... ☐
8. Requirements for acoustical control identified in compliance with *CALGreen Code Section 5.507.4*..... ☐
9. Requirements for ventilation identified in compliance with *Energy Code* and *CALGreen Code Section 5.506.1*..... ☐

**ROOFING CONTRACT FINANCIAL INTEREST CERTIFICATION**  
**(Public Contract Code section 3006)**

PROJECT/CONTRACT NO.: \_\_\_\_\_ between **Mountain View Whisman School District** ("District") and \_\_\_\_\_  
\_\_\_\_\_ ("Architect / Engineer") ("Contract" or "Project").

I \_\_\_\_\_, \_\_\_\_\_  
Name Name of Architect / Engineer

certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roof project contract on this project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I \_\_\_\_\_, \_\_\_\_\_  
Name Name of Architect / Engineer

certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I \_\_\_\_\_, \_\_\_\_\_  
Name Name of Architect / Engineer

Have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): \_\_\_\_\_

Mailing address: \_\_\_\_\_

Addresses of branch office used for this Project: \_\_\_\_\_

If subsidiary, name and address of parent company: \_\_\_\_\_

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date: \_\_\_\_\_

Proper Name of Architect / Engineer: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code § 2204)**

PROJECT/CONTRACT NO.: \_\_\_\_\_ between **Mountain View Whisman School District** ("District") and \_\_\_\_\_  
\_\_\_\_\_ ("Architect / Engineer") ("Contract" or "Project").

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Architect / Engineer shall complete **ONLY ONE** of the following two paragraphs.

☐ 1. Architect / Engineer's total Fee is less than one million dollars (\$1,000,000).

**OR**

☐ 2. Architect / Engineer's total Fee is one million dollars (\$1,000,000) or more, but Architect / Engineer is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Architect / Engineer is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

**OR**

☐ 3. Architect / Engineer's total Fee is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Architect / Engineer to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with this Agreement.**

I certify that I am duly authorized to legally bind the Architect / Engineer to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: \_\_\_\_\_

Proper Name of Architect / Engineer: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

***Mountain View Whisman School District***

**Agenda Item for Board Meeting of 11/5/2020**

**Agenda Category:** CONSENT AGENDA

**Agenda Item Title:** Award of Architectural Services Contract to Artik Art & Architecture for the Park Restrooms at Various Sites Project

**Estimated Time:**

**Person Responsible:**

Rebecca Westover Ed.D.  
Chief Business Officer

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**Background:**

The Park Restrooms at Various Sites project involves the installation of new, prefabricated standalone restroom buildings at Huff, Landels and Mistral Elementary Schools. The project requires the services of an architectural design firm to assist in design, and construction documents, DSA submittal, construction administration and closeout. The District issued a Request for Proposal (RFP) for these services on September 18, 2020 to the currently approved pool of Architects for the District for the Measure T Bond. A total of two proposals were received.

**Fiscal Implication:**

Artik Art & Architecture has presented a service fee proposal for the required services in the amount of \$45,600. At this time, the estimated construction cost is \$700,000. This proposal is within the established project budget for design fees.

**Recommended Action:**

It is recommended the Board of Trustees approve the service fee proposal and award of an agreement for Artik Art & Architecture in the amount of \$45,600.

**ATTACHMENTS:**

Description	Type	Upload Date
Artik - MVWSD Park Restrooms- Various Sites	Backup Material	10/29/2020
Artik Architect Agreement- MVWSD Park Restrooms Various Sites	Backup Material	10/29/2020



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October 9, 2020

Ms. Rebecca Westover  
Chief Business Officer  
Mountain View Whisman School District  
1400 Montecito Avenue  
Mountain View CA 94043

**Project Name:** Park Restrooms at Various Sites  
Mountain View Whisman School District  
**Project Number:** TBD/C1

Dear Ms. Westover:

Thank you for the opportunity to submit this proposal for the Park Restrooms at Various Sites for the Mountain View Whisman School District. We are excited by the possibility of continuing our relationship with MVWSD with another successful project for the students, staff and administrators of Huff, Landels and Mistral Elementary Schools.

#### **QUALIFICATIONS**

Artik Art & Architecture has been the architect for hundreds of public school projects in California, ranging from individual classroom remodels to entire new campuses, all under the Division of the State Architect (DSA). A few recent projects that are similar in scope to the Park Restrooms at Various Sites include:

- City of Mountain View Group A Park Restroom Renovations (Crittenden, Stevenson & Whisman)
- City of Mountain View Cooper & Sylvan Park Restroom Renovations
- West Valley College Bus Driver Modular Restroom Building

In addition, we have had the opportunity to complete several projects for the MVWSD, most notably:

- Graham Middle School Modernization, New Classroom Building and New Theater
- North Bayshore Master Plan
- SFIP Ten Year Master Plan Update

## PROJECT TEAM

Our Project Team will be led by **Marty Hochroth** as Principal-in-Charge, who will have overall responsibility for the direction and design of the project, including providing all the capabilities of the firm as required for a successful project. **Gayatri Medury** will be the District Director/Project Manager, and will be the primary contact for the District for this and any other projects Artik may design for MVWSD. Gayatri will be responsible for the day-to-day management of the project, coordination of the consultant teams, and implementation of the District's standards. Marty and Gayatri will be supported by Artik's 16-person staff of architects, interior designers, and other professional staff. Marty and Gayatri's resumes are attached to this proposal.

## PROJECT SCHEDULE

Artik Art & Architecture has reviewed the schedule included in the Request for Proposals, and feel comfortable that we can meet the schedule presented.

## CURRENT WORK COMMITMENTS

Our most significant current projects are the American River Collegiate Academy, a new \$9.5 million elementary school campus, Ednovate Esperanza High School, a new \$8.4 million classroom building, and the San Jose City College Theater Safety Projects, a \$5.9 million lighting, rigging, and audio-visual upgrade project. We therefore have plenty of capacity to devote to the Park Restrooms at Various Sites project and diligently pursue it to completion.



## **PROPOSAL**

I am pleased to submit this proposal for limited architectural services incorporating the following terms and conditions:

### **Scope of the Project**

The Mountain View Whisman School District (Client) wishes to install new prefabricated, standalone restroom buildings at Huff, Landels, and Mistral Elementary School. The final scope of the project will be established at the end of Schematic Design, but preliminarily includes:

- Purchase and installation of prefabricated, standalone toilet buildings and associated site work at Huff Elementary School, Landels Elementary School and Mistral Elementary School.
- Toilet room buildings must be concrete or block units.

A preliminary estimated construction budget of \$700,000 has been established for this project, with \$480,000 allocated to the buildings and \$220,000 allocated to the site work. Construction is intended to be complete by August 2021.

This proposal assumes the following:

- All three sites will be bid as one package to one general contractor.



### **Scope of Professional Services – Basic Services**

Artik Art & Architecture shall provide, and be responsible for, the following project consultants: structural, mechanical, plumbing, electrical, and low voltage engineering. Any additional required project consultants, such as hazardous materials abatement design, shall be provided by Client or by Artik Art & Architecture as an Additional Service.

Artik Art & Architecture proposes the following services to accomplish this task:

#### Schematic Design Phase

- Review existing documentation provided by District.
- Walk site with Client representatives and Construction Manager to review visible existing conditions and discuss scope of work.
- Assist Client and Construction Manager to solicit proposals from modular restroom manufacturers. Assist Client and Construction Manager to review proposals received and select one manufacturer.
- Develop base CAD plans for use in design.
- Develop a Schematic Design Package consisting of the following:
  - Title Sheet
  - Campus Site Plans (Indicating areas of work)
  - Architectural Site Plans
  - Preliminary Grading and Paving Plans
  - Preliminary Utility Plans
  - Preliminary Electrical and Low Voltage Site Plans
  - Cutsheets of Key Equipment
  - Outline Specifications
- Assist Construction Manager to develop preliminary Project Budget based on the Schematic Design Package.
- Meet with Client and Construction Manager to review preliminary Project Budget, identify cost reduction changes (if necessary), and determine final scope of work and project budget.

#### Construction Documents Phase

- Based on the approved scope of work, refine architectural, civil, site plumbing, site electrical, and site low voltage designs.
- Coordinate development of DSA submittal drawings with modular manufacturer.
- Develop a 90% Complete Construction Documents Package for Client's review, consisting of:
  - Title Sheet
  - Campus Site Plans
  - Site Demolition Plans
  - Architectural Site Plans





- Architectural Site Details
- Grading and Paving Plans
- Utility Plans
- Civil Details
- Electrical and Low Voltage Site Plans
- Electrical Details
- Technical Specifications (assumes Construction Manager will provide Division 0 and 1 documents)
- Assist Construction Manager to update project budget.
- Make changes as directed by Client to produce a 100% Complete Construction Documents Package.

#### DSA Approval Phase

- Combine sitework documents with documents provided by modular manufacturer.
- Assist Client to submit DSA package to DSA for review.
- Respond to comments by DSA.
- Participate in DSA electronic backcheck process.
- Assist Client and Construction Manager to file initial DSA paperwork.

#### Bidding Support

- Attend prebid conference.
- Respond to questions from bidders.
- Issue Addenda, if required.
- Assist Client to review and validate bids received.

#### Construction Support

- Participate in Preconstruction Meeting.
- Visit site on a weekly basis to review construction progress.
- Review and respond to Requests for Information (RFI's).
- Review and take appropriate action on Submittals.
- Review and comment on contractor's Proposed Change Orders.
- If required, submit Construction Change Directives (CCD's) to DSA for review and approval.
- Review and recommend action on Contractor's Applications for Payment.

#### Closeout Phase

- At a time when the Contractor(s) state that the work is Substantially Complete, walk site with Client and Construction Manager to develop a Punch List of items to be completed for Final Completion.



- At a time when the Contractor(s) state that the Work is at Final Completion, walk site with Client and Construction Manager to confirm that all Punch List items are satisfactorily completed.
- Review Warrantees, Guarantees, and other closeout items specified in the Specifications for completeness. Transmit to Client when complete.
- Assist Client to fill out and submit DSA Certification paperwork for DSA project.

### Optional Services

The following Optional Services are not included in Basic Services and may be provided by Artik Art & Architecture upon request by Client.

- Design, documentation, and bidding and construction support for any additional accessibility work required by DSA for project approval.

### Excluded from Agreement

The following services are expressly excluded from this agreement:

- Topographic and geotechnical surveys
- Testing and inspection fees
- Plan review and permit fees for regulatory agencies
- Off-site improvements

### Compensation for Basic Services

Artik Art & Architecture will provide the services listed above for a Fixed Fee of **Forty Five Thousand Six Hundred Dollars** (\$45,600) plus approved Reimbursable Expenses.

Fees will be paid by phase as follows:

<u>Phase</u>	<u>Percentage</u>	<u>Fee</u>
Schematic Design	25%	\$11,400
Construction Documents	45%	\$20,520
DSA Approval	5%	\$2,280
Bidding Support	3%	\$1,368
Construction Support	20%	\$9,120
Closeout	2%	\$912
Total Basic Services	100%	<b>\$45,600</b>



### **Compensation for Optional Services**

Compensation for Optional Services shall be the following Fixed Fees or based on the Hourly Rates listed below.

Add'l Accessibility Work TBD

### **Compensation for Additional Services**

Additional Services shall include any service not specifically listed above and agreed to by Client and Artik Art & Architecture. Compensation for Additional Services shall be a mutually agreed upon Fixed Fee or based on the Hourly Rates listed below.

### **Hourly Rates (Architectural)**

The following Hourly Rates are applicable to this contract:

Principal	\$250.00	Designer III	\$140.00
Associate	\$200.00	Designer II	\$130.00
Senior Project Manager	\$180.00	Designer I	\$120.00
Project Manager	\$170.00	Project Assistant	\$110.00
Job Captain	\$160.00	Senior Technical Lead	\$170.00

### **Reimbursable Expenses**

Reimbursable expenses, as required and approved are in addition to compensation for Basic and Additional Services and include: project consultants not provided as part of Basic Services; transportation expenses, couriers, shipping, Title 24 calculations, photography, reproductions, models, renderings, or other expenses incurred in the interest of the project. These expenses shall be billed to the Client at cost of the expenses incurred by the Architect or Architect's Consultants. No Reimbursable Expense may be incurred without the prior written consent of Client.



October 9, 2020  
Mountain View Whisman School District  
Park Restrooms at Various Sites  
Artik #TBD/C1  
Page 8 of 8

### **Other Terms and Conditions**

Other terms and conditions applicable to this proposal shall be per the Client's standard Agreement for Architectural Services.

### **Conclusion**

Artik Art & Architecture brings the specific, applicable experience with public school projects and DSA that will make the Park Restrooms at Various Sites project a success for the students, staff, and administrators of Mountain View Whisman School District.

Please call if you have any questions. Your business is greatly appreciated.

Sincerely,



Martin Hochroth  
Principal





**MARTIN HOCHROTH, AIA**  
**PRINCIPAL-IN-CHARGE**

Mr. Hochroth has over 30 years of experience in a wide range of public and educational projects from K-12 to community college and university work. His professional experience includes being an Architect with the San Jose Redevelopment Agency, giving him a unique understanding of the issues and concerns of institutional clients. He directs an architectural firm of 16 team members focused on public and educational work ranging from individual building modernizations to entire new campuses.

### PROJECT FOCUS

#### **Campus-Wide Modernization, Mountain View Whisman School District, Graham MS**

The extensive three-phase modernization project upgrades the 800-student campus for the needs of the 21st century. Phase one, updated all the classrooms and converted the old multi-purpose room into a music building. Phase two, added a new, hi-tech classroom building called the Innovation Center and adapted an existing lunch shelter into a multipurpose room. Phase three added a new 388-seat auditorium and included renovations to the music building, outdoor courtyards, and circulation systems.

#### **Campus Modernization and Admin/Classroom Building Addition, Gilroy Unified School District, Glen View ES**

This project reorganized the site into defined learning communities for kindergarten, early grades, and upper level classes. Relocating modular buildings and adding new administration and classroom buildings helped complete this project on an accelerated schedule.

#### **New Net Zero Multipurpose Building, Broadway High School, San Jose Unified School District**

Project included the addition of a multi-purpose building that was designed to LEED Gold standards and is Net Zero certified. The building, with a rooftop solar array that produces more energy than consumed, greatly exceeded the District's expectations.

### ADDITIONAL PROJECT EXPERIENCE

#### **Almaden Country Day School**

New Event Center, a new 14,000sf multiuse center with a gymnasium, stage, locker rooms, theatrical and athletic support spaces, and Flex classroom.

Facility Master Plan, Master Plan for the redevelopment of ACDS's existing campus over 20 years, including new classrooms buildings, gymnasium, theater, and courtyards.

#### **San Rafael City Schools**

Davidson Middle School, Two-Story Classroom Building

#### **Alisal Union School District**

Frank Paul Elementary School, Two-Story Classroom Building

Fremont Elementary School, Two-Story Classroom Building

#### **Gilroy Unified School District**

Brownell Middle School Campus Modernization, Modular mini-campus, security upgrades, HVAC improvements, acoustic improvements & fencing

Gilroy High School, Bio Tech Program - Renovation of science building to four state-of-the-art biotechnology labs

#### **San Mateo Union High School District**

Capuchino High School, Master Plan, Two-Story Admin & Technology Building, Two-Story Humanities Classroom Building, Gymnasium Modernization & Lobby Addition, Theater Addition & Modernizations, Digital/Fine Arts Classroom Building, Spirit Court, Athletics Courtyard, Arts Courtyard

### QUALIFICATIONS

#### **Education**

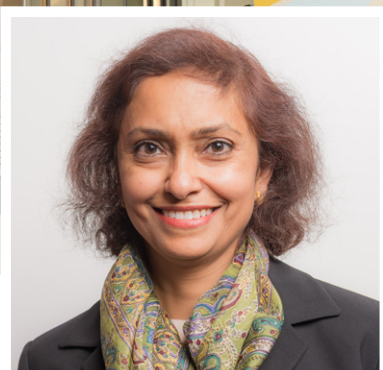
Bachelor of Architecture  
Rensselaer Polytechnic Institute  
Bachelor of Science  
Rensselaer Polytechnic Institute

#### **Registrations**

Architect C-22312, State of California  
Architect 020410, State of New York  
Construction Documents Technologist Certificate;  
Construction Specifications Institute

#### **Professional Affiliations**

The American Institute of Architects  
Construction Specifications Institute  
U.S. Green Building Council



## **GAYATRI MEDURY, AIA** **DISTRICT DIRECTOR/SENIOR PROJECT MANAGER**

For over 20 years, Ms. Medury has worked on the design and construction of Educational Facilities of various sizes and scales with responsibilities ranging from feasibility analysis and programming through Construction. Her responsibilities have included programming, building design, project management, preparation of construction documents, bid coordination, construction administration and regulatory agency approvals. Her focus has always been to analyze the project program critically and propose context specific environmentally responsible solutions that are most closely aligned with the Client's goals, budget and schedule. She stays in the know of current and future trends in design and comes up with elegant solutions within the Client's budget, that focus on sustainable design.

### **PROJECT FOCUS**

#### **Campus Modernization, Moreland School District, Old Easterbrook Elementary School**

A 33,000 SF campus modernization including classroom buildings, administration building, media center and full technology and ADA upgrades.

#### **HVAC Upgrades at Multiple Sites, Milpitas Unified School District**

HVAC upgrades at Spangler Elementary School and Zanker Elementary School.

#### **Renovation of Essential Building Services, Education Center, East Side Union High School District**

A 40,000 SF re-roofing project and renovation of multiple restroom facilities.

### **ADDITIONAL PROJECT EXPERIENCE**

#### **East Side Union High School District**

Independence HS, Andrew Hill HS, Piedmont Hills HS and Overfelt HS, New Field Concession and Restroom Buildings

#### **Educare California at Silicon Valley**

Master Plan for the development of various outdoor learning environments for Educare's Infant/Toddler and Preschool programs.

#### **Milpitas Unified School District**

Milpitas High School, Girl's Team Room, Equipment Storage and Temporary Locker Rooms  
Burnett Elementary School, New Classroom Building and Misc. Site Upgrades  
Curtner Elementary School, New Classroom Building and Misc. Site Upgrades

#### **Los Gatos - Saratoga Joint Union High School District**

Saratoga High School, New General Classroom Buildings, Student Counseling Center and Re-roofing  
Los Gatos High School, Interim Housing

#### **Santa Clara County Office of Education**

SCCOE at Snell, HVAC Replacements and Re-roofing  
San Jose City College, Special Education Expansion

#### **San Jose Unified School District**

Crossroads Continuation School, Conversion of a non-Field Act Building into a DSA approved continuation high school

#### **San Juan Bautista Child Development Center**

Santa Clara Valley Water District Child Care Center  
Slonaker E.S. Modular Daycare Installation

### **QUALIFICATIONS**

#### **Education**

Bachelors of Architecture University of Mumbai  
Masters in Urban and Regional Planning Alabama A & M University

#### **Registrations**

Architect C-30346, State of California

#### **Professional Affiliations**

The American Institute of Architects, Member

**AGREEMENT FOR ARCHITECTURAL SERVICES  
BY AND BETWEEN  
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT AND  
ARTIK ART & ARCHITECTURE FOR PARK RESTROOMS  
AT VARIOUS SITES PROJECT**

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**CERTIFICATES**

This Agreement for Architectural Services is made as of the 5th day of November 2020, between the **Mountain View Whisman School District**, a California public school district, ("**District**") and **ARTIK ART & ARCHITECTURE, Inc.**, a California corporation ("**Architect**") (individually a "**Party**" and collectively the "**Parties**"), for the following project ("**Project**"):

PARK RESTROOMS AT VARIOUS SITES, located at Huff ES (253 Martens Ave. Mountain View), Landels ES (115 W. Dana St. Mountain View) and Mistral ES (505 Escuela Ave. Mountain View) as further described in the Project Scope attached hereto as **Exhibit A**.

The Project may include multiple components. Any one of the components or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining component(s). The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). Architect shall invoice for each component separately and District shall compensate Architect for each component separately on a proportionate basis based on the level and scope of work completed for each component.

For and in consideration of the mutual covenants herein contained, the Parties agree as follows:

#### **Article 1. Definitions**

- 1.1. In addition to the definitions above, the following definitions for words and phrases shall apply when used in this Agreement, including all Exhibits:
  - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
  - 1.1.2. **Architect:** The architect listed in the first paragraph of this Agreement, including all Consultants to the Architect, although there is no contractual relationship between the District and any Consultants employed by the Architect under terms of this Agreement.
  - 1.1.3. **As-Built Drawings ("As-BUILTS"):** Any document prepared and submitted by District's contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by change orders.
  - 1.1.4. **Bid Set:** The plans, drawings, and specifications at the end of the Construction Documents Phase that DSA has approved and that the District can use to go out to bid for construction of the Project.
  - 1.1.5. **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated into the Conforming Set and for which DSA approval is required.
  - 1.1.6. **Construction Cost Budget:** The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget is sometimes colloquially referred to as "hard costs" and does not include the compensation of the Architect and Consultants, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
  - 1.1.7. **Consultant(s):** Any and all consultant(s), subconsultant(s), subcontractor(s), or agent(s) to the Architect. Nothing in this Agreement shall create any contractual relationship between the District and any Consultants employed by the Architect under terms of this Agreement.



- 1.1.8. **Day(s)**: Unless otherwise designated, “day(s)” means calendar day(s).
- 1.1.9. **District**: The **Mountain View Whisman School District**.
- 1.1.10. **DSA**: The Division of the State Architect.
- 1.1.11. **Project Budget**: The total amount indicated by the District for the entire Project plus all other costs, including design, construction, administration, financing, and all other costs. The Project Budget is sometimes colloquially referred to as the “hard costs” and the “soft costs.”
- 1.1.12. **Record Drawings**: A final set of drawings prepared by the Architect based upon marked-up prints, drawings, and other data furnished to Architect by Contractor that incorporates all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.13. **Service(s)**: All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.14. **Visually Verify**: To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

## **Article 2. Scope, Responsibilities, and Services of Architect**

- 2.1. Architect shall render the Services as described in **Exhibit A**, commencing with receipt of a written Notice to Proceed signed by the District representative. Architect’s Services will be completed in accordance with the schedule attached as **Exhibit C**.
- 2.2. Architect’s Services hereunder shall be provided in conjunction with contracts between the District and other Project participants including the Contractor and the District’s construction manager, if one is retained by the District for the Project.
- 2.3. Architect and its Consultants shall provide Services for a Project: (i) using its professional skill and judgment; (ii) acting with due care and in accordance with respective applicable standards of care under California law for those providing similar services for projects of the size, scope and complexity of the Project for California school districts in or around the same geographic area of the District; (iii) the terms of this Agreement; and (iv) in accordance with said standards regarding application and interpretation of applicable law, code, rule or regulation at the time the Services are rendered (collectively, “Standard of Care”).
- 2.4. Architect recognizes that the District may obtain the services of a construction manager for this Project. The construction manager, if any, would be authorized to give Architect Services authorizations, and issue written approvals and Notices to Proceed on behalf of District. The District reserves the right to designate a different construction manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the construction manager, unless that task indicates it shall be performed by the governing board of the District.
- 2.5. Architect shall provide Services that comply with professional architectural standards and applicable requirements of federal, state, and local law including, without limitation:
  - 2.5.1. Uniform Building Code, latest addition, and the California Code of Regulations, Title 24, including amendments.

- 2.5.2. Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes.
- 2.5.3. Americans with Disabilities Act.
- 2.5.4. Education Code of the State of California.
- 2.5.5. Government Code of the State of California.
- 2.5.6. Labor Code of the State of California, division 2, part 7, Public Works and Public Agencies.
- 2.5.7. Public Contract Code of the State of California.
- 2.5.8. U. S. Copyright Act.
- 2.6. **Storm Water.** Architect, through its Consultant(s), shall be the District's Qualified Storm Water Developer (QSD) and shall prepare all documents necessary for the District to be in compliance with the current Construction General Permit (CGP) of the State Water Resources Control Board.
- 2.7. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of its Services on the Project including, but not limited to, architects, mechanical, electrical, structural, fire protection, civil engineers, landscape architects, food service, low voltage, data, and telephone Consultants, and interior designers, and cost estimation providers, licensed as required by applicable law. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject the Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant(s) employed by the Architect under terms of the Agreement.
- 2.8. Architect shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.
- 2.9. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, California Department of Education (CDE), the Office of Public School Construction (OPSC), the Department of General Services (DGS), DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety, State Fire Marshal, County and City Health Inspectors and any regulatory office or agency that has authority for review and supervision of school district construction projects.
  - 2.9.1. **Architect acknowledges the provisions in Exhibit A during the Construction Administration Phase entitled "Duty to Timely Respond to DSA Inquiries."**
- 2.10. Architect shall provide Services required to obtain local agencies' approval for off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.11. Architect shall coordinate with the District's DSA Project Inspector(s).
- 2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.13. Architect shall coordinate and integrate its work with any of the following information and/or

services as provided by District:

- 2.13.1. Ground contamination or hazardous material analysis.
- 2.13.2. Any asbestos and/or lead testing, design or abatement.
- 2.13.3. Compliance with the California Environmental Quality Act ("CEQA"). Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District. If the District and/or its CEQA consultant does not provide mitigation measures to the Architect when reasonably required for incorporation into the Project design, the Architect may invoice the District for the work required to incorporate those mitigation measures as Extra Services.
- 2.13.4. Historical significance report.
- 2.13.5. Soils investigation.
- 2.13.6. Geotechnical hazard report, except as indicated in **Exhibit A**.
- 2.13.7. Topographic surveys of existing conditions.
- 2.13.8. State and local agency permit fees.
- 2.13.9. Commissioning Agent and Reports.
- 2.13.10. Testing and Inspection.

**Article 3. Architect Staff**

- 3.1. The Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. The Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Architect's Principals:	Architect's Consultants:
Principal in Charge: Marty Hochroth Project Manager: Gayatri Medury Project Architect(s): Other: Other: Other: Other:	Electrical: NA Mechanical: NA Structural: NA Civil: NA Landscape: NA Food Service: NA Acoustics: NA Estimating: Other: Other:

- 3.3. All proposed Consultants and any Architect Consultants are subject to review and acceptance by the District prior to commencing work on the project. The District's review and approval of any replacement Consultant is required prior to commencing work on the Project. The District reserves

the right to replace any consultant in the best interest of the Project.

- 3.4. The Architect shall not change any of the key personnel listed above without prior notice to and written approval by District, unless said personnel cease to be employed by Architect. In either case, District shall be allowed to interview and approve replacement personnel.
- 3.5. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Architect shall have five (5) days to remove that person from the Project and replace that person with personnel acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and shall be subject to all conditions previously stated in this paragraph.
- 3.6. Architect represents that the Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of the Services and that no person having any such interest shall be employed by Architect.
- 3.7. Architect shall comply with Education Code section 17302(a) and agrees that any plans, specifications and/or included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

#### **Article 4. Schedule of Services / Term**

- 4.1. The Architect shall commence Services under this Agreement upon receipt of a Notice to Proceed and shall perform the Services diligently as described in Exhibit A, so as to proceed with and complete the Services in compliance with the schedule in Exhibit C. Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's and/or its consultant(s)' reasonable control.
- 4.2. **Term.** The Architect shall commence providing Services upon the execution of this Agreement and will diligently perform as required and continue performance until the Project is completed ("**Term**") or the Agreement is terminated as indicated herein, whichever is earlier. The Term is further detailed in the schedule in **Exhibit C**. The Parties agree that if this Agreement is in any way voided by an action based on Education Code section 17596, to the extent permitted by applicable law, the Parties will enter into and approve subsequent agreement(s), addenda, or amendment(s) for terms of up to 5 years each and under the same terms and conditions of this Agreement. The Architect is not due any additional compensation or Fee if the Term is longer than indicated herein and acknowledges that its Fee is based on the Architect performing the Services and all tasks within the Services and not based on the length of time to perform those Services or for the design or construction of the Project. The Architect's Fee is as indicated herein and in **Exhibit D**.

#### **Article 5. Construction Cost Budget**

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with the **Exhibit A**, the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and the construction manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit A**, including all plans, designs, drawings, specifications and other construction documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. The Architect shall maintain cost controls throughout the Project to

deliver the Project within the Construction Cost Budget.

5.3. The District is relying on the Architect's expertise regarding the cost of construction. If any of the following events occur:

- The lowest responsive base bid received exceeds the Construction Cost Budget by ten percent (10%) or more; or
- The combined total of base bid and all additive alternates is ten percent (10%) or more below the Construction Cost Budget; or
- The Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy;

Then the District, in its sole discretion, has one or a combination of the following alternatives:

- 5.3.1. Give the Architect written approval on an agreed adjustment to the Construction Cost Budget.
- 5.3.2. Authorize the Architect to assist the District to re-negotiate, when appropriate, and/or participate in re-bidding or requesting new proposals for the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
- 5.3.3. Terminate this Agreement if the Project is abandoned, without further obligation by either Party.
- 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District. The modification of Construction Documents shall be the limit of the Architect's responsibility arising out of the establishment of a Construction Cost Budget. All other obligations of the Architect, including construction administration services, remain as stated in the Agreement.

## **Article 6. Fee and Method of Payment**

- 6.1. The Fee is as defined in **Exhibit D**. District shall pay Architect the Fee pursuant to the provisions of **Exhibit D**.
- 6.2. Architect shall bill its work under this Agreement in accordance with **Exhibit D**.
- 6.3. No increase in Fee will be due from change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.4. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit D**.
- 6.5. Regardless of the structure of Architect's Fee, the Architect's Fee will be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement. District shall pay for Services authorized and performed prior to the notice to Architect of a reduction

as indicated here.

#### **Article 7. Payment for Extra Services or Changes**

District-authorized services outside of the scope in **Exhibit A** or District-authorized reimbursables not included in Architect's fee are "Extra Services." Any charges for Extra Services shall be paid by the District as described in **Exhibit B** only upon certification that the claimed Extra Services was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the District or the District's authorized representative, the District will not be obligated to pay for that service. The foregoing provision notwithstanding, the District will pay the Architect as described in **Exhibit "B"** for Extra Services that the District or the District's authorized representative verbally requests, provided that the Architect confirms each request in writing pursuant to the notice requirements of this Agreement, provides the District the opportunity to rescind or otherwise clarify the nature and/or scope of the request after receipt of notice, and Architect proceeds with those Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

#### **Article 8. Ownership of Data**

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for District to use, at its discretion, all plans, including, but not limited to, record drawings, specifications, and estimates that the Architect or its Consultants, prepares or causes to be prepared pursuant to this Agreement.
- 8.2. The Architect retains all rights to all copyrights, designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that the Architect or its Consultants prepares or causes to be prepared pursuant to this Agreement.
- 8.3. The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting (CADD) (e.g., AutoCAD) Technology. The Architect shall deliver to the District, on request, a "thumb" drive or other District-approved media, electronic transfer or weblink, with these documents and that is compatible with the most current version of AutoCAD. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4. In order to evidence what CADD information was provided to the District, Architect and District shall each sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by any person other than the Architect or Consultant(s) subsequent to it being provided to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, the Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service") in an electronic format requested by District and which the District shall have the right to utilize in any way permitted by statute:
  - 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
  - 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.

- 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF and/or DWG format of the site plan, floor plans (architectural, plumbing, structural mechanical and electrical), roof plan, sections and exterior elevations of the Project.
- 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
- 8.6. In the event the District changes or uses any fully or partially completed documents without the Architect's knowledge and participation, the District agrees to release Architect of responsibility for those changes, and shall indemnify the Architect harmless from and against any and all claims, including, but not limited to, reasonable attorneys' fees, on account of any damages or losses to property or persons, including injuries or death, arising out of that change or use except to the extent the Architect is found to be liable in a forum of competent jurisdiction. In the event District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify the Architect and the Architect's Consultants.

#### **Article 9. Termination of Agreement**

- 9.1. If Architect fails to perform the Services to the reasonable satisfaction of the District and as required by this Agreement, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice District for all Services performed until the date of the notice of termination. District shall have the right to withhold payment and deduct from Architect's invoice, any amounts equal to District's costs caused by Architect's negligent errors or omissions, recklessness, or willful misconduct. The District may, at its discretion, provide the Architect time to cure its default or breach.
- 9.2. District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District according to the percentage completed based on Exhibit D and District shall pay all undisputed invoice(s) for Services performed until the date of District's written notice of termination, not to exceed the Fee.
- 9.3. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of the termination.
- 9.4. The Architect has the right to terminate this Agreement if the District fails to make payment of undisputed amounts due to Architect hereunder. That termination shall be effective on the date District receives written notice of the termination from Architect. Architect may invoice District according to the percentage completed based on Exhibit D and District shall pay all undisputed invoice(s) for Services performed until the Architect's notice of termination, not to exceed the Fee.
- 9.5. If, at any time in the progress of the Design of the Project, the governing board of the District determines that the Project should be terminated, the Architect, upon written notice from the District of a termination, shall immediately cease performing Services. The District shall pay the Architect only the fee associated with the Services performed, from Architect's last paid invoice up to the date of the notice of termination, not to exceed the Fee.
- 9.6. If the District suspends the Project for more than one hundred twenty (120) consecutive days, the

Architect shall be compensated for Services performed prior to the notice of suspension. When the Project is resumed, the schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. If the District suspends the Project for more than eighteen (18) months, the Architect may terminate this Agreement by giving written notice.

#### **Article 10. Architect Indemnity**

- 10.1. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify, protect, defend and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Architect, its directors, officials, officers, employees, contractors, subcontractors, Consultants or agents arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes Architect's liability as to the active or sole negligence or willful misconduct of the District.
- 10.2. The following shall be Claims, to the extent they satisfy the definition of Claims herein:
- 10.2.1. **The cost of Project delays.** Without limiting Architect's liability for indirect cost impacts due to Project delays, the direct costs for which the Architect shall be liable shall be proportionate to the amount the District is liable to the Project contractor(s), subcontractor(s), suppliers, inspector(s), construction manager(s) for the Project delays, including the proportionate cost of interim housing necessitated by Project delays, to the extent that the Project delays arise out of, pertain to, relate to or result from the negligent errors or omissions, recklessness, or willful misconduct of Architect in the performance of any Services that falls below the Standard of Care as defined herein.
- 10.2.2. **The cost of construction change orders for errors and omissions.** Without limiting Architect's liability for indirect cost impacts, the direct costs for which the Architect shall be liable shall equal the difference between the cost of the change order(s) and the reasonable cost of the work had that work been a part of the originally prepared construction documents, to the extent that the change order(s) arise out of, pertain to, relate to or result from the negligent errors or omissions, recklessness, or willful misconduct of Architect in the performance of any Services that falls below the Standard of Care as defined herein.
- These amounts may be paid by Architect to District or the District may in reasonable good faith withhold those costs from amounts owing to Architect, pending resolution of the dispute.
- 10.3. Architect's duty to indemnify and defend under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until any such Claim(s) are barred by the applicable statute of limitations and is in addition to any other rights or remedies that the District may have under the law or under this Agreement.
- 10.4. The Architect's duty to defend shall begin upon the District's notification to the Architect of a Claim. At that time, the Architect shall pay for that defense at its sole cost. At the resolution of a Claim, either by dispute resolution, settlement, litigation, arbitration or otherwise, the District and Architect shall base their proportionate percentage of fault for the Claim either upon (1) the determination of a third-party neutral that adjudicated or settled the claim (e.g., a mediator, an arbitrator, a judge, etc.)



or (2) if no determination was made, based on a good faith determination of the District and the Architect. At that time the Parties shall determine the cost to defend that is chargeable to the Architect and a payment from one Party to the other Party shall be made within sixty (60) days to satisfy that reconciliation.

#### **Article 11. Mandatory Mediation for Claims**

- 11.1. The Parties hereto agree prior to commencing any legal action relating to any Claim, as defined herein, to submit the Claim to a mandatory good-faith mediation process ("Mediation"). The Parties' expectations are that if the Claim is made by a third party (e.g., a contractor), that the third party will be a participant in that Mediation. The Parties agree that any statute of limitations applicable to any Claim shall be tolled for the period from the date a Party requests Mediation through fourteen (14) days after termination of the Mediation, unless otherwise agreed to by the Parties.
- 11.2. Except as set forth below, the Parties agree to refrain from filing, maintaining or prosecuting any action related to the Claim during the pendency of the Mediation provided that the Mediation must commence within thirty (30) days after a Party makes written demand to the other for Mediation.
- 11.3. The Parties shall participate in a minimum of one full-day mediation session before the Mediation may be declared unsuccessful and terminated by either Party. The Mediation shall be conducted in accordance with the rules as the Parties agree upon, or in the absence of agreement, in accordance with the Commercial Mediation Rules of JAMS/Endispute. Evidence of anything said, any admissions made, and any documents prepared in the course of the Mediation shall not be admissible in evidence or subject to discovery in any court action pursuant to Evidence Code Section 1152.5.
- 11.4. The Parties shall mutually agree to the selection of a mediator who is an attorney that is experienced in public works construction claims. If the Parties are unable to agree upon a mediator, then the mediator shall be appointed by JAMS/Endispute.
- 11.5. The Mediation shall take place at a location within twenty (20) miles of the District's administrative office. The mediator's fees and administrative fees, if any, shall be split equally between the Parties, but, unless otherwise agreed to in writing, each Party shall bear its own attorney's fees.
- 11.6. If any Party commences a legal action without first attempting to resolve the Claim as required by this Article 11, that Party shall be in breach of this Agreement and shall not be entitled to recover attorney's fees that might have otherwise been recoverable.
- 11.7. This mandatory mediation process shall only apply to Claims pursuant to the Architect Indemnity provision herein and shall not apply to any disputes to be resolved pursuant to the Alternative Dispute Resolution provision herein.

#### **Article 12. Fingerprinting**

Architect has read and understands Education Code section 45125.2 and acknowledges that, according thereto, the Parties have determined and agreed that the Services provided by the Architect, Consultants, and their employees will have only limited contact with pupils at most. Architect agrees that it is responsible for complying with Education Code section 45125.1 throughout the completion of the Services. Architect shall promptly notify District in writing of any facts or circumstances which might reasonably lead District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).

#### **Article 13. Responsibilities of the District**

- 13.1. The District shall examine the documents submitted by the Architect and shall render any decision(s) required of District, in a timely manner to avoid unreasonable delay in the performance of Architect's Services.
- 13.2. The District shall verbally or in writing advise the Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide a notice shall not relieve Architect of its responsibility therefore, if any.
- 13.3. Unless the District and the Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when those services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to these matters which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall indicate that the specifications prepared by District's consultant relating to these matters, are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The bid documents shall also direct questions about the specifications to the consultant that prepared the specifications.
- 13.4. District personnel and/or its designated representatives shall coordinate with Architect as may be requested and beneficial for the coordination or management of work related to the Project.
- 13.5. The District shall timely provide to the Architect all relevant information in its possession regarding the Project that is necessary for performance of Architect's Services.
- 13.6. The District shall pay all fees required by agencies having jurisdiction over the Project.

**Article 14. Liability of District**

- 14.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed.
- 14.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees and Consultants, even though the equipment may be furnished or loaned to Architect by District.

**Article 15. Nondiscrimination**

- 15.1. Architect agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected characteristic of a person.
- 15.2. Architect shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.

**Article 16. Insurance**

- 16.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit E**.
- 16.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit E**.

**Article 17. Covenant Against Contingent Fees**

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Fee or consideration or to recover the full amount of a fee, commission, percentage fee, gift, or contingency.

**Article 18. Entire Agreement/Modification**

- 18.1. This Agreement, including the Exhibits incorporated by reference into this Agreement, is considered a completely integrated agreement, supersedes all previous contracts or agreements of any kind, oral or written, and constitutes the entire understanding an agreement of the Parties hereto. No extrinsic evidence of any kind or character may be admitted to alter or amend the terms of this completely integrated agreement, unless evidenced by an amendment to the Agreement as provided for herein. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement.
- 18.2. This Agreement shall not include or incorporate the terms of any proposal, general conditions, conditions, master agreement, or any other terms or documents prepared by the Architect. The attachment of any Architect-prepared document to this Agreement shall not be interpreted or construed to incorporate those terms into this Agreement, unless the District approves of that incorporation in a separate writing signed by the District. If proposals, quotes, statement of qualifications, or other similar documents prepared by the Architect are incorporated into this Agreement, then that incorporation shall be limited to those terms that describe only the Architect's scope of work, rates, price, and schedule.

**Article 19. Non-Assignment of Agreement**

This Agreement is intended to secure the specialized Services of the Architect. Therefore, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any purported assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any purported assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void.

**Article 20. Law, Venue**

- 20.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and

governed by the laws of the State of California.

- 20.2. The county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

## **Article 21. Alternative Dispute Resolution**

### **21.1. Architect's Invoices.**

21.1.1. If the District disapproves of any portion or amount(s) of the Architect's invoices, the District shall within thirty (30) days of receipt by the District of any of the Architect's invoices, communicate to the Architect in writing, with reasonable detail, the portion or amount of the Architect's invoices that are disapproved for payment, the portion or amount of the Architect's invoices that are approved for payment, and the basis for the District's disapproval of the disputed portion(s) or amount(s) of the Architect's invoices ("Disputed Architect Invoice Detail").

21.1.2. If the Architect disagrees with the Disputed Architect Invoice Detail, the Architect shall communicate to the District in writing, and request to meet and confer in good faith with respect to the Disputed Architect Invoice Detail, to determine if the disagreement can be resolved. The meet and confer shall be scheduled to occur within thirty (30) days of Architect's request. The meet and confer shall include, but are not limited to, face-to-face meeting(s) with the appropriate District and Architect personnel as appropriate and necessary.

21.1.3. If the Parties cannot resolve the matter during this meet and confer process, the Parties shall handle the matter as a "dispute" as provided herein.

### **21.2. Disputes between the parties arising out of this Agreement shall be resolved by the following processes:**

21.2.1. **Negotiation.** The parties shall first attempt in good faith to resolve any dispute arising out of or relating to this Agreement by negotiation. The Parties' meet and confer process for Disputed Architect Invoice Detail as detailed above, shall satisfy this negotiation requirement.

21.2.2. **Mediation.** Within thirty (30) days following the earlier of receipt of notice by one Party from the other Party of a demand for mediation, the Parties shall:

21.2.2.1. Administer the dispute pursuant to the Mandatory Mediation provisions indicated herein, or

21.2.2.2. If there are no other parties involved, administer the dispute pursuant to non-binding mediation administered in accordance with the Commercial Mediation Rules of JAMS/Endispute, unless waived by mutual stipulation of both Parties.

21.2.3. **Litigation.** Disputes arising from this Agreement that cannot be settled through negotiation or mediation (after those processes have been exhausted) shall be litigated in the California Superior Court in the county in which the Project that is the subject of this Agreement is located.

### **21.3. Architect shall neither rescind nor stop the performance of its Services pending the outcome of any dispute.**

## **Article 22. Severability**

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

## **Article 23. Employment Status**

- 23.1. Architect shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which the Architect performs the Services; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 23.2. Architect understands and agrees that the Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 23.3. Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.
- 23.4. Should a relevant taxing authority determine a liability for Services performed by Architect for District, upon notification of such fact by District, Architect shall promptly remit such amount due or arrange with District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against that liability).
- 23.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect was not an employee.
- 23.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

## **Article 24. Warranty and Certification of Architect**

- 24.1. Architect warrants and certifies that the Architect is properly certified and licensed under the laws and regulations of the State of California to provide the Services that it has agreed to perform.
- 24.2. Architect warrants and certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-

insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services.

- 24.3. Architect warrants and certifies that it is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). Since the Architect is performing Services as part of an applicable “public works” or “maintenance” project, and since the total compensation is One Thousand Dollars (\$1,000) or more, the Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all applicable Prevailing Wage Laws. Architect shall ensure that it and its Consultants comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5.

**Article 25. Cost Disclosure - Documents and Written Reports**

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Agreement exceeds Five Thousand Dollars (\$5,000).

**Article 26. Notices and Communications**

Notices and communications between the Parties may be sent to the following addresses:

**District:**

Mountain View Whisman School District  
1400 Montecito Ave.  
Mountain View, CA 94043  
ATTN: Ayinde Rudolph  
Telephone: 650-526-8907

**Architect:**

ARTIK ART & ARCHITECTURE  
394-A Umbarger Road  
San Jose, CA 94111  
Attn: Marty Hochroth  
Telephone: 408-224-9890

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the day after delivery.

**Article 27. Disabled Veteran Business Enterprise Participation**

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the “Act”). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, the Architect, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount paid to DVBEs in conjunction with the Agreement, and documentation demonstrating the Architect’s good faith efforts to meet these DVBE goals.

**Article 28. District’s Right to Audit**

- 28.1. District retains the right to review and audit, and the reasonable right of access to Architect’s and any Consultant’s premises to review and audit the Architect’s compliance with the provisions of this Agreement (“District’s Audit Right”). The District’s Audit Right includes the right to inspect, photocopy, and to retain copies, outside of the Architect’s premises, of any and all Project-related records, documents and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

- 28.2. The District's Audit Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines are necessary to discover and verify that the Architect is in compliance with the requirements of this Agreement.
- 28.3. If there is a claim for additional compensation or for Extra Services, the District's Audit Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 28.4. The Architect shall maintain complete and accurate records for a minimum of seven (7) years and in accordance with generally accepted accounting practices in the industry. The Architect shall make available to the District for review and audit, all Project related accounting records and documents, and any other financial data. Upon District's request, the Architect shall submit exact duplicates of originals of all requested records to the District.
- 28.5. The Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that this Article is binding upon all Consultants.
- 28.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related documents, records and information.
- 28.7. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of more than Ten Thousand Dollars (\$10,000), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of the District, or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement.

#### **Article 29. Other Provisions**

- 29.1. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Architect's failure to perform any of the Services to the Standard of Care as defined herein.
- 29.2. Each Party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each Party acknowledges that the drafting of this Agreement was the product of negotiation, that no Party is the author of this Agreement, and that this Agreement shall not be construed against any Party as the drafter of the Agreement.
- 29.3. The Architect shall issue a credit to the District as an offset to the Architect's Fee, an amount equal to fifty percent (50%) of the actual tax benefit derived by the Architect or its shareholders based on the Project per Internal Revenue Code Section 179(D) (The energy efficient commercial buildings deduction).
- 29.4. The Architect acknowledges that the District is a public agency that is subject to heightened curiosity by the news media and the public and that the Architect may not be apprised of all facts surrounding the Project that Architect is working on. Accordingly, Architect shall promptly refer all inquiries from the news media or public concerning this Agreement or its performance under the Agreement to the District, and Architect shall not make any statements or disclose any documents to the media or the public relating to the performance under this Agreement or the effects caused thereby. If Architect

receives a complaint from a citizen or member of the public concerning the performance or effects of this Agreement, it shall promptly inform the District of that complaint. In its sole discretion, the District shall determine the appropriate response to the complaint.

- 29.5. **Confidentiality.** Architect, and its Consultants, and employee(s) shall maintain the confidentiality of all information received in the course of performing the Services. Architect understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 29.6. All Exhibits and all Certificates attached hereto are hereby incorporated by this reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

Dated: \_\_\_\_\_, 20\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_

**Mountain View Whisman School District**

**Artik Art and Architecture**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_



**EXHIBIT A  
RESPONSIBILITIES AND SERVICES OF ARCHITECT  
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**Project Description.** The Project shall include the design of the following at Huff, Landels, and Mistral Elementary Schools (“**School Site(s)**”):

- Purchase and installation of prefabricated, standalone toilet buildings and associated site work

Architect shall provide all professional services necessary for completing the following:

**1. BASIC SERVICES**

Architect agrees to provide the services described below:

- 1.1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all Master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services.
- 1.2. The District shall provide all information available to it to the extent the information relates to Architect’s scope of work. This information shall include, if available;
  - 1.2.1. Physical characteristics;
  - 1.2.2. Legal limitations and utility locations for the Project site(s);
  - 1.2.3. Written legal description(s) of the Project site(s);
  - 1.2.4. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
  - 1.2.5. Adjacent drainage;
  - 1.2.6. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
  - 1.2.7. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;

- 1.2.8. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
- 1.2.9. Surveys, reports, as-built drawings; and
- 1.2.10. Subsoil data, chemical data, and other data logs of borings.

Architect shall Visually Verify this information and all existing utilities related to the Project, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design or if the Architect requires a topographical survey; geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, the Architect shall request that the District acquire that information at the soonest possible time after Architect becomes aware that this additional information is needed. If the Parties mutually agree, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

- 1.3. **Technology Backbone.** Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with the District's Information Technology Department and/or the District's technology consultant, and lay out any included technology backbone system. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. Architect and consultant(s) shall prepare and be responsible for documents prepared by the Architect based on the information provided by the District's technology consultant as appropriate to the level of design completion.

- 1.4. **Interior Design.** Provide interior design and other similar services required for or in connection with selection and color coordination of materials. Architect is required to coordinate the placement of furniture, equipment layout, or schematic space allocation. The District shall procure furnishings and moveable equipment. Advise the District on lead times and availability of all Project equipment, materials, supplies, and furnishings to ensure that all of these will be available to the District in a timely fashion so as to not delay the Project and/or delay the District's beneficial occupancy of the Project.

- 1.5. **Mandatory Assistance**

Except for Claims as defined in this Agreement, if a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

The District will compensate the Architect for fees incurred for providing Mandatory Assistance as Extra Services under Exhibit B. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the negligent acts, errors, or omissions of the Architect, its agents,

officers, and employees, the Architect shall reimburse the District based on its final determined percentage of proportionate fault. The determination of Architect's proportionate percentage of fault shall be determined consistent with the procedure set forth in the "Architect Indemnity" provisions of this Agreement. The District is then entitled to reimbursement of all fees paid to the Architect, its agents, officers, and employees for Mandatory Assistance.

#### 1.6. **Oversight and Inspection Requirements**

- 1.6.1. The Architect agrees and acknowledges that the Architect must comply with all applicable DSA requirements, including the requirements of the most recent versions (including any updates to any of these documents made by DSA during the performance of the Services) of DSA documents PR 13-01 (Procedure: Construction Oversight Process) attached hereto as **Exhibit F ("PR 13-01")**, IR A-6 (Interpretation of Regulations: Construction Change Document Submittal and Approval Process) attached hereto as **Exhibit G ("IR A-6")**, DSA Form 3 (Project Submittal Checklist) attached hereto as **Exhibit H ("Form 3")**, and all other applicable documents and requirements.
- 1.6.2. **Distribution of CCD Category A Documents:** The Architect shall provide the Contractor and Project Inspector with DSA approved CCD Category A prior to commencement of work shown thereon.
- 1.6.3. **CCD Category A Statement in Final Verified Report.** The final verified report (form DSA-6A/E) from the Architect must include a statement that all changes to or affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project have been approved by DSA.

## 2. **PRE-DESIGN AND START-UP SERVICES**

### 2.1. **Project Initiation**

Upon final execution of the Agreement with the District, the Architect shall:

- 2.1.1. Within the first week following execution of the Agreement, review the proposed Schedule of Work set forth in Exhibit C to the Agreement and prepare a detailed scope of work list and work plan for documentation in a computer-generated Project schedule to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for the review and approval by the District and by all regulatory agencies and additional definition of deliverables.
- 2.1.2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

### 2.2. **Development of Architectural Program**

The Architect shall prepare for the District's review an architectural program as follows:

- 2.2.1. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data

pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.

- 2.2.2. Review DSA codes pertaining to the proposed Project design.
- 2.2.3. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- 2.2.4. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.
- 2.2.5. Administer Project as required to coordinate work with the District and between Consultants.
- 2.2.6. Construction Cost Budget
  - 2.2.6.1. Architect shall have responsibility to further develop review, and reconcile the Construction Cost Budget within the parameters of the Project Budget established in the District's implementation plan. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional architectural programs as approved by the District. The following conditions apply to the Construction Cost Budget prepared by the Architect:
    - 2.2.6.1.1. All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and its representatives.
    - 2.2.6.1.2. Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.
    - 2.2.6.1.3. Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.
    - 2.2.6.1.4. The Architect shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.
    - 2.2.6.1.5. One week prior to submittal of documents, the Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
    - 2.2.6.1.6. Mechanical, electrical, civil, landscape and estimating consultant(s) shall participate in the progress meeting as appropriate and shall

provide input and feedback into the development of the Construction Cost Budget.

- 2.2.6.2. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

### 2.3. **Presentation**

Architect along with any involved consultant(s) shall present and review with the District and, if directed, with it's the District's governing board, the summary and detail of work involved in this Phase, including two dimensional renderings of any proposed facility suitable for public presentation.

### 2.4. **Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one copy of each item in electronic format:

- 2.4.1. Two copies of Architectural Program (Include comparison between developed program and "model" program, include narrative explaining any substantial deviations);
- 2.4.2. Two copies of Site Plan;
- 2.4.3. Two copies of revised Construction Cost Budget;
- 2.4.4. Two copies of final Schedule of Work;
- 2.4.5. Two copies of meeting Reports/Minutes from Kick-off and other meetings;
- 2.4.6. Two copies of renderings provided to District for public presentation.

### 2.5. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

## 3. **SCHEMATIC DESIGN PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

- 3.1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
- 3.2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

### **3.3. Architectural**

- 3.3.1. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
- 3.3.2. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
- 3.3.3. As applicable, identify proposed roof system, deck, insulation system and drainage technique.
- 3.3.4. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
- 3.3.5. Identify code requirements, include occupancy classification(s) and type of construction.

### **3.4. Structural**

- 3.4.1. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists); with preliminary sizing identified.
- 3.4.2. Identify foundation systems (including fill requirements, piles, caissons, spread footings); with preliminary sizing identified.

### **3.5. Mechanical**

- 3.5.1. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.
- 3.5.2. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- 3.5.3. Show selected system on drawings as follows:
  - 3.5.3.1. Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
  - 3.5.3.2. Location and preliminary sizing of all major equipment and duct work in allocated spaces.
  - 3.5.3.3. Schematic piping.
  - 3.5.3.4. Temperature control zoning.
- 3.5.4. Provide design criteria to include the intent base of design for the projects.
- 3.5.5. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

**3.6. Electrical**

- 3.6.1. Calculate overall approximate electrical loads.
- 3.6.2. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
- 3.6.3. Show system(s) selected on drawings as follows:
  - 3.6.3.1. Single line drawing(s) showing major distribution system.
  - 3.6.3.2. Location and preliminary sizing of all major electrical systems and components including:
    - 3.6.3.2.1. Load centers.
    - 3.6.3.2.2. Main panels.
    - 3.6.3.2.3. Switch gear.
- 3.6.4. Provide design criteria to include the intent base of design for the projects.
- 3.6.5. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

**3.7. Civil**

- 3.7.1. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- 3.7.2. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.
- 3.7.3. Coordinate finish floor elevations with architectural site plan.

**3.8. Landscape**

Develop and coordinate landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

**3.9. Specifications**

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents ("Division 0" documents) and Division 1 documents as part of its work under the Agreement.

**3.10. Construction Cost Budget**

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

3.10.1. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.

3.10.1.1. General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.

3.10.2. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.

3.10.3. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

3.10.4. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

3.10.5. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

3.10.6. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

### 3.11. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated and requested by District and School Site staff as necessary, conduct meetings, site visits, and workshops. Architect shall take part in any and all reasonably necessary meetings requested by District and School Site staff during the Schematic Design Phase.

### 3.12. **Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

3.12.1. Two copies of breakdown of Construction Cost Budget as prepared for this Phase;

3.12.2. Two copies of meeting Reports/Minutes;

3.12.3. Two copies of Schematic Design Package with alternatives;

3.12.4. Two copies of a statement indicating changes made to the Architectural Program and Schedule;



- 3.12.5. Two copies of DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

**3.13. Presentation**

- 3.13.1. Architect shall present and review with the District the detailed Schematic Design.
- 3.13.2. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

**3.14. District Sign Off**

- 3.14.1. Architect shall not begin Design Development Phase services until the District has approved of the Schematic Design Package in writing.

**4. DESIGN DEVELOPMENT PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare from the accepted deliverables from the Schematic Design Phase the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of work:

**4.1. Architectural**

- 4.1.1. Scaled, dimensioned floor plans with final room locations including all openings.
- 4.1.2. 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- 4.1.3. Identification of all fixed equipment to be installed in contract.
- 4.1.4. Site plan completely drawn with beginning notes and dimensions including grading and paving.
- 4.1.5. Preliminary development of details and large scale blow-ups.
- 4.1.6. Legend showing all symbols used on drawings.
- 4.1.7. Floor plans identifying all fixed and major movable equipment and furniture.
- 4.1.8. Further refinement of Outline Specification for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- 4.1.9. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
  - 4.1.9.1. Light fixtures.
  - 4.1.9.2. Ceiling registers or diffusers.
  - 4.1.9.3. Access Panels.

**4.2. Structural:**

- 4.2.1. Structural drawing with all major members located and sized.
- 4.2.2. Establish final building and floor elevations.
- 4.2.3. Preliminary specifications.
- 4.2.4. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

**4.3. Mechanical**

- 4.3.1. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
- 4.3.2. Major mechanical equipment should be scheduled indicating size and capacity.
- 4.3.3. Ductwork and piping should be substantially located and sized.
- 4.3.4. Devices in ceiling should be located.
- 4.3.5. Legend showing all symbols used on drawings.
- 4.3.6. More developed Outline Specifications indicating quality level and manufacture.
- 4.3.7. Control Systems to be identified.
- 4.3.8. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

**4.4. Electrical**

- 4.4.1. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.
- 4.4.2. All major electrical equipment should be scheduled indicating size and capacity.
- 4.4.3. Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.
- 4.4.4. Legend showing all symbols used on drawings.
- 4.4.5. More developed and detailed Outline Specifications indicating quality level and manufacture.
- 4.4.6. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

**4.5. Civil**

- 4.5.1. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.
- 4.5.2. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

**4.6. Landscape**

Further refinement of Schematic Design concepts. Includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

**4.7. Bid Documents**

Architect shall review and comment on District's construction bid contracts and contract documents ("Division 0" documents and "Division 1" documents) as part of its work under the Agreement.

**4.8. Construction Cost Budget**

- 4.8.1. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget:
- 4.8.2. Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups, and general conditions shall be listed separately.
- 4.8.3. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- 4.8.4. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- 4.8.5. At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

**4.9. Deliverables and Numbers of Copies**

- 4.9.1. Two copies of Design Development drawing set from all professional disciplines necessary to deliver the Project;
- 4.9.2. Two copies of Specifications;
- 4.9.3. Two copies of revised Construction Cost Budget;

- 4.9.4. Two copies of DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

**4.10. Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated and requested by District and School Site staff as necessary, conduct meetings, site visits, and workshops. Architect shall take part in any and all reasonably necessary meetings requested by District and School Site staff during the Design Development Phase.

**4.11. District Sign Off**

Architect shall not begin Design Development Phase services until the has approved the Design Development floor plan in writing.

**5. CONSTRUCTION DOCUMENTS PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work:

**5.1. Construction Documents ("CD") 50% Stage:**

**5.1.1. General**

Prior to listing any specific equipment, material, supply, or furnishing, Architect shall verify, list and identify lead times and availability of all Project equipment, materials, supplies, and furnishings and ensure that all of these will be available to the contractor(s) in a timely fashion so as to not delay the Project and/or delay the District's beneficial occupancy of the Project. The Architect shall also provide other options to the District regarding other possible and more available equipment, materials, supplies, or furnishings.

**5.1.2. Architectural**

5.1.2.1. Site plan developed to show building location, and major site elements.

5.1.2.2. Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.

5.1.2.3. Architectural details and large blow-ups started.

5.1.2.4. Well developed finish, door, and hardware schedules.

5.1.2.5. Fixed equipment details and identification started.

- 5.1.2.6. Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
- 5.1.3. Structural
  - 5.1.3.1. Structural floor plans and sections with detailing well advanced.
  - 5.1.3.2. Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
  - 5.1.3.3. Completed cover sheet with general notes, symbols and legends.
- 5.1.4. Mechanical
  - 5.1.4.1. Mechanical calculations virtually completed with all piping and ductwork sized.
  - 5.1.4.2. Large scale mechanical details started.
  - 5.1.4.3. Mechanical schedule for equipment substantially developed.
  - 5.1.4.4. Complete design of Emergency Management System (“EMS”).
- 5.1.5. Electrical
  - 5.1.5.1. Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.
  - 5.1.5.2. Distribution information on all power consuming equipment; lighting and device branch wiring development well started.
  - 5.1.5.3. All electrical equipment schedules started.
  - 5.1.5.4. Special system components approximately located on plans.
  - 5.1.5.5. Complete design of low voltage system. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.
- 5.1.6. Civil
  - 5.1.6.1. All site plans, site utilities, parking, walkway, and roadway systems updated to reflect update revisions from Design Development Phase Documents, including all topographical and major site elements and existing/proposed contour lines.
  - 5.1.6.2. Site utility plans started.
- 5.1.7. Landscape
  - All landscape, hardscape, and irrigation plans updated to reflect update revisions from Design Development Phase Documents.
- 5.1.8. Construction Cost Budget

5.1.8.1. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development Phase revisions to the Construction Cost Budget. Architect shall provide a Construction Cost Budget sorted by the Project Bid Packages.

5.1.8.2. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

5.1.8.3. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

5.1.8.4. At this stage of the design, the Construction Cost Budget may include design contingencies of no more than 5% in the cost estimates.

5.1.9. Specifications

More than fifty percent (50%) complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

5.1.9.1. No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

5.1.9.1.1. The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400, or

5.1.9.1.2. The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code, section 3400

5.1.9.2. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.

5.1.9.3. Specifications shall be in CSI format.

5.1.10. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

5.1.10.1. Two copies of reproducible copies of working drawings;

5.1.10.2. Two copies of specifications;

5.1.10.3. Two copies of statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

5.1.10.4. Two copies of a statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the

previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

**5.1.11. District Sign Off**

Architect shall not begin Construction Documents – 100% / Completion Stage services until the District has approved the then current fixtures, equipment, and finishes prepared by Architect in writing.

**5.2. Construction Documents – 100% / Completion Stage:**

**5.2.1. Architectural**

5.2.1.1. Completed site plan.

5.2.1.2. Completed floor plans, elevations, and sections.

5.2.1.3. Architectural details and large blow-ups completed.

5.2.1.4. Finish, door, and hardware schedules completed, including all details.

5.2.1.5. Fixed equipment details and identification completed.

5.2.1.6. Reflected ceiling plans completed.

**5.2.2. Structural**

5.2.2.1. Structural floor plans and sections with detailing completed.

5.2.2.2. Structural calculations completed.

**5.2.3. Mechanical**

5.2.3.1. Large scale mechanical details complete.

5.2.3.2. Mechanical schedules for equipment completed.

5.2.3.3. Completed electrical schematic for environmental cooling and exhaust equipment.

5.2.3.4. Complete energy conservation calculations and report.

**5.2.4. Electrical**

5.2.4.1. Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.

5.2.4.2. Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

5.2.4.3. All electrical equipment schedules completed.

5.2.4.4. Special system components plans completed.

5.2.4.5. Electrical load calculations completed.

5.2.5. Civil

All site plans, site utilities, parking and roadway systems completed.

5.2.6. Construction Cost Budget

5.2.6.1. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the 50% Construction Documents Phase revisions to the Construction Cost Budget.

5.2.6.2. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

5.2.6.3. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

5.2.6.4. At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

5.2.7. Specifications

5.2.7.1. Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

5.2.7.2. No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

5.2.7.2.1. The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400; or

5.2.7.2.2. The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code, section 3400.

5.2.7.3. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.

5.2.7.4. At one hundred percent (100%) review, District shall review the specifications and shall direct Architect to make corrections at no cost to the District.

5.2.7.5. Coordination of the Specifications with specifications developed by other disciplines.

5.2.7.6. Specifications shall be in CSI format.



5.2.8. **Constructability Review**

The District and/or its designee shall conduct a construction review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report.

5.2.9. **Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

5.2.9.1. Two copies of reproducible copies of working drawings;

5.2.9.2. Two copies of specifications;

5.2.9.3. Two copies of engineering calculations;

5.2.9.4. Two copies of revised Construction Cost Budgets;

5.2.9.5. Two copies of statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

5.2.9.6. Two copies of DSA file including all correspondence, meeting, back check comments, checklists to date;

5.2.9.7. Two copies of a statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

5.2.10. **District Sign Off**

Architect shall not begin Construction Documents (CD) Final Back-Check Stage services until the District approved of the final fixtures, equipment, and finishes prepared by Architect in writing.

5.3. **Construction Documents (CD) Final Back-Check Stage**

The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.

5.3.1. **Approval of Construction Documents.** Architect shall obtain all necessary approvals for the Construction Documents for the Project from governmental agencies with jurisdiction therefor as necessary for the bidding and construction of the Work depicted in the Construction Documents, including without limitation, approvals by DSA. Architect shall revise the Construction Documents as required by DSA or other governmental agencies to obtain their respective approvals of the Construction Documents. Except for the Architect's fees (which are included in the Contract Price for Basic Services) incurred in obtaining the approvals or preparing revisions pursuant to the foregoing, the District shall pay all other costs or fees necessary for obtaining the approvals.

- 5.3.2. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:
  - 5.3.2.1. Drawings: Original tracings of all drawings on Architect's tracing paper with each Architect/consultant's State license stamp.
  - 5.3.2.2. Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- 5.3.3. Architect shall update and refine the consultants' completed Construction Documents.
- 5.3.4. **District Sign Off**

Architects Construction Documents Phase services shall not be deemed complete until the District has approved the final Construction Documents in writing.

#### 5.4. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated and requested by District and School Site staff as necessary, conduct meetings, site visits, and workshops. Architect shall take part in any and all reasonably necessary meetings requested by District and School Site staff during the Construction Document Phase.

### 6. **BIDDING PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall perform Bidding Phase services for District as follows:

- 6.1. Contact potential bidders and encourage their participation in the Project.
- 6.2. Coordinate the development of the bidding procedures and the construction contract documents with the District.
- 6.3. The development of the bidding procedures and the construction contract documents shall be the joint responsibility of the District and the Architect.
- 6.4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
- 6.5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
- 6.6. Attend bid opening.
- 6.7. Coordinate with Consultants.
- 6.8. Respond to District questions and clarifications.
- 6.9. Deliverables and Number of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

- 6.9.1. Two copies of meeting report/minutes from kick-off meeting;
- 6.9.2. Two copies of meeting report/minutes from pre-bid site walk;
- 6.9.3. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set, and one (1) electronic set of plans in AutoCAD 2006 or compatible set and one (1) electronic copy of the conforming specifications in Microsoft Word.

## **7. CONSTRUCTION ADMINISTRATION PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall perform Construction Administration Phase services for the District as follows:

- 7.1. The Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.

### **7.2. Change Orders**

- 7.2.1. Architect shall review all of contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the contractor for clarification, or rejected.
- 7.2.2. The Architect shall furnish all necessary additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these drawings from the Architect and shall be at no additional cost unless designated as Extra Services by the District. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

### **7.3. Submittals**

- 7.3.1. Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and change orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- 7.3.2. Architect shall review contractor's schedule of submittals and advise the District on whether that schedule is complete. The Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.

- 7.3.3. The Architect's action upon contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed ten (10) business days from its receipt by the Architect, unless the complexity of the submittal warrants a longer time period for the review to be mutually agreed upon by both parties. Architect's response to each submittal shall be a substantive and acceptable response. This 10-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents.
- 7.4. **RFIs.** During the course of construction, all Requests for Information ("RFI") must be responded to as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from the receipt by the Architect, unless the complexity of the RFI warrants a longer time period for review as reasonably agreed to by the District in writing in its sole discretion. Architect's response to each RFI shall be a substantive and acceptable response. This 7-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents.
- 7.5. On the basis of on-site observations, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall notify the District in writing of any defects or deficiencies in the work by any of the District's contractors that the Architect may observe. However, the Architect shall not be a guarantor of the contractor's performance. Further, The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.
- 7.6. **Rejection of Work.** The Architect shall have the authority, only after pre-approval of the District, to reject Project contractor(s)'s work that does not conform to the requirements of the construction contract documents. The Architect shall have the authority, upon its sole discretion, to reject Project contractor(s)'s work that presents an immediate risk of injury to persons.
- 7.7. **Quality Control/Punch List Process.** Architect shall evaluate during the Construction Administration and Closeout Phases the contractor(s)' execution and overall delivery of its work throughout the construction process shall use its best efforts to ensure the Project meets or exceeds the criteria as set forth in the Conforming Set. The Parties acknowledge that this process is not commissioning of the Project or the Project's system(s).
- 7.7.1. The Quality Control/Punch List ("QC"/"Punch") Process is a comprehensive and systematic process to verify that the building systems and assemblies are constructed and installed as designed to meet the District's requirements. Quality Control during the Construction Phase, the Closeout Phase, and all warranty periods shall achieve the following specific objectives:
- 7.7.1.1. Verify and document that assemblies and equipment are installed per manufacturer's recommendations, product minimum standards, and the design intent expressed in the Contract Documents.

- 7.7.1.2. Verify and document that the manufacturer(s) and designer(s) of assemblies, equipment, and systems have approved the full compliance, performance, and operation of all completed assemblies, equipment, and systems for that they manufactured and/or designed.
  - 7.7.1.3. Verify and document assembly, equipment, and system function.
  - 7.7.1.4. Verify the completeness of operations and maintenance materials.
  - 7.7.1.5. Assist the District so that the District's operating personnel receive all required training and are offered additional and supplemental training, on the operation and maintenance of building assemblies, equipment, and systems, all to be provided by the party responsible for providing that training.
  - 7.7.1.6. In addition to all incomplete items on its punch list, document items of known non-compliance in materials, installation or operation.
- 7.7.2. The QC/Punch Process does not reduce the responsibility of any designers or contractors to provide a finished and fully functioning product.
- 7.8. **As-Built Drawings.** Architect shall review and evaluate for District, the contractor(s)' documentation of the actual construction performed during the Project that the contractor(s) should prepare and submit as As-Built. As-Built are documents that show the actual construction performed during the Project, including changes necessitated by change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
  - 7.8.1. Architect shall provide to contractor(s), electronic "background" copies of all plans on which the contractor(s) shall indicate its "As-Built" in electronic format back to the District.
- 7.9. **Record Drawings.** Only if requested specifically by the District, Architect shall incorporate all information on all As-Built, sketches, details, and clarifications, and prepare one set of final Record Drawings for the District. The Record Drawings shall incorporate onto one set of electronic drawings, all changes from all As-Built, sketches, details, and clarifications. If a set of Record Drawings has been requested by the District, then (1) the Architect shall deliver it to the District at completion of the construction and (2) it shall be a condition precedent to the District's approval of the Architect's final payment. The Architect may insert the following notice on the Record Drawings:
 

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. The Architect has provided a review consistent with its legal standard of care.
- 7.10. **O&M Manuals / Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
- 7.11. Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and apparent deficiencies in construction following the acceptance of the contractor's work.
- 7.12. **Contractor's Application for Payment.** Failure of Architect to perform the following tasks shall be a material breach of the Agreement.
  - 7.12.1. **Development of Payment Procedures.** In consultation with the District and the construction manager, the Architect shall assist in the development and implementation

of procedures, forms and documents for the submittal, review, processing and disbursement of Progress Payments to the Project contractor(s).

- 7.12.2. **Certification of Payment Due.** Based on the Architect's observations and evaluations, the Architect shall certify the amount due on each application for progress payment. The Architect shall review and respond to applications for progress payment in a prompt manner so as to allow the District to timely meet its payment obligations to the Project contractor(s) under the terms of the construction contract documents and applicable law, rule or regulation.
- 7.12.3. **Final Payment.** The Architect shall review, evaluate and certify for payment the Project contractor(s)'s application for final payment. The Architect shall review and respond to the Project contractor(s)'s application for final payment in a prompt manner so as to allow the District to timely meet its obligation to make payment of the Final Payment under applicable law, rule or regulation.
- 7.12.4. Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the contract documents.

#### 7.13. **Deliverables and Number of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

- 7.13.1. Two copies of meeting report/minutes from kick-off meeting;
- 7.13.2. Two copies of observation reports;
- 7.13.3. Two copies of weekly meeting reports.

#### 7.14. **Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

- 7.15. **Duty to Timely Respond to DSA Inquiries.** Architect acknowledges that the District, DSA, and/or the Inspector of Record may require Architect to submit changes or clarifications to the Construction Drawings and other documentation to DSA for its consideration and approval during the Construction Administration Phase ("**DSA Request**"). Any delay by Architect in responding to the DSA Request is likely to result in delays to the Project. Accordingly, Architect shall respond expeditiously and with all due diligence to any DSA Request ("**DSA Response**"), provided that in no event shall the Architect's DSA Response occur later than two (2) days after Architect receives notice of the DSA Request, unless a longer period of time is approved in writing, in advance, by the District.

### 8. **CLOSEOUT PHASE**

- 8.1. As the Construction Administration Phase progresses, the Architect shall perform the following Closeout Phase services for the District as required:

- 8.1.1. Architect shall review the project and observe the construction as required to determine when the contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
- 8.1.2. Architect shall collect from the contractor, review, and forward to the District all written warranties, operation manuals, spare parts, lien waivers, and Certificates of Inspection and Occupancy with Architect's recommendation as to the adequacy of these items.
- 8.1.3. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
- 8.1.4. Architect shall obtain all required DSA approval on all change orders and addenda to the contractor's contract.
- 8.1.5. Architect shall prepare verified report(s) for the Project (DSA-6A/E Verified Report, Rev 04/08, or more recent revision if available).
- 8.1.6. Architect shall prepare a set of Record Drawings for the Project, as requested by the District.
- 8.1.7. Architect shall review a package of all warranty and O&M documentation prepared by Contractor and specifically identify any deficiencies.
- 8.1.8. Architect shall organize electronic files, plans and prepare a Project binder, or an equivalently organized electronic submission.
- 8.1.9. Architect shall coordinate all Services required to close-out the design and construction of the Project with the District and between consultants.
- 8.1.10. Architect shall coordinate and obtain DSA approval of the Project in a time period not to exceed twelve months from the date of the start of the Closeout Phase (see Exhibit C) or issuance of final payment release to the contractor(s); whichever is soonest.
- 8.2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
- 8.3. **Deliverables and Number of Copies**
  - 8.3.1. Punch lists for each site;
  - 8.3.2. Upon completion of the Project, all related project documents, including As-Builts and Record Drawings (if requested by the District). These are the sole property of the District.
- 8.4. **Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

## **9. MEETINGS / SITE VISITS / WORKSHOPS**

- 9.1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits and workshops, as indicated below. Architect shall chair, conduct and take minutes of all meetings

Architect attends (excluding Governing Board meetings and Citizens' Bond Oversight Committee meetings). Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings. The approximate number of meetings below is an estimated requisite to adequately achieve the indicated meeting objective. THE EXACT NUMBER OF MEETINGS REQUIRED TO ACCOMPLISH THE MEETING OBJECTIVES WILL BE BASED ON THE ARCHITECTURAL TEAM'S PERFORMANCE. ADDITIONAL MEETINGS OR FEWER MEETINGS MAY BE HELD, AS NECESSARY, TO ACHIEVE THE MEETING OBJECTIVES, BUT AT NO ADDITIONAL COMPENSATION TO THE ARCHITECT.

**9.2. General Meeting, Site Visit and Workshop Requirements**

- 9.2.1. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or contractors, as applicable.
- 9.2.2. Architect shall maintain documentation of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
- 9.2.3. As required, Architect shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.
- 9.2.4. Each meeting may last up to one full day (eight (8) hours) and shall be held at the District office or at one of the Project sites, unless otherwise indicated.

**9.3. Meetings During Project Initiation Phase (Three (3) meeting(s))**

- 9.3.1. Within the first week following execution of the Agreement, the Architect shall participate in one Project kick-off meeting to determine the Project intent, scope, budget and timetable, which shall encompass the following:
  - 9.3.1.1. The Architect, its appropriate consultant(s), and District staff, shall attend the meeting.
  - 9.3.1.2. The Project kick-off meeting will introduce key team members from the District and the Architect to each other, defining roles and responsibilities relative to the Project.
  - 9.3.1.3. During this meeting, the Architect shall:
    - 9.3.1.3.1. Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
    - 9.3.1.3.2. Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
    - 9.3.1.3.3. Review and explain the scope of work and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.



- 9.3.1.3.4. Review documentation of the Project kick-off meeting prepared by the District's representative and comment prior to distribution.

**9.4. Initial Site Visits (Three (3) meeting (s))**

- 9.4.1. Architect shall visit the Project sites to complete a visual inventory and documentation of the existing conditions.

**9.5. Meetings During Architectural Program (Three (3) meeting (s))**

- 9.5.1. Architect shall participate in two (2) public community information site meetings to receive input from the community regarding its wishes and expectations regarding the design of Architect's work on the Project and the schedule of use of the sites during construction.
- 9.5.2. Architect shall conduct one (1) site meeting with the District's facilities team to gather information from District facilities team and site personnel and to make a visual presentation regarding the Project.
- 9.5.3. Electrical, civil, mechanical, structural, landscaping, and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.

**9.6. Meetings During Schematic Design Phase (Eight (8) meeting (s))**

- 9.6.1. Within the first two weeks following the start of the Schematic Design Phase, Architect shall conduct one design workshop with the District's facilities team and site personnel to complete a basic design framework with computer-aided design equipment (CADD). The District may, at its discretion, allow the Architect to proceed with this meeting without using CADD. Architect shall conduct a meeting at least every two (2) weeks during this Phase with itself, all its Consultants required for that meeting, the District, and their designated representatives, until the District has indicated its acceptance with the Architect's Schematic Design. The District reserves the right to require attendance of specific Consultant(s). This workshop shall include the following:
  - 9.6.1.1. Architect shall designate its team member duties and responsibilities;
  - 9.6.1.2. Architect and District shall review District goals and expectations;
  - 9.6.1.3. District shall provide input and requirements;
  - 9.6.1.4. Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Project Budget;
  - 9.6.1.5. Prepare and/or revise the scope of work list and general work plan from the Pre-Design Phase, for documentation in a computer-generated Project schedule;
  - 9.6.1.6. Establish and agree regarding methods to facilitate the communication and coordination efforts for the Project.

- 9.6.2. Architect shall conduct approximately four (4) District-Architect Coordination meetings, one every 2 weeks, throughout the Schematic Design Process.
- 9.6.3. Architect shall conduct approximately four (4) Design Committee meetings throughout the Schematic Design Process.
- 9.7. **Meetings During Design Development Phase (Six (6) meeting (s))**
  - 9.7.1. At the time designated for completion of the Design Development package, Architect shall conduct four meetings with the District to review the following:
    - 9.7.1.1. Present the Design Development package for review and comment to proceed with preparation of final plans and specification.
    - 9.7.1.2. Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Project Budget.
  - 9.7.2. **Value Engineering Workshop (Two (2) meeting (s))**

Architect shall conduct value engineering workshop(s), as requested by the District, including all of Architect's consultant(s), the District, and the Construction Manager during the Design Development Phase. This workshop shall be ongoing and may include several meetings.
- 9.8. **Meetings During Construction Documents Phase (Eight (8) meeting (s))**
  - 9.8.1. Prior to beginning work on the fifty percent (50%) design package, Architect shall conduct meetings with the District to revise the Design Development package and receive comments.
  - 9.8.2. At the time designated for completion of the fifty percent (50%) submittal package, Architect shall conduct one meeting, per package or submittal, with the District to review the following:
    - 9.8.2.1. Present the fifty percent (50%) submittal package for review and comment to proceed with preparation of final plans and specification.
    - 9.8.2.2. Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Project Budget;
  - 9.8.3. At the time designated for completion of the one hundred percent (100%) Construction Document package, Architect shall conduct meetings with the District to review the following:
    - 9.8.3.1. Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specification.
    - 9.8.3.2. Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Project Budget.
- 9.9. **Meetings During Bidding Phase (Three (3) meeting (s))**

- 9.9.1. Attend and take part in two meetings with all potential bidders, District staff, and Construction Manager.
- 9.9.2. Conduct one kick-off meeting, per site, with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

**9.10. Meetings During Construction Administration Phase**

- 9.10.1. Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the contract documents and to monitor the progress of the construction of the Project.
- 9.10.2. Conduct weekly project meetings with District staff to review with District staff the progress of the work at each site.
- 9.10.3. Architect shall ensure that consultant(s) visit the site in conformance with their agreement.

**9.11. Citizens' Bond Oversight Committee Meetings**

Architect acknowledges that the design and construction of the Project is subject to oversight by the District's citizen bond oversight committee. Architect shall, at the District's direction, attend District citizen bond oversight committee meeting(s) and present the Architect's design to the District's citizen bond oversight committee for review and recommendation to the District's governing board.

**9.12. Governing Board Meetings**

Architect acknowledges that the District's governing board must approve all designs. Architect shall, at the District's direction, attend District governing board meeting(s) and present the Architect's design to the District's governing board for review and approval.

## EXHIBIT B

### CRITERIA AND BILLING FOR EXTRA SERVICES

Architect shall bill hourly for any Extra Services, unless provided for otherwise herein, or unless an alternate payment structure is expressly requested in writing by the District. The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized in writing by the District in accordance with the Article "Payment for Extra Services or Changes" in the Agreement:

1. Making revisions in drawings, specifications, or other documents when such revisions are:
  - 1.1. Required to comply with direction from the District that is substantively different than approvals or instructions previously given by the District.
  - 1.2. Required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set, unless those enactments or revisions were foreseeable or reasonably should have been foreseeable by the Architect prior to preparation of the Conforming Set.
  - 1.3. Due to changes required as a result of the District's failure to respond to a written request from the Architect within a reasonable time, as requested by Architect.
  - 1.4. Required to provide services in connection with Change Orders and directive not the fault of the Architect.
2. Providing services required because of significant documented changes in a Project initiated by the District, including but not limited to size, quality, complexity, the District's schedule, or method of bidding or negotiating and contracting for construction.
3. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
4. Providing services made necessary by the default of contractor(s), by major defects, or deficiencies in the work of contractor(s).
5. In the absence of a final Certificate of Payment or Notice of Completion, providing Services more than sixty (60) days after the date of completion of work by contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
6. Providing deliverables or other items in excess of the number indicated in **Exhibit A**. Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit A**, so that District can procure the additional deliverables itself or direct Architect to procure the deliverables at District's expense or on District's account at a specific vendor. This includes the cost and preparation of Record Drawings.
7. Providing services as directed by the District that are not part of the Services of this Agreement.
8. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.

9. Providing training, adjusting, or balancing of systems and/or equipment sixty (60) days after completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
10. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

<u>Job Title</u>	<u>Hourly Rate</u>
Principal	\$250
Associate	\$200
Senior Project Manager	\$180
Project Manager	\$170
Job Captain	\$160
Designer III	\$140
Designer II	\$130
Designer I	\$120
Project Assistant	\$110
Senior Technical Lead	\$170

11. The mark-up on any approved item of Extra Services performed by Consultant(s) shall not exceed **five percent (5%)**.
12. Mileage to/from Project is **NOT** reimbursable as Extra Services.

## **EXHIBIT C**

### **SCHEDULE OF WORK**

1. Promptly after the execution of this Agreement, the Architect shall prepare and submit for approval to the District a Schedule of Work showing the order in which Architect proposes to carry out Architect's work within the Term as defined in the Agreement ("Schedule of Work"). The Schedule of Work shall apply to the completion of all services listed hereunder within the times established by this Agreement. The Schedule of Work shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Work on a monthly basis and deliver two (2) copies to the District along with the monthly billing.
2. Architect shall complete all work and services required per the Schedule of Work after written authorization from the District to proceed.
3. The durations stated in the Schedule of Work shall include the review periods required by the District and all other regulatory agencies.
4. All times to complete tasks set forth in this Exhibit are of the essence. If delays in the Schedule of Work are imposed by the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Work if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, such extensions shall be authorized in writing by the District.

#### **Schematic Design**

#### **Construction Documents**

#### **DSA Review**

#### **Construction**

**Note:** The exact dates required to achieve the District's overall Project objective and completion are subject to the District's modification, but The Architect acknowledges that its Fee is based on the Architect performing the Services and not based on the length of time to perform those Services or for the design or construction of the Project.

## EXHIBIT D

### PAYMENT SCHEDULE

#### 1. Compensation

- 1.1. District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following (“Fee”):

Based on the OPSC Fee schedule as indicated here:

<b>Schematic Design</b>	\$11,400
<b>Construction Documents</b>	\$20,520
<b>DSA Approval</b>	\$2,280
<b>Bidding Support</b>	\$1,368
<b>Construction Support</b>	\$9,120
<b>Close-Out</b>	\$912
<b>TOTAL</b>	<b>\$45,600</b>

- 1.2. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect’s Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel within two hundred (200) miles of a Project location, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit A.** or any other direct or indirect expenses incident to providing the services. Except as expressly set forth in the Agreement and **Exhibit B,** there shall be no payment for extra costs or expenses.
- 1.3. District shall pay Architect for all Services contracted for under this Agreement pursuant to the following schedule (“Payment Schedule”):

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Schematic Design Phase	10%
Design Development Phase	10%
Construction Documents Phase	35%
DSA Stamped Approval	5%
Bidding Phase	5%
Construction Administration Phase	30%
Closeout Phase	10%
Generate Punch List	2%
Sign Off On Punch List	2%
Receive and Review All O&M Documents	2%
Filing All DSA Required Closeout Documents	2%
Receiving DSA Closeout, including DSA approval of the final As-Built set of drawings	2%

2. **Method of Payment.** Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.
- 2.1. If reasonably requested by District and, if reasonably requested, as a precondition of payment, Architect shall submit to District documentation showing proof that payments were made to Architect's consultant(s).
- 2.2. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.
- 2.3. Upon receipt and approval of Architect's invoices, the District agrees to make payments within forty-five (45) days of receipt of the invoice as follows:
- 2.3.1. **Pre- Design/Architectural Program Development Phase:**  
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Pre-Design/Architectural Program.



- 2.3.2. **For Schematic Design Phase:**  
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.
- 2.3.3. **For Design Development Phase:**  
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.
- 2.3.4. **For Construction Documents Phase:**  
Monthly payments for percentage of Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.
- 2.3.5. **For Bidding Phase:**  
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District's award of the bid.
- 2.3.6. **For Construction Administration Phase:**  
Monthly payments based on Architect's invoices pursuant to the following:
1. Monthly payments for the percentage of Services complete, up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District's agreement that the Architect can generate a Punch List as part of the Closeout Phase.
- 2.3.7. **For Closeout:**  
Individual payment(s) proportionate to the items completed within this Phase.

### 3. **Format and Content of Invoices**

- 3.1. Architect acknowledges that the District requires Architect's invoices for Basic Services must include explanations of the Services performed.
- 3.2. For invoices for Extra Services, a more detailed explanation, with specificity, is required. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable for invoices for Extra Services. The times indicated below are just placeholders:

Review/Respond RFI's, Const. Admin Mtgs., Review Shop Drawings, Field Sketches	5.5 hours
Prepare Construction Documents: floor plans, exterior elevations, consultant coordination.	7.5 hours
Master Budget update, Master Schedule Update, Board Presentation, Accounting coordination	6.5 hours

## EXHIBIT E

### INSURANCE REQUIREMENTS

Architect shall procure prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and consultant(s). Architect's liabilities, including but not limited to Architect's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated as a material breach of contract by the District.

1. **Minimum Scope and limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits and shall be on an occurrence-based basis unless otherwise indicated:

- 1.1. **Commercial General Liability.** One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
- 1.2. **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
- 1.3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Architect shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of one million dollars (\$1,000,000) per accident for bodily injury or disease. The Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 1.4. **Employment Practices Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Architect shall keep in full force and effect, an Employment Practices Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of one million dollars (\$1,000,000) per occurrence. The Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 1.5. **Professional Liability.** This insurance shall cover the prime design professional and his/her liability arising from the services of consultant(s) with a minimum of one million dollars (\$1,000,000) per occurrence limit and two million dollars (\$2,000,000) aggregate limit, and subject to no more than **twenty-five thousand dollars (\$25,000) per claim deductible**, coverage to continue through completion of construction plus "tail" coverage for two (2) years thereafter. **This policy can be on a claims-made basis.**

The District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for those changes.

Furthermore, and to the coverage and limits specified herein shall be the greater of:

- 1.6. The minimum coverage and limits specified in this Agreement; or

- 1.7. The broader coverage and maximum limits of coverage, if any, of any existing insurance policy required of the Architect to be kept pursuant to this Agreement.
2. **Deductibles and Self-Insured Retention:** The Architect shall inform the District in writing if any deductibles or self-insured retention exceeds \$25,000. At the option of the District, either:
  - 2.1. The District can accept the higher deductible; or
  - 2.2. The Architect's insurer shall reduce or eliminate the deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers.
3. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
  - 3.1. The District, its trustees, officers, officials, employees, agents and volunteers ("Additional Insureds") are to be covered as additional insureds as respects to liability arising out of activities performed by or on behalf of the Architect; instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Architect shall ensure that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage limits/requirements shall also be available to the Additional Insureds.
  - 3.2. For any claims related to the projects, the Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect's insurance and shall not contribute with it.
  - 3.3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
  - 3.4. The Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - 3.5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District. At the option of the District, the Architect shall be the party required to provide the District this notice in lieu of the Architect's insurance provider.
4. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. The Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, either:
  - 4.1. The District can accept the lower rating;
  - 4.2. Require the Architect to procure insurance from another insurer.
5. **Verification of Coverage:** Architect shall furnish the District with:
  - 5.1. Certificates of insurance showing maintenance of the required insurance coverage;

- 5.2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

**EXHIBIT F**  
**DSA FORM PR 13-01**

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## PROCEDURE: CONSTRUCTION OVERSIGHT PROCESS

Division of the State Architect (DSA) documents referenced within this publication are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

**PURPOSE:** California Code of Regulations (CCR), Title 24, Part 1, Chapter 4, Article 1 (Sections 4-211 through 4-220) and Group 1, Articles 5 and 6 (Sections 4-331 through 4-344) provide regulations governing the construction process for projects under the jurisdiction of the Division of the State Architect (DSA).

This Procedure provides the required, prescribed method for compliance with applicable sections of the above regulations related to communication and documentation of the status of construction inspections and material testing.

See *Section 5* for information on applicability of this procedure to your existing project.

**BACKGROUND:** Successful construction inspections and material testing are critical to the delivery of code compliant projects. Communication and documentation of these inspections and tests are necessary to enable involved parties to understand the status of those inspections and tests, so that conditions not compliant with the DSA-approved construction documents are identified in a timely manner and not covered up by subsequent construction activities.

**DEFINITIONS:** The following definitions apply to terms used in this document:

**Architect/Engineer** – An abbreviated use of the term design professional in general responsible charge.

**Contract** – A written agreement for facility construction, alteration, repair or other construction activities regulated by DSA.

**Contractor** – A company or individual that contracts for or is otherwise responsible for the construction of the project or portions of the project.

**DSA-Approved Construction Documents** – Portions of plans, specifications, *DSA-103: List of Structural Tests and Special Instructions*, addenda, deferred submittals, revisions, and construction change documents (CCDs) duly approved by DSA that contain information related to and affecting structural safety, fire/life safety, and accessibility (refer to *IR A-6: Construction Change Document Submittal and Approval Process* for additional information about CCDs). While all portions of the construction documents may contain a DSA identification stamp, this stamp is not the approval. Approval by DSA is indicated by a letter to the school district. This letter clarifies that the approval is limited to structural safety, fire/life safety and accessibility.

The DSA approval letter states: *“Buildings constructed in accordance with approved drawings and specifications will meet minimum required standard given in Title 24, California Code of Regulations, for structural, and fire and life safety ... and ... certifies that the drawings and specifications are in compliance with State regulations for the reasonable accommodation of the disabled.”*

**Design Professional In General Responsible Charge** – The architect or engineer in general

## CONSTRUCTION OVERSIGHT PROCESS

responsible charge of the project, as listed on Line 21 or 23 of form *DSA 1: Application for Approval of Plans and Specifications and Instructions*.

**Non-Building Site Structures** – Structures that are required to resist loads imposed by gravity, wind, seismic, earth or other external forces and are not enclosed by walls and a roof (examples include: shade structures not enclosed by walls, bleachers, ball walls, trash enclosures, dugouts, tanks, equipment, fences, retaining walls, ramps, stairs, cell towers, light poles, etc.).

The term “Non-Building Site Structures” is used only to clarify the types of site structures that are relevant when issuing form *DSA 152: Project Inspector Card* for site work. These types of structures are school buildings as defined in the California Administrative Code Title 24, Part 1.

**Other Responsible Design Professionals** – Architects or engineers with delegated responsibility for portions of the project as listed on Lines 24a, 24b, 24c or 24d of form *DSA 1* and Line 1.0 of *DSA 1-MR: Application for New Manufactured Permanent Modular or Relocatable Buildings* (when applicable), such as architects, structural engineers, mechanical engineers, electrical engineers and the geotechnical engineer of record.

**Permanent Modular** – Permanent buildings or structures built in a fabrication plant off-site not intended for relocation, constructed of modular units that do not have an integral floor, and are mounted on a permanent foundation such as modular school buildings or elevator towers.

Permanent buildings include enclosed structures for the purpose of housing students and teachers, such as classrooms, assembly buildings, administrative buildings, etc.

**Project Inspector** – An inspector who is employed by the school district, certified by DSA and specifically approved by DSA and applicable project design professionals to provide competent, adequate and continuous construction inspections for the project.

**Relocatable Building** – Buildings as defined in Title 24, Part 1, Section 4-314 which are built in a fabrication plant off-site.

### APPLICABLE DSA FORMS:

- DSA 1
- DSA 1-MR.
- *DSA 5-AI: Assistant Inspector Qualification and Approval.*
- *DSA 5-PI: Project Inspector Qualification and Approval.*
- *DSA 5-IPi: In-Plant Project Inspector Qualification and Approval.*
- *DSA 5-SI: Special Inspector Qualification and Approval.*
- *DSA 6-AE: Architect/Engineer Verified Report.*
- *DSA 6-C: Contractor Verified Report.*
- *DSA 6-PI: Project Inspector Verified Report.*
- *DSA 102-IC: Construction Start Notice/Inspection Card Request.*
- DSA-103
- *DSA 108: Change in Delegation of Responsibility.*
- *DSA 109: Transfer of Responsibility: Geotechnical Engineer.*

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- *DSA 119: Project Inspector Performance Review.*
- *DSA 130: Certificate of Compliance–Accepted Folding and Telescopic Seating Fabricator.*
- *DSA 135: Field Trip Note (internal form).*
- *DSA 151: Project Inspector Notifications.*
- *DSA 152*
- *DSA 152-IPI: In-Plant Inspector Inspection Card/Verified Report.*
- *DSA 153: Inspection Card Building Identifier (internal form).*
- *DSA 154: Notice of Deviations / Resolution of Deviations.*
- *DSA 155: Project Inspector Semi-Monthly Report.*
- *DSA 156: Commencement/Completion of Work Notification.*
- *DSA 168: Statement of Final Actual Project Cost.*
- *DSA 180: Project Inspector Performance Record.*
- *DSA 211: Attachment for Additional Comments/Information.*
- *DSA 291: Laboratory of Record Verified Report.*
- *DSA 292: Special Inspectors Employed Directly by the District Verified Report.*
- *DSA 293: Geotechnical Verified Report.*

**REQUIREMENTS FOR REPORTING STATUS OF COMPLIANT CONSTRUCTION:** For every project there shall be a project inspector who shall have personal knowledge as defined in Title 24, Part 1, Section 4-336(a) of all work on the project.

All construction is required to be completed in compliance with the project construction documents. The construction documents are required to be in compliance with the California Building Codes in effect at the time the original plans and specifications are submitted to DSA. DSA reviews and approves the submitted plans, specifications and other construction documents for compliance with codes regulating structural safety, fire/life safety and accessibility. Other portions of the plans that do not contain content about or that affect structural safety, fire/life safety and accessibility are not reviewed by DSA and the responsibility for determining code compliance of those portions is the sole responsibility of the design professionals.

In order to distinguish between the portions of the plans that DSA reviews and approves and other portions of the plans, the term DSA-approved construction documents is used for the portions of the plans that are duly approved by DSA, contain information related to and affecting structural safety, fire/life safety, and accessibility. However, all work shown in the project construction documents must be inspected by the project inspector.

The California Administrative Code Section 4-333(b)3 specifically states that “no work shall be carried on except under the inspection of an inspector approved by DSA.” All construction is required to be completed in compliance with the project construction documents which include both the “DSA-approved construction documents” portions and the portions containing all the other work.



## CONSTRUCTION OVERSIGHT PROCESS

The California Administrative Code requires the project inspector to make certain reports pertaining to the status of construction compliance. To fulfill this requirement, the project inspector shall use the following:

- DSA 151
- DSA 152
- DSA 152-IPI
- DSA 154
- DSA 155
- *DSA 6-PI*
- Project Inspector Job File.

**1. REQUIREMENTS FOR USE OF PROJECT INSPECTION CARD (FORMS DSA 152 AND DSA 152-IPI):** The Project Inspection Card (form DSA 152) is considered to be an interim verified report by the project inspector. The DSA 152-IPI is considered to be the final verified report for the in-plant fabrication of permanent modular or relocatable buildings (see *Section 1.7*). The project inspector signs off the applicable blocks and sections on the form as the work progresses. The project inspector is required to complete the form in compliance with this procedure document and reference the Instructional Notes on the second page of form DSA 152 and the *DSA 152 Manual – A Guide for Completing the Project Inspector Card* (DSA 152 Manual). When signing off the blocks and sections of the form, the project inspector is verifying all of the following:

- Identified areas are determined to be in compliance with the DSA-approved construction documents.
- Required structural/material and fire/life safety testing and inspections are complete.
- Required documentation has been received by the project inspector.

**Note:** For small/fast projects, interim verified reports from the design professionals, geotechnical engineer, Laboratory of Record, and special inspectors are not mandatory if the requirements listed in DSA Policy *PL 14-01: Inspection Card Use for Small/Fast Projects* are met prior to commencing construction.

**1.1 Request for issuance of forms DSA 152 and DSA 152-IPI:** Form *DSA 102-IC: Construction Start Notice/Inspection Card* Request is used to request the issuance of Project Inspection Cards. After project approval, a DSA 5-PI, DSA 5-IPI (when applicable) must be submitted to and approved by DSA prior to the DSA 102-IC submission. Under circumstances agreed to by DSA prior to project approval, the DSA 5-PI, DSA 5-IPI (when applicable) and DSA 102-IC may be submitted simultaneously and DSA will attempt to expedite the issuance of the DSA 152 and DSA 152-IPI. Once the DSA 5-PI, DSA 5-IPI (when applicable) is approved, DSA (Document Controller) will fill in the “DSA 5-PI Approval Date” (or, when applicable, “DSA 5-IPI Approval Date”) in Section 3 of the DSA 102-IC and upload it to DSABox. The request is electronically submitted to DSA (See *Section 4* of this procedure for information on electronic submittal) and consists of providing the following required information:

- Identifying the DSA-approved project inspector.
- Contractor firm name and delivery method.
- Specified construction contract information.

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- Project scope (DSA will use this information to determine the quantity of inspection cards needed for the project).
- Contact information for electronic communication by listing project collaborators.

**1.2 Issuance of form DSA 152 and DSA 152-IPI:** Project Inspection Cards (DSA 152 and DSA 152-IPI) are issued electronically by upload to [DSAbbox](#) by DSA per *Section 1.16* of this procedure.

**1.3 Quantity of DSA 152 and DSA 152-IPI forms required for projects:** The number of Project Inspection Cards issued varies by project type. In general, though there are exceptions for siting or relocation of permanent modular or relocatable buildings (discussed later) and small scope projects of a certain type (described later), one Project Inspection Card (form DSA 152) is required for each separate building and one for the site work (which includes non-building site structures). The number of Project Inspection Cards and building identifiers should match the information specified in form DSA 153: Inspection Card Building Identifier, which is completed by DSA plan review staff during the back check and provided to the design professional upon project plan approval.

For in-plant construction of permanent modular or relocatable buildings, one Project Inspection Card (DSA 152-IPI) is required for each separate building.

For the siting or relocation of permanent modular or relocatable buildings 2,160 square feet or less, only one Project Inspection Card (DSA 152) is required encompassing all the buildings, and one Project Inspection Card (DSA 152) is required for the site work (which includes non-building site structures).

The following small scope type projects require only one Project Inspection Card for all buildings on a campus rather than one Project Inspection Card per building:

- Fire Alarm Only Projects.
- Hardware Replacement Only Projects.
- Security Camera Only Projects.
- Low Voltage (Communication) Only Projects.

The following is not an exhaustive list of possibilities, but examples of the various project types and the resulting quantity of DSA 152 and DSA 152-IPI forms (**Note:** unless specified otherwise, all references to forms in the examples are to DSA 152 forms):

**1.3.1 Project scope is site work only (includes non-building site structures, if any):**

- One form is required.

**1.3.2 Project scope is new buildings:**

- One form for the site work (includes non-building site structures, if any).
- One form for each separate new building.

**Example:** Construction of three new buildings requires a total of four forms.

**1.3.3 Project scope is alterations/additions to existing buildings:**

- One form for the site work (includes non-building site structures, if any).
- One form for each separate existing building being altered or changed.

**Example:** Alterations to two existing buildings requires a total of three forms.

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**1.3.4 Project scope is alterations to existing buildings and no site work is required (such as mechanical/electrical only projects):**

- One form for each separate existing building being altered or changed.

**Example:** Alterations to two existing buildings requires a total of two forms.

**1.3.5 Project scope is new buildings and alterations/additions to existing buildings:**

- One form for the site work (includes non-building site structures, if any).
- One form for each separate new building.
- One form for each separate existing building being altered or changed.

**Example:** Construction of three new buildings and alterations to two existing buildings requires a total of six forms.

**1.3.6 Project scope is placing existing relocatable buildings (max. 2160 square feet) on a site:**

- One form for the site work (includes non-building site structures, if any).
- One form encompassing all of the relocatable buildings being placed on the site.

**Example:** Placing of three existing relocatable buildings on a site requires a total of two forms.

**1.3.7 Project scope is constructing new permanent modular or relocatable buildings (max. 2160 square feet) and placing them on a site:**

- One DSA 152-IPI form for each separate building for the in-plant construction.
- One form for the site work (includes non-building site structures, if any).
- One form encompassing all of the permanent modular or relocatable buildings being placed on the site.

**Example:** Construction and placing of two new permanent modular or relocatable buildings requires a total of four forms: two DSA 152 forms and two DSA 152-IPI forms.

**1.3.8 Project scope is constructing new relocatable buildings for stockpile:**

- One DSA 152-IPI form for each separate building for the in-plant.

**Example:** Construction of three new relocatable buildings for stockpile requires a total of three DSA 152-IPI forms.

**1.4 Project Inspection Card numbers:** Project Inspection Card numbers are issued by DSA staff. For each project, the issued inspection card numbers will be consecutive starting with the number 01 (01, 02, 03....) for all buildings. The Project Inspection Card number for site work (includes non-building site structures) will be “#SW.” Inspection card numbers for in-plant construction of permanent modular or relocatable buildings will use form DSA 152-IPI and be consecutive starting with the number 01, followed by the letters “IP” (01IP, 02IP, 03IP, etc.). Projects having the small scope defined in Section 1.3 on the inspection card under “Building Number” will indicate “All \_\_\_ Buildings” with the number of buildings inserted in the blank.

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**1.5 Project posting of forms DSA 152 and DSA 152-IPI:** The project inspector and in-plant inspector shall post the forms in his/her job file and shall electronically post the forms (See *Section 4* for information on electronic submittal/posting). The information in the forms shall always be current. Each time the form is updated, a new electronic posting is required such that the electronically posted form is always kept current. In addition, the project inspector shall:

- Immediately, upon request, make the form available for review by any parties involved in the construction.
- Include a current copy of the forms (DSA 152) any time he/she submits a Verified Report (form DSA 6-PI).
- Upon request, provide a current copy of the forms to DSA, the school district/state agency, or the design professional in general responsible charge.

**1.6 Project inspector termination and transfer of the form DSA 152 and DSA 152-IPI:** If the project inspector or in-plant inspector is, for any reason, terminated prior to the completion of the project, then he/she must personally provide the original DSA 152 and DSA 152-IPI forms to the assuming DSA-approved project inspector or in-plant inspector, respectively, or to DSA and provide a copy to the school district. Use form DSA 211 to identify status of inspections completed up to the termination date if the space in the DSA 6-PI or DSA 152-IPI is insufficient to note such. Forms located in DSABox that are current at the time of termination satisfy these requirements.

**1.7 Permanent Modular and Relocatable buildings:** The design professional in responsible charge shall delegate the responsibility for design and preparation of plans and specifications, observation of in-plant manufacturing, and on-site placement of the permanent modular or relocatable buildings. The individual delegated such responsibility may sub-delegate the responsibility for observation of in-plant and/or on-site construction as indicated on form DSA 1-MR. ←

**1.7.1 In-Plant Construction:** In-plant inspectors shall use the DSA 152-IPI as described in *Section 1.5*. Unlike the DSA 152, interim verified reports from the design professionals are not required for the in-plant inspector to sign off the DSA 152-IPI. However, the in-plant project inspector and the design professional delegated or sub-delegated the responsibility for observation of in-plant construction shall sign in the appropriate location on the DSA 152-IPI prior to the permanent modular or relocatable building leaving the plant. A stop work order may apply if this is not done (see *IR A-13: Stop Work and Order to Comply* for additional information).

Building modules may be shipped to the project site in phases prior to construction of all modules of a building. For each phase, the DSA 152-IPI shall list the serial numbers of the modules constructed, be signed by the delegated design professional, and be attached to those modules being shipped. The final DSA 152-IPI shall denote that all modules have been constructed, be affixed to the last module being shipped to the site, and be uploaded to the DSABox by the in-plant inspector. The site inspector shall verify receipt of the final DSA 152-IPI prior to installation of the last module.

If the in-plant inspector does not perform welding special inspection, the Laboratory of Record or independently hired welding special inspector shall provide verified reports, either form *DSA 291: Laboratory of Record Verified Report* or *DSA 292: Special Inspectors Employed Directly by the District Verified Report* depending on the welding special inspector's employment relationship with the Laboratory of Record (see *Section 1.10* and *1.11* for additional information). In this situation,

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verified reports for testing of materials and special inspection of the welding are required for the in-plant inspector to complete the appropriate block on the DSA 152-IPI. These verified reports shall be submitted electronically to DSA as described in *Section 4*.

- 1.7.2 Transfer of forms:** For construction of new permanent modular or relocatable buildings for a specific project (not stockpile), the DSA 152-IPI, DSA 291, and DSA 292 (when applicable) for the superstructure must be attached to the inside of the building either performed by or attachment verified by the in-plant project inspector prior to the permanent modular or relocatable building leaving the plant. The on-site project inspector must verify these forms are present when the buildings are delivered to the site.

For the first-time installation of permanent modular or relocatable buildings, the design professional delegated or sub-delegated the responsibility for on-site construction observation shall complete a DSA 6-AE at applicable times defined in this procedure and submit it to DSA and the on-site project inspector.

**1.8 Duties of the project inspector and in-plant inspector related to the use of forms DSA 152 and DSA 152-IPI, respectively, are as follows:**

**Note:** For in-plant construction, the in-plant inspector shall follow the duties described below for project inspectors and substitute form DSA 152-IPI for form DSA 152.

- Act under the direction of the architect/engineer.
- Ensure the project is issued the correct quantity of Project Inspection Cards (form DSA 152). The project inspector is required to be in possession of the form(s) DSA 152 prior to commencement of construction. Title 24, Part 1, Section 4-342(b).5.A requires the project inspector to notify DSA when construction work on the project is started. Entering the "Card Start Date" on the form DSA 152 and submitting the form DSA 151 are required for compliance with that code section. Lack of compliance may cause DSA to issue a "Stop Work Order" on the project (see IR A-13 for additional information).
- Obtain a copy of the DSA-approved construction documents from the design professional in general responsible charge prior to the commencement of construction.
- Obtain a copy of the DSA-approved List of Required Structural Tests and Special Inspections (form DSA-103) from the design professional in general responsible charge (or DSAbox, when the electronic back check process is used per DSA Procedure *PR 16-01: Electronic Back Check for Plan Review Projects*) prior to the commencement of construction.
- Meet with the school district, design professionals, and contractor as needed to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Meet with the Laboratory of Record and any independently contracted special inspectors and technicians to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project. In cooperation with the Laboratory of Record, develop a schedule of required structural/material and fire/life-safety tests and special inspections based on the construction schedule.

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- Immediately notify the DSA Regional Office with construction oversight authority for the project, by phone and electronically by using form DSA 154, if construction commences without DSA 152 forms in the possession of the project inspector (see *Section 4* for information on electronic submittal).
  - For permanent modular or relocatable buildings, the school site project inspector must receive a properly completed DSA 152-IPI prior to such buildings being placed in their final location.
- Provide personal, competent, adequate and continuous construction inspections of all aspects of the construction work.
- Monitor the work of the Laboratory of Record and Special Inspectors to ensure the testing and special inspection program is satisfactorily completed.
- Use the information found in the *DSA 152 Manual* to ensure necessary tests and inspections are completed and that necessary documents are in the job file prior to approving (signing off) each applicable block and section of each form DSA 152. Make requests to appropriate individuals for interim verified reports when such reports are required.
- Sign off applicable blocks and sections of the DSA 152 forms when:
  - The completed work is in compliance with the DSA-approved construction documents.
  - All necessary structural/material and fire/life safety testing and inspections are complete.
  - Any deviations from the DSA-approved construction documents are resolved.
  - Any DSA Field Trip Notes issues are resolved.
  - All necessary documents are received by the project inspector.

If any block or section is not applicable to the construction the inspector shall enter "NA" for the date and provide initials.

Until the project inspector has signed off applicable blocks and sections of the form DSA 152, the contractor may be prohibited from proceeding with subsequent construction activities that cover up the unapproved work. Any subsequent construction activities that cover up the unapproved work will be subject to a "Stop Work Order" from DSA or the school district (see IR A-13 for additional information), and are subject to removal and remediation if found to be in noncompliance with the DSA-approved construction documents (see *Section 1.17* for information about incremental work).

- Immediately notify the DSA Regional Office with construction oversight authority for the project, by phone and electronically, if applicable blocks/sections of form DSA 152 have not been signed off and the contractor proceeds with subsequent construction activities that cover up the unapproved work. For electronic notifications, use form DSA 151 (see *Section 1.17* for information about incremental work).

EXCEPTION: Projects with concrete cast-in-place deep foundations may have construction occurring in multiple blocks and sections prior to sign-off due to the nature of soil inspections for such. For example, verification of concrete or grout volumes to ensure no significant soil caving has occurred is part of the geotechnical engineer's soil inspections for these types of foundations. In such cases, the project inspector does NOT need to notify the DSA Regional Office

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with construction oversight authority for the project that the contractor is proceeding with activities that cover up unapproved work, provided the following:

- The geotechnical engineer is on-site during boring/drilling and concrete placement.
- The geotechnical engineer has not identified any other soil issues specifically associated with the deep foundation hole or surrounding area which could impact the structural stability of the hole or foundation.
- If the project inspector is, for any reason, terminated prior to the completion of the project, refer to *Section 1.6*.

### 1.9 Duties of the Laboratory of Record related to the use of form DSA 152 and DSA 152-IPI are as follows:

- Meet with the project inspector, in-plant inspector (when applicable), design professionals, and the contractor as needed to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Obtain a copy of the DSA-approved construction documents from the design professional in general responsible charge prior to the commencement of construction.
- Obtain a copy of the DSA-approved List of Required Structural Tests and Special Inspections (form DSA-103) from the design professional in general responsible charge prior to the commencement of construction.
- Report all project-related activities to the project inspector. The project inspector is responsible for monitoring the work of the Laboratory of Record and special inspectors to ensure the testing and special inspection program is satisfactorily completed. Coordinate with the project inspector to develop a schedule, based on the construction schedule, to complete the testing and special inspection program.
- Provide material testing as identified in the DSA-approved construction documents.
- Submit test reports to the project inspector within one work day of the day the tests were performed for any tests performed on-site.
- Submit material test reports in a timely manner such that construction is not delayed and not to exceed seven calendar days from the date the material tests were performed. Test reports are to be submitted to the project inspector, architect, structural engineer, and the school district and, when requested, to DSA. As a convenience, and if agreed upon by involved parties, the test reports may be submitted electronically as identified in *Section 4* of this procedure.
- Immediately submit reports of material tests not conforming to the requirements of the DSA-approved construction documents. These reports shall be submitted to DSA, the architect, structural engineer, project inspector and the school district.
- The engineering manager shall submit an interim Laboratory of Record Verified Report (form DSA 291) and the geotechnical engineer shall submit an interim Geotechnical Verified Report (form DSA 293) as prescribed in *Section 4*.

The reports are required to be submitted when any of the following events occur:

- Within 14 days of the completion of the material testing/special inspection program.

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- Work on the project is suspended for a period of more than one month.
- The services of the Laboratory of Record are terminated for any reason prior to completion of the project.
- DSA requests a verified report. (See interim verified reports below. This is a “DSA request.”)
- The engineering manager shall submit an interim verified report (form DSA 291) and the geotechnical engineer shall submit form DSA 293 as prescribed in *Section 4* for each of the applicable sections of the form DSA 152, prior to the project inspector signing off that section of the project inspection card, if that section required material testing. (Interim verified reports are not required for the DSA 152-IPI unless the Laboratory of Record employs welding special inspectors for in-plant special inspection; see *Section 1.7* for verified report requirements.) The sections are:
  1. Initial Site Work and Foundation Prep.
  2. Vertical and Horizontal Framing.
  3. Appurtenances.
  4. Finish Site Work and Other Work.

**1.10 Duties of Special Inspectors, employed by the Laboratory of Record, related to the use of form DSA 152 and DSA 152-IPI are as follows:**

- Meet with the project inspector, design professionals, and the contractor as needed to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Report all project-related activities to the project inspector. The project inspector is responsible for monitoring the work of the Laboratory of Record and special inspectors to ensure the testing and special inspection program is satisfactorily completed.
- Perform work under the supervision of the engineering manager for the Laboratory of Record.
- Perform inspections in conformance with the DSA-approved construction documents, applicable codes and code reference standards.
- Prepare detailed daily inspection reports outlining the work inspected and provide the project inspector a copy of the reports within one day of the day the inspections were performed.
- Immediately submit reports of materials or work not conforming to the requirements of the DSA-approved construction documents. These reports shall be submitted to DSA, the architect, structural engineer, project inspector and the school district.
- Submit daily special inspection reports in a timely manner such that construction is not delayed and not to exceed seven days from the date the special inspections were performed. The reports are to be submitted to the architect, structural engineer, and the school district. As a convenience, and if agreed upon by involved parties, the special inspection reports may be submitted electronically as identified in *Section 4* of this procedure.
- The engineering manager for the Laboratory of Record shall submit verified report form DSA 291 as prescribed in *Section 4*. Unlike special inspectors independently



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contracting directly with the school district, the verified report form DSA 292 is not required since the form DSA 291 covers special inspections made by laboratory employed special inspectors.

The reports are required to be submitted upon any of the following events occurring:

- Within 14 days of the completion of the special inspection work.
- Work on the project is suspended for a period of more than one month.
- The services of the special inspector are terminated for any reason prior to completion of the project.
- DSA requests a verified report (see interim verified reports below; this is a *DSA request*).
- The engineering manager for the Laboratory of Record shall submit an interim verified report (form DSA 291) as prescribed in Section 4 for each of the applicable sections of the form DSA 152, prior to signing off that section of the Project Inspection Card, if that section required special inspections. (Interim verified reports are not required for the DSA 152-IPI unless another special inspector, employed by the Laboratory of Record or independently and directly with the school board, performs welding special inspection; see *Section 1.7* for verified report requirements). The sections are:
  1. Initial Site Work and Foundation Prep.
  2. Vertical and Horizontal Framing.
  3. Appurtenances.
  4. Finish Site Work and Other Work.

### **1.11 Duties of Special Inspectors, not employed by the Laboratory of Record, related to the use of form DSA 152 and DSA 152-IPI are as follows:**

- Meet with the project inspector, Laboratory of Record, the design professionals, and the contractors as needed to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Obtain a copy of the DSA-approved construction documents from the design professional in general responsible charge prior to the commencement of construction.
- Obtain a copy of the DSA-approved List of Required Structural Tests and Special Inspections (form DSA-103) from the design professional in general responsible charge prior to the commencement of construction.
- Report all project-related activities to the project inspector. The project inspector is responsible for monitoring the work of the Laboratory of Record and special inspectors to ensure the testing and special inspection program is satisfactorily completed.
- Perform work under the direction of the design professional in general responsible charge, as defined in Section 4-335(f)1B of the 2013 and 2016 California Administrative Code (Title 24, Part 1).
- Perform inspections in conformance with the DSA-approved construction documents, applicable codes and code reference standards.

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- Prepare detailed daily inspection reports outlining the work inspected and provide the project inspector a copy of the reports within one day of the day the inspections were performed.
- Immediately submit reports of materials or work not conforming to the requirements of the DSA-approved construction documents. These reports shall be submitted to DSA, the architect, structural engineer, project inspector and the school district.
- Submit daily special inspection reports in a timely manner such that construction is not delayed and not to exceed seven days from the date the special inspections were performed. The reports are to be submitted to the project inspector, architect, structural engineer, and the school district and, when requested, to DSA. As a convenience, and if agreed upon by involved parties, the special inspection reports may be submitted electronically as identified in *Section 4* of this procedure.
- Submit form DSA 292: Special Inspectors Employed Directly by the District Verified Report as prescribed in *Section 4*.

The reports are required to be submitted upon any of the following events occurring:

- Within 14 days of the completion of the special inspection work.
  - Work on the project is suspended for a period of more than one month.
  - The services of the special inspector are terminated for any reason prior to completion of the project.
  - DSA requests a verified report (see interim verified reports below; this is a “DSA request”).
- Special inspectors who contract directly with the school district are to submit an interim Special Inspectors Employed Directly by the District Verified Report (form DSA 292) as prescribed in *Section 4* for each of the applicable sections of the form DSA 152, prior to the project inspector signing off that section of the Project Inspection Card, if that section required special inspections. (Interim verified reports are not required for the DSA 152-IP unless the independent special inspector performs welding special inspection; see *Section 1.7* for verified report requirements). The sections are:
  1. Initial Site Work and Foundation Prep.
  2. Vertical and Horizontal Framing.
  3. Appurtenances.
  4. Finish Site Work and Other Work.

**1.12 Duties of the Architect/Engineer related to the use of forms DSA 152 and DSA 152-IP are as follows:**

- Responsible to the school board and to DSA to see that the completed work conforms in every material respect to the DSA-approved construction documents.
- Ensure the project inspector, in-plant inspector (when applicable), and independently contracting special inspector(s) (i.e., not employed by the Laboratory of Record) are approved by DSA for the project by submitting form DSA 5-PI, DSA 5-IP (when applicable) and DSA 5-SI (for independently contracting special inspector(s)) to and obtaining approval from DSA prior to the start of construction, and prior to requesting issuance of form DSA 152 or DSA 152-IP.
- Provide a copy of all the DSA-approved construction documents to the project

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inspector, in-plant inspector (when applicable), Laboratory of Record and special inspector(s) independently contracting directly with the school district prior to the commencement of construction.

- Provide a copy of the DSA-approved List of Required Structural Tests and Special Inspections (form DSA-103) to the project inspector, in-plant inspector (when applicable), Laboratory of Record and special inspector(s) independently contracting directly with the school district prior to the commencement of construction. Upload a copy of the approved List of Required Structural Tests and Special Inspections (form DSA-103) to the applicable A/E folder in DSAbbox in accordance with *Section 4* of this procedure.
- Provide general direction of the work of the project inspector and in-plant inspector (when applicable).
- Issue specific instructions to the testing facility and the special inspectors prior to start of construction.
- Direct and monitor the work of special inspectors who are not provided by the Laboratory of Record, as defined in Section 4-335(f)1B of the 2013 and 2016 California Administrative Code (Title 24, Part 1).
- Notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection reports as not conforming to the DSA-approved construction documents. Facilitate resolution of deviation notices as needed in association with such non-conforming aspects.
- Respond to DSA Field Trip Notes (form DSA 135 or comparable) as necessary, especially those items identified with a time frame for response in order to avoid potential covering up of deviated work and/or a stop work order.
- Provide observation of the construction. All architects and engineers having responsibility for observation of the work as listed on the Application for Approval of Plans and Specifications (form DSA 1 and DSA 1-MR, when applicable), shall maintain such personal contact with the project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the architect or engineer or their qualified representative to observe the construction.
- Administer CCDs as prescribed in IR A-6.
- The architect or engineer, as identified above, is required to submit Architect/Engineer Verified Reports (form DSA 6-AE or, when applicable, sign the DSA 152-IPI for construction of permanent modular or relocatable buildings) as prescribed in *Section 4*.

The reports are required to be submitted when any of the following events occur:

- The project is substantially complete. DSA considers the project to be complete when the construction is sufficiently complete in accordance with the DSA-approved construction documents so that the owner can occupy or utilize the project.
- Work on the project is suspended for a period of more than one month.
- The services of the architect or engineer are terminated for any reason prior to completion of the project.
- DSA requests a verified report (see interim verified reports below; this is a

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*DSA request).*

- The architect or engineer shall submit an interim Architect/Engineer Verified Report (form DSA 6-AE) as prescribed in *Section 4* for each of the applicable sections of the form DSA 152 prior to the project inspector signing off that section of the project inspection card. (Interim verified reports are not required for the DSA 152-IPI; see *Section 1.7* for verified report requirements). The sections are:
  1. Initial Site Work and Foundation Prep.
  2. Vertical and Horizontal Framing.
  3. Appurtenances.
  4. Finish Site Work and Other Work.

**1.13 Duties of the design professionals delegated responsibility related to the use of forms DSA 152 and DSA 152-IPI are as follows:**

- Responsible to the school board and to DSA to see that the completed work for which they are delegated responsibility conforms in every material respect to the DSA-approved construction documents.
- For the architect or engineer delegated responsibility for observation of fabrication of modular or relocatable buildings in Section 1.0 or, when sub-delegated, Section 1.1 of the DSA 1-MR, ensure the in-plant inspector and independently contracting special inspector(s) (i.e., not employed by the Laboratory of Record) are approved by DSA for the project by submitting form DSA 5-IPI and DSA 5-SI (for independently contracting special inspector[s]) to and obtaining approval from DSA prior to the start of construction, and prior to requesting issuance of form DSA 152-IPI.
- Provide observation of the construction. All architects and engineers having delegated responsibility are also responsible for observations of the applicable portions of the work as delegated on the Application for Approval of Plans and Specifications (form DSA 1 and, when applicable, DSA 1-MR) (if there are any changes to such delegated individuals after project approval, use form DSA 108 to indicate such changes). As such, they shall maintain such personal contact with the project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the architect or engineer or their qualified representative to observe the construction. The geotechnical engineer is included in this required duty for scope related to geotechnical engineering.
- For the architect or engineer delegated responsibility for observation of in-plant construction of permanent modular or relocatable buildings, the term “personal contact” shall mean periodic visits to manufacturing plants of reasonable frequency to provide general observation and verify quality assurance of construction practices, and project-specific knowledge obtained from the reporting of inspectors and special inspectors on the progress of the work, testing of materials, inspection, and superintendence of the work in accordance with the DSA-approved construction documents. Reports may include photos and digital images. The exercise of reasonable diligence to obtain the facts is required.
- Submit an Architect/Engineer Verified Report (form DSA 6-AE or, when applicable, sign the DSA 152-IPI for construction observation of permanent modular or relocatable buildings; see *Section 1.7* for additional information) as prescribed in *Section 4*.

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The reports are required to be submitted upon any of the following events occurring:

- The project is substantially complete. DSA considers the project to be complete when the construction is sufficiently complete in accordance with the DSA-approved construction documents so that the owner can occupy or utilize the project.
- Work on the project is suspended for a period of more than one month.
- The services of the architect or engineer are terminated for any reason prior to completion of the project.
- DSA requests a verified report (see interim verified reports below; this is a “DSA request”).
- The Design Professional in General Responsible Charge shall submit an Interim Architect/Engineer Verified Report (form DSA 6-AE), signed by all architects and engineers having delegated responsibility for construction observation as prescribed in *Section 4*. Such a report is required for each of the sections of the form DSA 152 applicable to the areas of delegated responsibility, prior to the project inspector signing that section off on the project inspection card. (Interim verified reports are not required for the DSA 152-IPI; see *Section 1.7* for verified report requirements). The sections are:
  1. Initial Site Work and Foundation Prep.
  2. Vertical and Horizontal Framing.
  3. Appurtenances.
  4. Finish Site Work and Other Work.

### **1.14 Duties of contractor related to the use of forms DSA 152 and DSA 152-IPI are as follows:**

- The contractor shall carefully study the DSA-approved documents and shall plan a schedule of operations well ahead of time.
- If at any time it is discovered that work is being done which is not in accordance with the DSA-approved construction documents, the contractor shall correct the work immediately.
- Verify that DSA 152 and, when applicable, DSA 152-IPI forms were issued for the project prior to the commencement of construction.
- Meet with the design team, the Laboratory of Record and the project inspector to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Notify the project inspector and, when applicable, in-plant inspector, in writing, of the commencement of construction of each and every aspect of the work at least 48 hours in advance by submitting Commencement/Completion of Work Notification (form DSA 156), or other agreed-upon written documents, to the project inspector.
- Notify the project inspector and, when applicable, the in-plant inspector, of the completion of construction of each and every aspect of the work by submitting form DSA 156 (or other agreed-upon written documents) to the project inspector.
- Consider the relationship of the signed-off blocks and sections of the form DSA 152 and the commencement of subsequent work. Until the project inspector has signed

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off applicable blocks and sections of the form DSA 152, the contractor may be prohibited from proceeding with subsequent construction activities that cover up the unapproved work. Any subsequent construction activities that cover up the unapproved work will be subject to a "Stop Work Order" from DSA or the school district (see IR A-13 for additional information), and are subject to removal and remediation if found to be in noncompliance with the DSA-approved construction documents.

- Submit the final verified report. All prime contractors are required to submit final Contractor Verified Reports (form DSA 6-C) as prescribed in *Section 4*.

The reports are required to be submitted upon any of the following events occurring:

- The project is substantially complete. DSA considers the project to be complete when the construction is sufficiently complete in accordance with the DSA-approved construction documents so that the owner can occupy or utilize the project.
- Work on the project is suspended for a period of more than one month.
- The services of the contractor are terminated for any reason prior to the completion of the project.
- DSA requests a verified report.

### **1.15 Duties of the school district related to the use of forms DSA 152 and DSA 152-IPI are as follows:**

- Provide for competent, adequate and continuous construction inspections and material testing for the project by employing an appropriate DSA certified and approved project inspector, in-plant inspector (when applicable), and Laboratory of Record.
- Contractually provide for and ensure that the design team is fulfilling their code required duty to observe the construction by making periodic visits of reasonable frequency. All architects and engineers having responsibility for observation of the work as listed on the Application for Approval of Plans and Specifications (form DSA 1 and, when applicable, DSA 1-MR), shall maintain such personal contact with the project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the architects and engineers or their qualified representatives to observe the construction. For permanent modular or relocatable buildings, the architect or engineer delegated responsibility for observation of in-plant construction, personal contact shall mean visits to manufacturing plants of sufficient frequency to provide quality assurance of construction and in-plant structural/material and fire/life safety testing and inspection in accordance with the DSA-approved construction documents.
- Ensure that the project inspector and independently contracting special inspector(s) (i.e., not employed by the Laboratory of Record) are approved by DSA for the project by submitting form DSA 5-PI (DSA 5-AI for assistant inspectors; DSA 5-IPI for in-plant inspectors) and DSA 5-SI to and obtaining approval from DSA prior to the start of construction and prior to requesting issuance of project inspection cards (DSA 152 and, when applicable, DSA 152-IPI forms).
- Ensure the Laboratory of Record is DSA-accepted and employed by the school district prior to the start of construction and prior to requesting issuance of project inspection cards (DSA 152 and, when applicable, DSA 152-IPI forms).

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- Ensure that the Project Inspection Cards (DSA 152 and, when applicable, DSA 152-IPI forms) are issued prior to commencement of construction.
- Submit Statement of Final Actual Project Cost (form DSA 168) to DSA when the project is substantially complete.

**1.16 Duties of DSA related to the use of forms DSA 152 and DSA 152-IPI are as follows:**

- Evaluate the submitted form DSA 5-PI, DSA 5-IPI (when applicable), DSA 5-AI, and/or DSA 5-SI (when applicable) to determine if the proposed project inspector and, when applicable, the in-plant inspector are qualified for the project.
- Upon determining the proposed project inspector and, when applicable, in-plant inspector and/or special inspector is qualified for the project, approve and return the form DSA 5-PI, DSA 5-IPI (when applicable), DSA 5-AI, and/or DSA 5-SI (when applicable) within five working days of receipt.
- Upon receipt of a completed form DSA 102-IC and approval of the DSA 5-PI and DSA 5-IPI (when applicable), determine the necessary quantities of Project Inspection Cards (DSA 152 and DSA 152-IPI forms), assign the Project Inspection Card numbers and issue the cards within five working days.
- Upload forms DSA 5-PI, DSA 5-IPI (when applicable), DSA 5-AI, and/or DSA 5-SI (when applicable), DSA 102-IC, DSA 152 and DSA 152-IPI to DSAbbox.
- Hold all involved parties accountable for compliance with their required duties.
- Supervise and review the performance of the project inspector (includes review of the project inspector's job file and use of form DSA 119 and, at project completion, use of form DSA 180).
- Make site visits as necessary. Record pertinent items to document the site visit and communicate to the project inspector, in-plant inspector, design professionals, special inspectors, Laboratory of Record, and school district using form DSA 135.
- Issue Orders to Comply or Stop Work Orders, in compliance with DSA IR A-13, if required, and as appropriate to achieve compliance with the DSA-approved construction documents and applicable codes (this includes DSA procedure PR 13-01 since the procedure implements the relevant sections of the CCR, Title 24, Part 1).

**1.17 Use of form DSA 152 for parts of the construction that require multiple**

**increments:** Some construction requires incremental work to make a complete system. An example is a large foundation system that may be placed incrementally over a period of time. In this example, framing may be starting in one area (where the foundation is in place) while foundation work is still occurring in another area of the same building. The expectation of DSA for these occurrences is:

- The Project Inspection Card applicable blocks and sections are signed off by the project inspector at the completion of the system, not during the construction of the increments.
- Until the system is complete, the project inspector, architect/engineers and contractors mutually agree on a system to keep track of compliant construction. One such system (using the above example) may be that a copy of the foundation plan is marked up showing areas of compliance. The applicable blocks and sections of the inspection card are then signed off once all areas of the foundation are complete, are determined to be in compliance with the DSA-approved construction documents, the

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**CONSTRUCTION OVERSIGHT PROCESS**

required structural/material and fire/life safety testing and inspections are complete, and the required documentation has been received by the project inspector.

- 1.18 Executive Summary of Form DSA 152:** See Appendix A for a summary of typical construction components and systems that are associated with each section/block of the inspection card. While the listing is not comprehensive, it provides a good foundation for understanding and consistency.

**2. REQUIREMENTS FOR THE USE OF FORMS DSA 151, DSA 154, DSA 155, AND DSA 6-PI:** **Note:** For in-plant construction, the in-plant inspector shall follow the requirements described below for project inspectors.

**2.1 Requirements for use of form DSA 151: Project Inspector Notifications:**

- The project inspector must make certain notifications to DSA. These include start of work, minimum 48 hours' notice prior to completion of foundation trenches, minimum 48 hours' notice prior to first concrete placement or significant concrete placement, and when work is suspended for more than one month.
- If there is an incorrect number or missing DSA 152 or DSA 152-IPI cards, the project inspector shall notify DSA using the form DSA 151.
- The report shall be made on form DSA 151 and submitted to DSA. Lack of compliance may be cause for DSA to record this noncompliance on the form DSA 119.
- A copy of each notification shall be kept in the project inspector's job file.

**2.2 Requirements for use of form DSA 154: Notice of Deviations/Resolution of Deviations:**

- When the project inspector identifies deviations from the DSA-approved construction documents the inspector must verbally notify the contractor. If the deviations are not corrected within a reasonable time frame or the contractor has covered up non-inspected or noncompliant work, the inspector is required to promptly issue a written notice of deviation to the contractor, with a copy sent to the design professional in general responsible charge and DSA.
- When the noticed deviations are corrected, the inspector is required to promptly issue a written notice of resolution to the contractor, with a copy sent to the design professional in general responsible charge and DSA.
- Deviations include both construction deviations and material deficiencies.
- The written notice of deviations shall be made using form DSA 154 and submitted to DSA (do not sign Section 3 of the form for deviation notifications). Lack of compliance may cause DSA to record this noncompliance on the form DSA 119.
- The notice of resolution of deviations shall be made using the original form DSA 154 that reported the deviations and be submitted to DSA (complete and sign Section 3 of the form for resolution of deviations). Lack of compliance may be cause for DSA to record this noncompliance on the form DSA 119.
- A copy of each notice shall be kept in the project inspector's job file.

**2.3 Requirements for use of form DSA 155: Project Inspector Semi-Monthly Report:**

- The project inspector must make semi-monthly reports (on the 1st and 16th of every month) on the progress of construction. The Project Inspector Semi-Monthly Report must be submitted to the design professional in general responsible charge, project



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**CONSTRUCTION OVERSIGHT PROCESS**

structural engineer, DSA, and the school district.

- The report must be made on form DSA 155 and submitted to DSA. Lack of compliance may cause DSA to record this noncompliance on the form DSA 119.
- A copy of each report shall be kept in the project inspector's job file.

#### **2.4 Requirements for use of Project Inspector Verified Report (form DSA 6-PI; form DSA 152-IPI for in-plant inspectors):**

- The project inspector shall submit Project Inspector Verified Report (form DSA 6-PI; form DSA 152-IPI) directly to DSA, the design professional in general responsible charge and the school district upon any of the following events occurring:
  - Work on the project is suspended for a period of more than one month.
  - The services of the inspector are terminated for any reason prior to completion of the project and such termination is not a result of work stoppage.
  - At the time of occupancy of any building, or portion of a building, involved in the project prior to completion of the entire DSA-approved scope of work. This reporting requirement applies to buildings that are newly constructed or rehabilitated as part of the project. A sketch drawing or written description shall be submitted to DSA, along with the DSA 6-PI, in order to identify the building(s) or portion thereof where occupancy has occurred.
  - The project is substantially complete. DSA considers the project to be complete when the construction is sufficiently complete, in accordance with the DSA-approved construction documents, so that the owner can occupy or utilize the project as determined by the project owner and design professional in general responsible charge.
  - DSA requests a verified report. The Project Inspection Card, form DSA 152; DSA 152-IPI, is considered a project inspector's verified report *as requested by DSA* and as such the applicable blocks and sections shall be kept updated as construction progresses.

**Note:** Each project may require filing of multiple reports. For example, the code requires filing a verified report for buildings that become occupied prior to completion of the entire scope. The same project will also require a final verified report upon completion of the entire project scope.

- The verified reports shall be made using forms DSA 6-PI and DSA 152 / DSA 152-IPI as appropriate, and submitted to DSA. Lack of compliance may cause DSA to record this noncompliance on the form DSA 119.
- A copy of each verified report shall be kept in the project inspector's job file.

#### **3. REQUIREMENTS FOR PROJECT INSPECTOR JOB FILE:** Refer to *IR A-8: Project Inspector and Assistant Inspector Duties and Performance* for a thorough discussion about requirements for the project inspector's job file.

**Note:** The in-plant inspector shall also follow the requirements described in IR A-8 for the project inspector's job file and substitute DSA 152-IPI for DSA 152.)

#### **4. ELECTRONIC SUBMITTAL OF DOCUMENTS TO DSA:** Wherever in this procedure it indicates to submit a document to DSA, the document shall be submitted using the method indicated below.

## CONSTRUCTION OVERSIGHT PROCESS

- 4.1 Submittal of all forms DSA 5 and DSA 102-IC:** These two forms shall be sent by email to the DSA Regional Office with the construction oversight authority for the project.

Email addresses for submittals are:

- DSA Oakland: [oakfielddocs@dgs.ca.gov](mailto:oakfielddocs@dgs.ca.gov)
- DSA Sacramento: [sacfielddocs@dgs.ca.gov](mailto:sacfielddocs@dgs.ca.gov)
- DSA Los Angeles: [lafielddocs@dgs.ca.gov](mailto:lafielddocs@dgs.ca.gov)
- DSA San Diego: [sdfielddocs@dgs.ca.gov](mailto:sdfielddocs@dgs.ca.gov)

- 4.2 Submittal of all other forms and documents:** Submittals shall be uploaded to DSAbbox. For DSAbbox instructions see [DSAbbox External Library](#). All documents submitted to DSAbbox shall be in PDF format. The naming convention specified in *Section 1.4* of the DSAbbox External Users Training Module shall be used when uploading documents to DSAbbox. Any document(s) incorrectly uploaded or named will be deleted and a notification with a deadline for the corrected submittal will be sent to the appropriate responsible individual(s). If the corrected document(s) is not uploaded by the notification specified deadline, it may result in an uncertified project and identification of the responsible individual(s) and missing document(s) noted on the DSA 301-P posted for public viewing in [DSA Certification Box](#).

**Note:** Once a DSA 301-P is issued, there will no longer be access to upload documents to DSAbbox; instead, documents must be uploaded to DSA Certification Box (see DSA Procedure *PR 13-02: Project Certification Process* for additional information).

- 4.2.1 Documents required to be uploaded to DSAbbox by the Project Inspector include:** **Note:** The in-plant inspector for permanent modular or relocatable buildings will submit the same documents described below but replace DSA 152 with DSA 152-IPI.

- DSA 6-PI
- DSA 130
- DSA 151
- DSA 152
- DSA 152-IPI
- DSA 154
- DSA 155
- DSA 156

- 4.2.2 Documents required to be uploaded to DSAbbox by the Laboratory include:**

- DSA 291
- DSA 293
- DSA 109
- Test and inspection reports (Nonconforming and, when requested by DSA, conforming per Section 1.9 of this Procedure).

- 4.2.3 Documents required to be uploaded to DSAbbox by the Architect/Engineer in General Responsible Charge include:**

## CONSTRUCTION OVERSIGHT PROCESS

- DSA 6-AE
- DSA-103
- *DSA 140: Application for Approval of Construction Change Document – CCD Category A/B.*

### 4.2.4 Documents required to be uploaded to DSABox by Contractors include:

- DSA 6-C

### 4.2.5 Documents required to be uploaded to DSABox by the School District/Owner include:

- DSA 108
- DSA 168

### 4.2.5.1 Documents required to be uploaded to DSABox by Special Inspectors not in the employ of the Laboratory of Record include:

- DSA 292.
- Special Inspector test and inspection reports (Nonconforming).

### 4.2.5.2 Documents required to be uploaded to DSABox by Geotechnical Engineers not in the employ of the Laboratory of Record include:

- DSA 293
- Special Inspector test and inspection reports (Nonconforming).

## 5. APPLICABILITY OF PROCEDURE PR 13-01:

### 5.1 Projects with Construction Started on or after June 1, 2013: This procedure is applicable and must be implemented at the start of construction.

### 5.2 Projects with Construction Started before June 1, 2013, but not complete:

In order to allow for transition, the following portions of this procedure shall be implemented as noted below. Required reporting and submittal of documents shall continue to be done in the manner currently employed on the project:

#### 5.2.1 Form DSA 151: Project Inspector Notifications:

The project inspector shall comply with the requirements of this procedure for all notifications to DSA for affected work starting after July 1, 2013.

#### 5.2.2 Form DSA 154: Notice of Deviations/Resolution of Deviations:

The project inspector shall comply with the requirements of this procedure for all deviations occurring after July 1, 2013, and for all unresolved project deviations.

#### 5.2.3 Form DSA 155: Project Inspector Semi-Monthly Report:

The project inspector shall comply with the requirements of this procedure for all semi-monthly reports issued after July 1, 2013.

#### 5.2.4 Form DSA 6-PI: Project Inspector Verified Report:

The project inspector shall comply with the requirements of this procedure effective June 1, 2013.

#### 5.2.5 Project Inspector Job File:

The project inspector's job file shall comply with the requirements of IR A-8.

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## **CONSTRUCTION OVERSIGHT PROCESS**

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A DSA Procedure documents a process or series of steps that DSA staff and/or external stakeholders must complete in order to fulfill one or more administrative requirements of DSA's review and approval of plans and specifications and construction oversight programs.

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**CONSTRUCTION OVERSIGHT PROCESS**
**APPENDIX**

**Executive Summary of DSA 152 Project Inspection Card:** The following provides a summary of typical construction components and systems that are associated with each section/block in the inspection card. While the listing is not comprehensive, it provides a good foundation for understanding and consistency. Refer to the *DSA 152 Manual* for additional detailed inspection and documentation requirements.

**SECTION 1 – INITIAL SITE WORK AND FOUNDATION PREP:****Block 1 – Mass Grading**

- Rough Grading of Overall Site
- Cuts/Fills
- Soil Remediation
- Soil Stabilization
- Soil Nails, Tie Backs, Rock/Soil Anchors
- Horizontal/Vertical Controls

**Block 2 – Building Pad**

- Soil Preparation Specific to Support of Structures
- Building Pad
- Soil Remediation
- Soil Densification
- Stone Columns

**Block 3 – Drainage Devices**

- Storm Water Collection/Distribution systems
- On-Site Retention Systems
- Foundation Drain systems
- Retaining Wall Drain Systems

**Block 4 – Utilities (Rough-in)**

- FLS Utilities/Systems
- MEP Utilities/Systems
- MEP Vaults
- Thrust Blocks

**Block 5 – Excavations**

- Foundation Systems
- Driven Piles

**Block 6 – Forms**

- Formwork
- FLS Systems
- MEP Systems
- Waterproofing/Vapor Barriers

**Block 7 – Steel Reinforcing**

- Reinforcing (bars, tendons, etc.)
- Embeds

**SECTION 2 - VERTICAL AND HORIZONTAL FRAMING:****Block 8 – Foundation Concrete**

- Verify Foundation Is Compliant (concrete 28 day strength, etc.)

**Blocks 9 - 12 – Concrete, Masonry,****Wood, Steel**

- Walls
- Columns
- Frames

**Blocks 13-15 – Concrete, Wood, Steel**

- Floors
- Roofs

## CONSTRUCTION OVERSIGHT PROCESS

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### SECTION 3 – APPURTENANCES:

#### Block 16 – Ceilings

- Ceilings
- Soffits
- Suspended Baffles

#### Block 18 – Rated Assemblies

- Walls
- Shafts
- Floors
- Roofs
- Ceilings
- Doors
- Fire Doors
- Windows
- Penetrations
- Dampers
- Fire-Proofing

#### Block 20 – Automatic Fire Suppression Systems

- Sprinklers
- Chemical
- Deluge
- Water Curtains
- Extinguishers
- Support/Bracing/Anchorage of AFSS

#### Block 22 – MEP (FLS)

- MEP Fire Suppression Systems (smoke and fire dampers)
- Kitchen Hoods
- Laboratory Hoods
- Dust Collection Systems
- Smoke Control Systems

#### Block 17 – Exterior Cladding

- Storefront/Window Walls
- Veneer
- Precast Concrete Panels
- Wall Finishes (stucco/plaster/wood/aluminum/etc.)
- Manufactured Systems (EFIS, GRFC, etc.)

#### Block 19 – Fire Alarms:

- Fire/Smoke Alarm System (includes support, anchorage, bracing, etc.)

#### Block 21 – MEP (Structural)

Support/Bracing/Anchorage for:

- MEP
- Equipment
- HVAC System
- Ducts
- Electrical
- Pendant Lights
- Transformers
- Switch Gears
- IDF/MDF/etc.
- Pipes
- Tanks

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## CONSTRUCTION OVERSIGHT PROCESS

### SECTION 4 – FINISH SITE WORK AND OTHER WORK:

#### Block 23 – Fine Grading

- Finish Grades
- Grading for Accessible POT System
- Grading for Run-off (drainage)

#### Block 24 – Flatwork

Accessible Path of Travel Systems such as:

- Stairs
- Ramps
- Walks
- Gates

#### Block 25 – Parking

- Drop-off
- Accessible parking
- Striping
- Signage
- Truncated Domes

#### Block 26 – Fire Lane

- Fire Lane

#### Block 27 – Other Work Structural

Support/Bracing/Anchorage for:

- Theater Systems (stage rigging, catwalks, speaker, lighting, curtains, etc.)
- Non-bearing partitions
- Operable partitions
- Casework
- Stairs
- Elevators
- Weather Protection

#### Block 28 – Other Work Fire Life Safety

- Egress Components
- Doors
- Gates
- Emergency Lighting
- Building Signage
- Site Signage
- Elevators
- Hazardous Materials

#### Block 29 – Other Work Accessibility

- Building Signage
- Site Signage
- Drinking Fountains
- Accessible POT Systems
- Stairs
- Ramps
- Walks
- Doors
- Gates
- Elevator
- Specialty Areas (restrooms, kitchens, casework, etc.)

**EXHIBIT G**  
**DSA FORM IR-A6**



## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

<b>Disciplines:</b> All	<b>History:</b>	Revised 11/27/18	Revised 11/21/12	Revised 11/15/06
		Revised 12/16/16	Revised in its entirety 11/01/12	Issued 09/01/99
		Revised 07/08/14	Revised 11/16/09	
		Revised 02/14/14	Revised 09/18/07	

Division of the State Architect (DSA) documents referenced within this publication are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

**PURPOSE:** This Interpretation of Regulation (IR) provides clarification of specific Code requirements relating to construction changes that must be submitted to DSA and defines the construction change document process.

**DEFINITIONS:** The following definitions apply to terms used in this document:

**Approved Construction Documents** – The Structural, Access or Fire & Life Safety related portions of the plans, specifications, addenda, deferred approvals, revisions, and construction change documents duly approved by DSA.

**Change** – Revisions, deletions, additions, and substitutions to approved construction documents.

**Change Order** – A document defining construction changes that result in changes to the contract.

**Clarification** – A statement from the architect or engineer in general responsible charge of the project that clarifies (but does not change) the requirements of the approved construction documents.

**Contract** – A written agreement for construction, alteration, repair or other construction activities associated with facilities regulated by DSA.

**Construction Change** – Changes to the approved construction documents after a contract for the work has been awarded.

**Construction Change Document (CCD)** – The documentation of construction changes.

**Design Professional in General Responsible Charge** – The architect or engineer in general responsible charge of the project as listed on Line 23 of form *DSA 1: Application for Approval of Plans and Specifications*.

**Drawing** – An illustration on paper or electronic medium.

**Field Change Document (FCD)** – A document defining construction changes but, unlike change orders, does not require approval of the school board nor an accounting of construction cost changes.

**Interpretation** – A statement from the architect or engineer in general responsible charge of the project that interprets (but does not change) the requirements of the approved construction documents.

**Responsible Design Professional** – The architect or engineer in general responsible charge of the project, as listed on Line 23 of form DSA 1, or architects or engineers with delegated responsibility for portions of the project as listed on Line 24a-24d or 25 of form DSA 1.

## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

**1. SUBMITTAL REQUIREMENTS FOR CONSTRUCTION CHANGES:** After a contract for the work has been let, changes to the approved construction documents shall be made by means of a CCD.

It is the responsibility of the design professional in general responsible charge to determine if changes affect the Structural, Access or Fire & Life Safety portions of the project. (See Section 4 below about the statement on the verified report.)

The design professional in general responsible charge shall prepare the CCD and is responsible for code and process compliance.

The following define requirements for submittal of a CCD to DSA.

**1.1 Changes to or affecting the Structural, Access Compliance or Fire & Life Safety portions of the project:**

- These changes shall be classified as **CCD Category A**.
- A CCD Category A is required to be submitted to and approved by DSA prior to commencement of the affected work.
- A CCD Category A must be submitted to DSA using form *DSA 140: Application for Approval of Construction Change Document - CCD Category A/B* depicted in Appendix A of this IR and available on the DSA forms page. Submittal process requirements are defined in Section 2 of this IR and must be followed.

**1.2 Changes NOT affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project:**

- These changes shall be classified as **CCD Category B**.
- CCD Category B are not required to be submitted to DSA unless specifically required, in writing, by DSA. However, a design professional, at their discretion, may choose to submit a CCD Category B. (Refer to Section 3 for fees charged.)
- If DSA requires any CCD Category B to be submitted, then they shall be submitted to DSA, similar to CCD A, using form DSA 140.
- If DSA requires a CCD Category B to be submitted, then DSA will review for concurrence that it does not contain changes to or affect the Structural, Access or Fire & Life Safety portions of the project. If necessary, and at its sole discretion, DSA will reassign the CCD to Category A.
- If DSA concurs the document is a category B document, an approval stamp will be applied to the document.

**1.3 Change Orders:** Change Orders are not required to be submitted to DSA. The CCD process replaces the need to submit Change Orders (except as noted in Section 7).

Changes to the construction cost are reported to DSA using *form DSA 168: Statement of Final Actual Project Cost* at the conclusion of the project.

**2. SUBMITTAL PROCESS:** Submittal of CCDs must conform to the following requirements:

- 2.1** Must be submitted by the design professional in general responsible charge.
- 2.2** Must be submitted to DSA using form DSA 140.
- 2.3** Each CCD submittal must use a separate DSA CCD form.
- 2.4** The DSA CCD form must be filled out completely, including identification of the CCD

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**CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS**

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Category A or B, leaving no fields blank. For Category B CCDs, indicate whether the submission is voluntary or DSA required. When DSA provides written direction compelling submission of a CCD Category B, attach a copy of the DSA written notification compelling submission.

**2.5** Each CCD must be uniquely numbered. The numbering may be numeric or alpha-numeric.

- If the submitted CCD is returned by DSA not approved, the CCD number used in the original submittal must remain the same for any subsequent re-submittals.
- If a submitted CCD Category B is returned by DSA not approved, the CCD number used in the original submittal must remain the same when re-submitting as a CCD Category A.

**2.6** Proposed changes must be described clearly and completely.

**2.8** All drawings, and, when applicable, the first page or index of specifications and calculations associated with the proposed change must be stamped, signed, and indicate date of signing by the responsible design professional as an attachment to form DSA 140.

**2.9** Reference to the specific portions of the drawings or specifications that are being changed must be included.

**2.10** Changes to any testing or inspection requirements associated with the proposed change must be clearly described with a revised form DSA 103: List of Structural Tests and Special Inspections.

**2.11** Each page in the CCD, including the pages in each attachment, shall be clearly and uniquely numbered. All drawings attached to describe the changes shall be clearly numbered, labeled, and referenced.

**2.12** When drawings containing DSA approval stamps are revised and reissued as part of the CCD, all of the following requirements must be met:

- Images of all DSA approval stamps must be removed from the drawing (or crossed out) prior to making any changes to the drawings.
- Each change shall be clouded and identified on the drawing.
- All drawings must be re-stamped and re-signed by the responsible design professional. The date of signing shall be provided.

**2.13 CCD Submittal to DSA**

**2.13.A Projects submitted to DSA prior to October 1, 2018:** DSA Box or Bluebeam studio may be utilized for CCD submittals as directed by the DSA Regional Office. If [DSABox](#) is utilized for CCD submittals, each CCD shall be submitted as a single document and include form DSA 140 as the first page. In some cases, large size drawings associated with CCDs may need to be submitted as a hard copy to the appropriate DSA regional office. The design professional should contact the DSA regional office to determine file size limitations and submittal guidelines, and review DSABox instructions in the [DSABox External Library, Module 2.13](#). If Bluebeam studio is utilized for CCD submittals, see *DSA PR18-04: Electronic Plan Review for Design Professionals of Record* for submittal procedures.

**2.13.B Projects submitted to DSA on or after October 1, 2018:** Bluebeam Studio will be utilized for CCD submittals. See DSA PR18-04 for submittal procedures

**CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS****3. REVIEW AND APPROVAL/CONCURRENCE BY DSA:**

- DSA will charge fees in accordance with IR A-30 for all Category A CCDs submitted to DSA for approval. Category B CCDs voluntarily submitted by the design professional to DSA will be charged fees for review and concurrence. Category B CCDs required by a DSA representative to be submitted will not cause charged fees if DSA concurs the CCD is Category B.

**3.1 CCD Category A:**

- DSA reviews CCD Category A for minimum compliance with the codes regulating the Structural, Access and Fire & Life Safety portions of the project.
- If not approved by DSA, then the CCD is returned to the design professional in general responsible charge for corrections. DSA will return the document for corrections with a form DSA 140 attached indicating the status of the review and update eTracker accordingly. After corrections are made then the CCD is re-submitted (must include the DSA comments and a copy of the form DSA 140 from the previous unapproved submittal) following the submittal process outlined in Section 2 of this IR
- If approved by DSA, then DSA places the approved CCD in DSAbbox as described in DSAbbox External Library, Module 2.13 (see Section 4 for requirements for distribution by the design professional in general responsible charge).

**3.2 CCD Category B:**

- DSA reviews CCD Category B to provide concurrence that the changes do not affect the Structural, Access or Fire & Life Safety portions of the project.
- DSA approval of CCD Category B is not approval for code compliance, but is concurrence that the documents do not change the Structural, Access and/or Fire & Life Safety portions of the project.
- If not approved by DSA, then the CCD is returned to the design professional in general responsible charge for corrections. After corrections are made, then the CCD is re-submitted using CCD Category A form DSA 140 (must include the DSA comments and a copy of the form DSA 140 from the previous unapproved submittal) following the submittal process outlined in Section 2 of this IR. The remaining review process will follow that for CCD Category A described in Section 3.1 of this IR.
- If approved by DSA, then DSA places the approved CCD in DSAbbox as described in DSAbbox External Library, Module 2.13 (see Section 4 for requirements for distribution by the design professional in general responsible charge).

**4. DUTIES OF DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE**

**4.1 Distribution of CCD Category A Documents:** The design professional in general responsible charge shall provide the contractor and project inspector with DSA approved CCD Category A prior to commencement of work shown thereon.

**4.2 CCD Category A Statement in Final Verified Report:** The final verified report (form DSA 6-AE) from the design professional in general responsible charge must include a statement that all changes to or affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project have been approved by DSA. The intent for all projects is that this final verified report be dated after the approval of those CCDs.

**CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS**

**5. DUTIES OF THE PROJECT INSPECTOR WITH RESPECT TO CCDs:** The project inspector shall follow the CCD Category A record-keeping and monitoring requirements, issuing deviation notices when appropriate, as specified in IR A-8: Project Inspector and Assistant Inspector Duties and Performance.

**6. MONITORING OF CHANGES BY DSA:** If DSA determines that changes to the plans or specifications appear to require DSA approval (changes affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project), DSA shall notify the design professional in responsible charge and require the changes to be submitted for review and approval by DSA or require evidence the changes are CCD Category B.

**7. TRANSITION:** The following provides direction for submittal of construction change documents (Change Orders, (Field Change Document) FCDs or CCDs) for projects in various stages of completion of construction. All projects for which construction commences on or after January 2, 2013 are required to use the CCD process described in this IR.

**7.1 Projects for which, prior to November 1, 2012, construction is essentially complete, having been issued a DSA 90-day letter or “closed uncertified” by DSA:** Projects in this category may have an issue of “unresolved change orders” or “unresolved FCDs.” The status of these could be:

- Change orders or FCDs have been submitted to DSA and are pending review or unapproved.
- Change orders or FCDs have not been submitted to DSA.

To resolve this issue, use the following options:

**Change Orders:**

**Option #1:** Submit/resubmit the change orders and obtain DSA approval. The cost information in the change order need not be included.

**Option #2:** If any or all of the “unresolved change orders” are changes that do not affect the Structural Safety, Access Compliance, or Fire & Life Safety components or portions of the project, then, in lieu of the change orders, form DSA 310: Alternate Certification Statement of Content for Change Orders, Addenda and Revisions may be submitted. The specific change orders must be listed, by number, on the form.

**FCDs:**

**Option #1:** If the FCD has been previously submitted to DSA, then resubmit the FCD and obtain DSA approval.

**Option #2:** For changes that affect the Structural Safety, Access Compliance, or Fire & Life Safety portions of the project, but have not resulted in a change order, and have not been previously submitted as an FCD, then submit as a CCD Type A.

**7.2 Projects for which construction commenced prior to January 2, 2013 and do not fall into the category defined in Section 7.1:**

- For change orders or FCDs that have been submitted to DSA, see options listed in section 7.1.
- From November 1, 2012 to January 1, 2013: If previously unsubmitted change orders or FCDs are submitted, DSA staff will assign them as CCD Category A, assign the change order/FCD number as the CCD number, and process them accordingly.

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## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

- On or after January 2, 2013: the CCD process must be followed for all new, previously unsubmitted construction changes. If previously unsubmitted change orders or FCDs are submitted, DSA staff will return them as rejected, not approved and require them to be resubmitted as CCD.

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### REFERENCES:

California Code of Regulations (CCR) Title 24  
Part1: California Administrative Code, Sections 4-215, 4-233, 4-338 and 4-341  
California Health and Safety Code, Sections 16011, 16013 and 16015  
California Education Code, Sections 17280 and 81130

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This IR is intended for use by DSA staff and by design professionals to promote statewide consistency for review and approval of plans and specifications as well as construction oversight of projects within the jurisdiction of DSA, which includes State of California public schools (K–12), community colleges and state-owned or state-leased essential services buildings. This IR indicates an acceptable method for achieving compliance with applicable codes and regulations, although other methods proposed by design professionals may be considered by DSA.

This IR is subject to revision at any time. Please check DSA's website for currently effective IRs. Only IRs listed on the webpage at [www.dgs.ca.gov/dsa/publications](http://www.dgs.ca.gov/dsa/publications) at the time of project application submittal to DSA are considered applicable.

**CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS****Appendix A - Sample CCD Category A****140**

## APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT – CCD CATEGORY A/B

This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: <u>Amazing Unified School District</u>	DSA File #: <u>37</u>	-
Project Name/School: <u>Best School</u>	DSA App. #: <u>04</u>	- <u>119119</u>

**APPLICANT**

CCD Cat. <input checked="" type="checkbox"/> A / <input type="checkbox"/> B, #: <u>04</u>	Date Submitted: <u>5-5-16</u>	Attached Pages?: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes ( <u>2</u> pages)
For CCD Cat. B, this is a <input type="checkbox"/> voluntary submittal, <input type="checkbox"/> DSA required submittal (attach DSA notification requiring submission).		
Firm Name: <u>ABC Architects</u>	Contact Name: <u>Pat Smith</u>	
Email: <u>Pat@abc.com</u>	Phone Number: <u>(888)555-1111</u>	
Address: <u>1444 Arch Drive</u>		
City: <u>San Diego</u>	State: <u>CA</u>	Zip: <u>92127</u>
<input type="checkbox"/> A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		
<input checked="" type="checkbox"/> For project currently under construction		
<input type="checkbox"/> To obtain DSA approval of existing uncertified building(s).		

**DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE**

Name of Design Professional in General Responsible Charge: <u>Robin Hanks</u>	
Professional License #: <u>C72475</u>	Discipline: <u>Architect</u>
Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.	
Signature: <u>R. Hanks</u> DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE	

**CHECK THIS BOX:** ☒ To confirm that all CCD drawings and, when applicable, first sheet or index of calculations and specifications have been stamped and signed by the Responsible Design Professional listed on DSA 1 for this project.

Brief description of construction change (attach additional sheets if needed):

Change bolts to lags on detail 7/S5.

List of DSA approved drawings affected by this CCD: Sheet S5, detail 7.

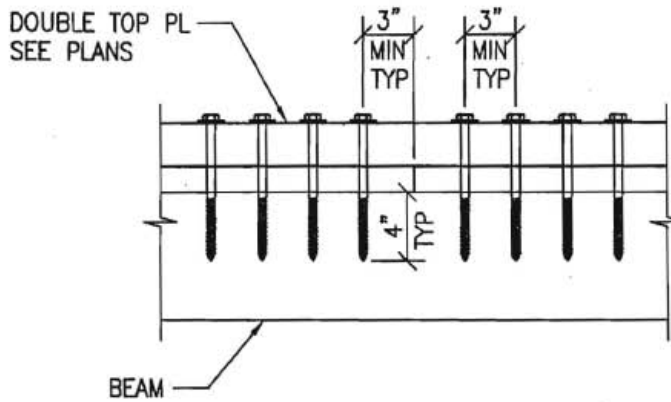
DSA USE ONLY		DSA Stamp
SSS _____ Date _____ Approved / Disapproved / Not Req'd	For business office use only Date Sent _____ Return By _____ Delivery Method _____	
FLS _____ Date _____ Approved / Disapproved / Not Req'd		
ACS _____ Date _____ Approved / Disapproved / Not Req'd		
Remarks _____		



## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

## Appendix A - Sample CCD Category A (continued)

CCD 5 ATT # 1 OF 2



DOUBLE TOP PL  
SEE PLANS

3" MIN TYP

3" MIN TYP

4" TYP

BEAM

SCHEDULE	
TYPE	SCREWS
TYPE A	16-5/8"Ø LAG
TYPE B	24-5/8"Ø LAG

**NOTE:**

1. LOCATE SCREWS AT CENTER LINE OF TOP PLATE.
2. SPLIT TOTAL NUMBER OF SCREWS EACH SIDE OF SPLICE.
3. FOR INFO NOT SHOWN SEE 7  
S-5

ALTERNATE TO DETAIL 7  
S-5 CL-1

SHEET # 1 OF 1

REGISTERED PROFESSIONAL ENGINEER  
 NO. 13457  
 IN  
 STRUCTURAL  
 STATE OF CALIFORNIA

Project Name:	BEST SCHOOL
DSA Application #:	04-11919X
CCD Number:	05
Date:	5/5/15



## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

## Appendix A - Sample CCD Category A (continued)

PROJECT: NEW SCHOOL  
 DSA #: 04-119119X  
 CCD #: 05  
 DATE: 5/5/15

CCD 5 SHIT #2 of 2  
 (CALC SHIT #1)

CHANGE DETAIL 7/55 FROM BOLTS TO LAG

FROM 7/55  $\frac{3}{4}$ "  $\phi$  BOLTS 2X TO 4X  
 VAL = 1.2K

CHANGE TO  $\frac{5}{8}$ "  $\phi$  LAG (1 1/2" SIDE MEMBER)  
 VAL = .92K

USE 2-  $\frac{5}{8}$ "  $\phi$  LAG TO REPLACE 1-  $\frac{3}{4}$ "  $\phi$  BOLT  
 SPACE  $4d = 4 \times \frac{5}{8} = 2\frac{1}{2}$ "  $\rightarrow$  USE 3 MIN.

FROM 7/55 TWO TYPES OF SPACES.

TYPE A USES 8-  $\frac{3}{4}$ "  $\phi$  BOLTS  
 REPLACE W/ 16-  $\frac{5}{8}$ "  $\phi$  LAG.

TYPE B USES 12-  $\frac{3}{4}$ "  $\phi$  BOLTS  
 REPLACE W/ 24-  $\frac{5}{8}$ "  $\phi$  LAG.



## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

## Appendix B - Sample CCD Category B



140

## APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT – CCD CATEGORY A/B

This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: <u>Amazing Unified School District</u>	DSA File #: <u>37</u>	-
Project Name/School: <u>Best School</u>	DSA App. #: <u>04</u>	- <u>119119</u>

**APPLICANT**

CCD Cat. <input type="checkbox"/> A / <input checked="" type="checkbox"/> B, # <u>05</u>	Date Submitted: <u>5-5-16</u>	Attached Pages?: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes ( <u>1</u> pages)
For CCD Cat. B, this is a <input checked="" type="checkbox"/> voluntary submittal, <input type="checkbox"/> DSA required submittal (attach DSA notification requiring submission).		
Firm Name: <u>ABC Architects</u>	Contact Name: <u>Pat Smith</u>	
Email: <u>Pat@abc.com</u>	Phone Number: <u>(888)555-1111</u>	
Address: <u>1444 Arch Drive</u>		
City: <u>San Diego</u>	State: <u>CA</u>	Zip: <u>92127</u>
<input type="checkbox"/> A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		
<input checked="" type="checkbox"/> For project currently under construction		
<input type="checkbox"/> To obtain DSA approval of existing uncertified building(s).		

**DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE**

Name of Design Professional in General Responsible Charge: <u>Robin Hanks</u>	
Professional License #: <u>C72475</u>	Discipline: <u>Architect</u>

Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

Signature: R. Hanks  
DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

**CHECK THIS BOX:** ☒ To confirm that all CCD drawings and, when applicable, first sheet or index of calculations and specifications have been stamped and signed by the Responsible Design Professional listed on DSA 1 for this project.

Brief description of construction change (attach additional sheets if needed):

Add painted word "SCHOOL" five feet south of existing "CROSSING" sign, centered on northbound lane of Main St. on west side of school site. Use paint specified for roadway symbols.

List of DSA approved drawings affected by this CCD: Sheet AS1, detail S3.

DSA USE ONLY	DSA Stamp
SSS _____ Date _____ Approved / Disapproved / Not Req'd FLS _____ Date _____ Approved / Disapproved / Not Req'd ACS _____ Date _____ Approved / Disapproved / Not Req'd Remarks _____ _____ _____	For business office use only Date Sent _____ Return By _____ Delivery Method _____

CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

Appendix B - Sample CCD Category B (continued)

CCD 6 SHEET # 1 OF 1

19.3'

10'

SHEET # 1 OF 1

	Project Name:	BEST School
	DSA Application #:	04-119119X
	CCD Number:	06
	Date:	5/5/15

**EXHIBIT H**  
**DSA FORM 3**

## PROJECT SUBMITTAL CHECKLIST

Division of the State Architect (DSA) documents referenced within this publication are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

### GENERAL REQUIREMENT

**Projects submitted to DSA must include 100% complete Construction Documents, finalized, completely detailed, coordinated across all disciplines and ready for construction.**

### PURPOSE

The DSA 3 submittal checklist is a guide for submitting complete documents to provide for a thorough, comprehensive and efficient plan review process by DSA. It addresses Forms, Fees, Construction Documents and Supporting Documents required by plan reviewers. As outlined in procedure *PR 17-03: Project Submittal Appointment Process*, submittals that are found to be incomplete will be rejected and required to register for a new submittal date.

### INSTRUCTIONS

The DSA 3 submittal checklist is to be completed by the design professional responsible for the quality control and coordination review of the Construction Documents. All fields should be filled with either an “X” indicating required items included in the submittal or “N/A” indicating items not applicable to the scope of work.

It is recommended that the DSA 3 checklist be reviewed by the design professional at the time the project is registered to allow adequate time to verify that all applicable items have been completed and coordinated prior to submittal. Any questions related to the applicability of a listed item to the specific project scope should be clarified with DSA intake staff at the time the project is registered and progress drawings are uploaded to DSA Box.

### PART 1 – APPLICATION FORMS

ENTER X OR N/A

1. A completed form *DSA 1: Application for Approval of Plans and Specifications*. ..... ☐  
Note: Design Professionals listed must match those listed on the Title Sheet of the plans.
2. A completed form *DSA 3: Project Submittal Checklist*..... ☐
3. A completed form *DSA 1-INC: Definition of Scope Increments*. Applicable to projects requesting incremental plan review. See *IR A-11: Incremental Submittals*. ..... ☐
4. A completed form *DSA 1-DEL: Delegation of Responsibility*. Applicable to projects involving delegation of responsibilities of plans and specifications, and construction observation which are not easily described on the form *DSA 1*. ..... ☐
5. A completed form *DSA 1-MR: Application for New Manufactured Permanent Modular or Relocatable Buildings*. Applicable to projects manufacturing permanent modular or relocatable buildings. See bulletin *BU 16-01: Delegation of Authority for Modular and Relocatable Buildings – FAQs*). ..... ☐
6. A completed form *DSA 1-RUH: Request for Finding of Unreasonable Hardship*. Applicable to alteration, addition or repair projects seeking relief from full compliance with path of travel requirements. .... ☐
7. A completed form *DSA 1-AMM: Request for Alternate Design Materials and Methods of Construction*. Applicable to projects requesting approval of alternates to achieve code compliance. See procedure *PR 18-01*. .... ☐

**PROJECT SUBMITTAL CHECKLIST****PART 2 – APPLICATION FEES****ENTER X OR N/A**

## 1. Project Submittals

Structural, Fire & Life Safety and Access Compliance plan review fees as required. .... ☐

Required fees may be combined on a single check or warrant made out to “Division of the State Architect” (Note: Not all projects require review by all three disciplines. Indicate plan review services required on the *DSA 1* form). Fees are based on estimated value of construction. Use the *Plan/Field Review Fee Calculator* within Tracker to determine amount due at submittal.)

## 2. Pre-Check Submittals (PC)

a. Structural, Fire & Life Safety and Access Compliance plan review fees ..... ☐

Plan review fees are charged on an hourly basis. A \$6,000 deposit check or warrant made out to “Division of the State Architect” is due at submittal. Final fee to be calculated and invoiced based on actual plan review hours

b. CALGreen/Energy Code plan review fee ..... ☐

A separate deposit check is required for CALGreen/Energy Code plan review for PC submittals for permanent modular or relocatable buildings. See procedure *PR 07-01: Pre-Check Approval*).

- \$2,500 deposit for two or more climate zones
- \$1,500 deposit for one climate zone
- \$500 deposit for unconditioned building (e.g. restroom building)

**PART 3 – CONSTRUCTION DOCUMENTS****ENTER X OR N/A****A. GENERAL REQUIREMENTS FOR DRAWINGS AND SPECIFICATIONS**1. 100% complete Construction Drawings and Specifications, cross-referenced and coordinated among all disciplines..... ☐a. Bid alternates identified, when applicable..... ☐b. DSA approved Pre-Checked (PC) drawings to be included in drawing set for projects incorporating PC designs. .... ☐c. Electronic Plan Review submittal prepared in accordance with the drawing and specification format/file requirements in procedure *PR 18-04: Electronic Plan Review for Design Professionals of Record*. .... ☐d. Over-The-Counter (OTC) Plan Review submittal prepared in accordance with policy *PL 07-02: Over-the-Counter Review of Projects Using Pre-Check Approved Designs*. (1) set required for plan review mark-ups; (1) set for corrections and approval. .... ☐e. For the submittal of new, revised or renewed pre-check (PC) applications see procedures *PR 07-01: Pre-check Approval* and *PR 18-04: Electronic Plan Review for Design Professionals of Record*. Submittal is required to be in electronic format. All conditioned or unconditioned PC buildings require DSA CALGreen/Energy review. .... ☐2. A completed form *DSA 103: List of Material Testing and Special Inspection*..... ☐3. A completed form *DSA 810: Fire & Life Safety Site Conditions Submittal* when required per the DSA 810 instructions. (Incorporate on fire access site plan, with local fire authority sign off for proposed alternates for applicable projects.) ..... ☐

**PROJECT SUBMITTAL CHECKLIST****B. TITLE SHEET**

1. A complete Code Analysis. For each building indicate use, occupancy classification, allowable area, allowable building height, construction type, mixed ratio and area increase justifications. (Provide separate code analysis sheet, if necessary.) ..... ☐
2. Index of all sheets ..... ☐
3. Complete scope of work description ..... ☐
4. On incremental submittals, identify all increments and their respective scope of work. (A Title Sheet is required for each incremental submittal.) ..... ☐
5. Project directory including contact information for owner, architect and consultants. .... ☐
6. List of required governing codes, adopted standards and inspector classifications. .... ☐
7. List of deferred submittals. (See guideline *GL-3: Structural Plan Review* for list of items eligible for deferred submittal.) ..... ☐

**C. SITE AND / OR CIVIL PLANS AND DETAILS**

1. Comprehensive campus site plan and enlarged site plans for areas of work. (Identify if the site is located within a Wildland Urban Interface area. Label all incremental work if applicable.) ..... ☐
2. Identified each building and include name, use, occupancy, construction type and whether or not it's equipped with fire sprinkler system. .... ☐
3. DSA application number(s) for each existing structure and facility within the scope of work identified. See *IR A-20: New Projects Associated with Existing Uncertified Projects*. Note that issues preventing the certification of existing structures and facilities will need to be resolved before plans altering those structures and facilities are approved. .... ☐
4. Path of travel improvements which include an accessible route from the area of work to each of the following elements with improvements to current code: public transportation stops, public way, accessible parking, accessible passenger loading zones, administration building, and accessible restroom(s) serving area of work. See procedure *PR 15-01: Required Information for Path of Travel Upgrades on Construction Documents*. .... ☐
5. Accessible parking spaces identified and detailed within scope. .... ☐
6. Parking ratio calculations for each parking lot, within or impacted by the scope of work. .... ☐
7. Location of proposed electric vehicle charging stations, if provided. .... ☐
8. Sidewalk and roadway delineated, with widths and surface materials identified within scope. .... ☐
9. Path of exit discharge to public way or to identified area(s) of safe dispersal. .... ☐
10. All fencing and gates shown, indicating required exit gates, panic hardware and widths. .... ☐

**D. DEMOLITION PLANS**

1. Area of demolition and location of adjacent structures indicated on site plan. .... ☐
2. Detailed demolition plan for partial demolitions with note on plan stating that no demolition shall begin until plans including the demolition work have been approved by DSA ..... ☐

**PROJECT SUBMITTAL CHECKLIST****E. FLOOR PLANS**

1. Floor plans demonstrating access compliance, including restrooms, elevators, wheelchair lifts, stairs, ramps, door clearances, door swings, doors with panic hardware, casework, fixed furniture, equipment and all other required accessibility features. .... ☐
2. Enlarged floor plans of restrooms, elevators, stairs, ramps, lifts and specialty areas such as science labs, kitchens, auditoriums, etc. .... ☐
3. Distance of travel from elevator location to top and bottom nosing of all stairways demonstrated to be less than 200 feet. .... ☐
4. Accessible egress systems identified and detailed. .... ☐
5. Room and occupied area labels, indicating use and total occupants. Load factor used for occupant load calculations identified (net or gross). .... ☐
6. Net or gross floor area totals for each room or occupant area indicated. .... ☐
7. An exit analysis provided, indicating exit widths and cumulative loads at exits, including exit discharge paths and widths. .... ☐
8. Fire-resistance-rated walls and smoke barriers identified and cross referenced to partition schedules and details. Wall types, wall function, assemblies and assembly design number references noted. .... ☐
9. A detailed bleacher seating layout, identifying accessible seating and remaining floor area occupant load calculations (required in initial submittal even for projects where bleachers are identified as a deferred submittal). .... ☐
10. Way-finding and signage plans with legends and/or schedules cross-referenced to details. .... ☐
11. Dedicated egress provided within a new addition, unless the existing adjacent structure providing egress is of equal or greater live load and lateral load design criteria than the new addition (per *Part 1, Title 24, Section 4-306*). .... ☐

**F. ARCHITECTURAL DETAILS, ELEVATIONS, SECTIONS, ROOF PLANS AND REFLECTED CEILING PLANS**

1. Detailed interior elevations, exterior elevations, and sections including dimensions. Show roofing types and connections to structure. Show ceiling types and support and bracing details. .... ☐
2. Interior and exterior wall framing and details, including locations of drift joints in exterior wall framing as applicable. .... ☐
3. Fire-resistance-rated horizontal assemblies, ceilings and floors identified and detailed. .... ☐
4. Door openings and wall penetrations located and detailed. .... ☐
5. Skylight locations and sizes shown and detailed. .... ☐
6. Door, hardware, windows and finish schedules cross referenced to details. Note panic hardware, fire doors, doors with security hardware, and any fire-resistance-rated and tempered glazing/window assemblies. .... ☐
7. Signage schedules, cross referenced to details of room identification and way-finding signage. .... ☐
8. Casework and fixed furniture identified, including elevations, details, anchorage and required accessibility clearances and features. .... ☐
9. Soffits and other architectural projections identified and detailed. .... ☐



**PROJECT SUBMITTAL CHECKLIST**

10. All equipment identified and anchorage detailed. .... ☐
11. Walk-in refrigerators and freezers identified and detailed. .... ☐
12. Roof classes identified on all new and existing roofs within the project scope. .... ☐

**G. STRUCTURAL DRAWINGS**

1. Description of design basis, indicating the materials and lateral system utilized. List design gravity and lateral loads, soil parameters, and wind and seismic coefficients. For voluntary seismic improvements, indicate the specific structural items to be upgraded and the load levels for which those items are designed. .... ☐
2. Dimensioned foundation, floor and roof framing plans, including locations of all structural elements (e.g., foundations, walls, columns, beams). .... ☐
3. Complete truss detailing, including open web manufactured trusses (unless deferred.) .... ☐
4. Details for all elements of the lateral force resisting system .... ☐
5. Details for all diaphragms, chords, and collectors .... ☐
6. All windows, doors, skylights, ducts, pipes and other openings identified and detailed. .... ☐
7. Mechanical and electrical equipment located on plans, sections and elevations with unit weights noted on floor and roof framing plans. .... ☐
8. Project details, schedules and notes, as applicable to scope of work. .... ☐
9. For relocatable buildings less than 2,160 square feet, identify and detail wood or concrete foundations. .... ☐
10. For relocatable buildings over 2,160 square feet, identify and detail concrete foundations .... ☐

**H. MECHANICAL/PLUMBING DRAWINGS AND CALCULATIONS**

1. Location of all rated wall and ceiling assemblies identified. .... ☐
2. Mechanical unit locations shown, anchorage details referenced. .... ☐
3. Mechanical equipment schedule, including equipment CFMs (cubic feet per minute rating), unit operating weights and cross-reference to anchorage details. .... ☐
4. For MEP (Mechanical/Electrical/Plumbing) only projects, show partial structural framing plans at existing floors or roofs supporting mechanical equipment. .... ☐
5. Anchorage details for ducts and piping. .... ☐
6. Plumbing fixture schedules with flow rates and flush volume indicated in accordance with *CALGreen Code Section 5.303.3*. .... ☐
7. Mechanical and piping penetrations at fire-resistance-rated walls, shear walls, headers, lintels, floors and roofs identified and cross referenced to details. .... ☐
8. Plumbing layout coordinated with architectural plans and accessible fixtures identified. .... ☐
9. Grade level gas shut-off valve location indicated at all buildings. .... ☐
10. Locations of all fire/smoke dampers, supply/return registers and ducting indicated with details cross-referenced. .... ☐
11. Fume hood system shown including weight and exhaust duct identified and detailed. .... ☐

**PROJECT SUBMITTAL CHECKLIST**

12. Type I kitchen hood fire suppression system identified and detailed. (Show gravity support and lateral bracing for kitchen hoods.) ..... ☐
13. Any special systems indicated, including smoke removal, special venting, dust collection and all interfacing equipment identified and detailed with weights shown or scheduled for required anchorage design. .... ☐
14. Domestic water and gas load calculations with pipe sizes identified. .... ☐
15. Water heating system and location of equipment identified. .... ☐
16. *Energy Code Certificate of Compliance* forms included with plans. .... ☐

**I. ELECTRICAL DRAWINGS**

1. Location of all rated wall and ceiling assemblies identified. .... ☐
2. Panel locations with fire-resistance-rated enclosure assemblies identified. .... ☐
3. New and existing exit signs located. .... ☐
4. Interior and exterior emergency lighting and dedicated circuits identified. .... ☐
5. Power receptacles, ground-fault circuit interrupters (GFCI), and switches with accessible locations indicated and heights detailed. .... ☐
6. Assistive Listening Systems identified and detailed. .... ☐
7. Panel schedules and load calculations provided. .... ☐
8. Equipment/fixture schedule with weights and reference to anchorage details provided. .... ☐
9. *Energy Code Certificate of Compliance* forms included on plans. .... ☐

**J. FIRE ALARM SYSTEM DRAWINGS**

1. Guideline *GL-2: Project Submittal Guideline: Fire Alarm and Detection Systems* has been reviewed and all applicable items incorporated into submittal ..... ☐
2. Automatic fire alarm system if applicable (An automatic fire alarm system is required for all new buildings at a new or existing campus and for modernizations if project cost exceeds \$200,000 with any state funding.) ..... ☐
3. Fire alarm site plan indicating building names or designations ..... ☐
4. Fire alarm floor plans, including room uses, ceiling heights with circuits and device numbers identified, including locations of fire-resistance-rated walls and ceilings. .... ☐
5. Locations of the fire alarm control panel, power booster, terminal cabinets, annunciator panels, and all other required fire alarm equipment shown. .... ☐
6. Conduit runs, including wire type, size and number of conductors indicated. .... ☐
7. Fire alarm system identified: addressable or non-addressable, system and circuit class. .... ☐
8. Voltage-drop and battery calculations shown. .... ☐
9. Emergency Voice/Alarm Communication System. (See *IR F-1* for projects, where required). .... ☐

**PROJECT SUBMITTAL CHECKLIST****K. AUTOMATIC FIRE SPRINKLER SYSTEMS (AFSS) DRAWINGS**

1. Guideline *GL-1:Project Submittal Guideline: Automatic Fire Sprinkler Systems* and policy *PL 10-01: Plan Submittal Requirements: Automatic Fire Sprinkler Systems (AFSS)* have been reviewed and all applicable items incorporated into the submittal ..... ☐
2. Test Hydrant locations identified and water-flow test data signed by local fire authority or water purveyor. .... ☐
3. Fire sprinkler plan and site plan layout with water-flow test hydrant nodes indicated. Show locations for all lateral bracing. Show locations of fire rated assemblies and full height walls. .... ☐
4. Reflected ceiling plan with fire sprinklers located and coordinated with architectural, mechanical and lighting plans. .... ☐
5. Cross sections of buildings. .... ☐
6. Details of all assemblies, fittings, bracing, hangers, thrust blocks, signage, flexible piping and any other required AFSS equipment or supports. .... ☐

**PART 4 – SUPPORTING DOCUMENTATION****ENTER X OR N/A****A. GENERAL SUPPORTING DOCUMENTS**

1. Pre-application meeting minutes ..... ☐
2. District letter for exempt items. (Applicable only to school project submittals containing items listed in *Appendix A of IR A-22: Construction Projects and Items Exempt from DSA Review* which the district wishes DSA not to plan review or certify.) ..... ☐
3. Previously-approved DSA reference drawings (for alteration, reconstruction or additions to previously DSA-approved structures). .... ☐
4. Previously-approved DSA comparison sets (for projects re-using previously DSA-approved designs) ..... ☐

**B. STRUCTURAL REVIEW SUPPORTING DOCUMENTS**

1. EXISTING BUILDING EVALUATION (For projects involving reconstruction, alterations, or additions.) ..... ☐
  - a. Copy of DSA approved (REH) Rehabilitation Evaluation and Design Criteria Report (applicable to rehabilitation projects for upgrades of non-conforming building or mandatory triggered upgrades per *CAC 4-309 (c)*). See form *DSA 1-REH Pre-application for Approval of a Rehabilitation Project Evaluation & Design Criteria Report* and procedure *PR 08-03: School Facility Program/Seismic Mitigation Program*. .... ☐
  - b. For projects involving reconstruction, alterations, or additions where no REH report has been submitted: Provide calculations demonstrating that the triggers of *CAC Section 4-309(c)* have not been exceeded. .... ☐
  - c. For projects involving reconstruction, alterations, or additions where no REH report has been submitted: Provide justification that the cost of the building reconstruction, alteration, or addition, determined in accordance with *CAC 4-309(c)*, does not exceed 50 percent of the building replacement cost. .... ☐

**PROJECT SUBMITTAL CHECKLIST****2. FLOOD MAP**

(Applicable to new construction, additions and relocations. See procedure *PR 14-01: Flood Design and Project Submittal Requirements*.) .....

☐**3. PROJECT STRUCTURAL CALCULATIONS**

- a. One set of stamped and signed structural calculations indicating codes used. .... ☐
- b. Index of all calculations included. .... ☐
- c. Description of scope of work covered by the submitted calculations with complete design criteria indicated. Provide a clear narrative for each calculation section with main assumptions and design approach to be used. Address the impact to existing structural lateral systems of any proposed partial demolition(s). Reference CAC 4-309 for structural rehabilitation triggers. .... ☐
- d. Seismic, wind and importance load factors indicated. Wind loading provisions including wind speed, exposure and any specialized items such as topographic effects need to be clearly defined. .... ☐
- e. Snow load utilized in the design identified; provide snow drift calculations, if appropriate. .... ☐
- f. Utilized soil bearing pressure indicated. If greater than 1,500 psf, or where the exceptions in *California Building Code (CBC) Section 1803A.2* are not met, provide substantiating geotechnical report. .... ☐
- g. Utilized lateral soil passive pressure indicated. If greater than 100 psf, provide substantiating geotechnical report. .... ☐
- h. Completed design checks of foundations including check of soil stresses and strength checks of footings. .... ☐
- i. Allowable lateral soil pressure for the design of poles, signs or antennae. .... ☐
- j. Calculations for miscellaneous site structures. .... ☐
- k. Key plans for foundations, floors and roofs, coordinated and cross referenced to the submitted structural calculations. .... ☐
- l. Lateral drift calculations, as required by code, .... ☐
- m. Load calculations, including weight of mechanical and electrical units and fire sprinkler pipe, .... ☐
- n. Calculations for mechanical equipment anchorage, including overturning, .... ☐
- o. Complete gravity system calculations, including checks of connections, .... ☐
- p. Complete truss calculations and details for open-web trusses (unless deferred), .... ☐
- q. Complete chord and collector calculations, .... ☐
- r. Lateral system calculations, including checks of connections, .... ☐
- s. Calculations for lateral floor and roof diaphragms. .... ☐
- t. Rigid diaphragms identified and calculations provided for accidental torsion consideration..... ☐
- u. Dynamic analysis calculations required for buildings with structural irregularities, in accordance with American Society of Civil Engineers Standard ASCE 7, Table 12.6-1. .... ☐

**PROJECT SUBMITTAL CHECKLIST**

- v. For designs by computer analysis, printouts of key input and output with a copy of the input and output files must be included. Structural calculation should provide all model geometry, loading information, boundary conditions, material properties, framing sizes, and strength check modifiers. Calculations must also contain primary analysis results such as reactions, all strength checks, and any connection design output to justify the design with the model provided as backup. .... ☐
4. GEOTECHNICAL INVESTIGATION / SOILS REPORT (See *CBC 1803A* for applicability)
- a. New report applicable to the buildings in the scope of work with the appropriate professionals' stamps and signatures. .... ☐
- b. A previous report may be submitted if a reevaluation is made and found to be currently appropriate. A letter updating the original report(s) by the same geotechnical engineer or geotechnical engineering firm must be included.) .... ☐
5. GEO-HAZARDS REPORT (See procedure *PR 14-01* for applicability) .... ☐
- a. A Geo-Hazards Report applicable to the buildings in the scope of work, with the appropriate professionals' stamps and signatures. .... ☐
- b. A previous report may be submitted provided that a reevaluation if made and found to be currently appropriate and the additional criteria outlined in *IR A-4.13 Geohazard Report Requirements* are satisfied. Provide a letter updating original report(s) by the same geotechnical engineer or geotechnical engineering firm.) .... ☐
- c. One copy of a completed California Geological Society (CGS) application with CGS project number, per *IR A-4.13: Geohazard Report Requirements*..... ☐
- d. One copy of site data report submitted to CGS per *CBC 1603A.2*. .... ☐
- e. CGS Final Acceptance letter will be required prior to DSA's stamp-out. .... ☐

**C. ACCESS COMPLIANCE REVIEW SUPPORTING DOCUMENTATION**

1. Manufacturers' product data sheets for door hardware, plumbing fixtures, restroom accessories. .... ☐

**D. FIRE AND LIFE SAFETY REVIEW SUPPORTING DOCUMENTATION**

1. Current CAL FIRE Office of the State Fire Marshal listings and manufacturers' product data sheets for all AFSS materials and devices. .... ☐
2. Hydraulic calculations for each building, system coordinated with the water-flow test hydrant ..... ☐
3. Structural calculations for support and bracing of sprinkler systems ..... ☐
4. Current CAL FIRE Office of the State Fire Marshal listings and manufacturers' product data sheets for all fire alarm devices ..... ☐
5. For projects exempt from the Green Oaks Family Academy Elementary School Fire Protection Act (SB 575, Chapter 725, Statutes of 2001), a letter signed by the school district superintendent stating the project is exempt ..... ☐

**PROJECT SUBMITTAL CHECKLIST****E. ENERGY CODE COMPLIANCE DOCUMENTATION (Applicable to new construction, additions and alterations to an existing building envelope, HVAC or electrical system)**

1. Energy Compliance Documentation Submittal Checklist with signatures (Form *DSA 403-A*, *DSA 403-B*, or *DSA 403-PC*, as applicable). ..... ☐
2. California Energy Code required *Certificate of Compliance* forms with appropriate signatures on drawings ..... ☐
3. Building Energy Analysis Report (8½-inch x 11-inch format)..... ☐

**F. CALGREEN CODE COMPLIANCE DOCUMENTATION (Applicable to new construction and additions and landscape work.)**

1. *DSA 1-L: Outdoor Water Use Self-Certification of Landscape Irrigation Design* form and documentation with Site Landscape Area Location Plan See procedure *PR 15-03: Compliance with CALGreen Outdoor Water Use Regulations*. ..... ☐
2. Completed *Application Matrix* (*Attachment 1* within the guideline *GL 4: CALGreen Code*.) ..... ☐
3. Identified underground and above-ground utilities and drainage systems; identified methods to manage surface water in compliance with *CALGreen Code Section 5.106.10*. ..... ☐
4. Location of bicycle parking in compliance with *CALGreen Code Section 5.106.4.2*. ..... ☐
5. Identified areas that serve the entire building for recycling of non-hazardous materials per *CALGreen Code Section 5.410.1*..... ☐
6. Identified primary exterior entry protection in compliance with *CALGreen Code Section 5.407.2.2.1*. .... ☐
7. Requirements for indoor moisture control identified in compliance with *CALGreen Code Section 5.505.1*. ..... ☐
8. Requirements for acoustical control identified in compliance with *CALGreen Code Section 5.507.4*..... ☐
9. Requirements for ventilation identified in compliance with *Energy Code* and *CALGreen Code Section 5.506.1*..... ☐

**ROOFING CONTRACT FINANCIAL INTEREST CERTIFICATION**  
**(Public Contract Code section 3006)**

PROJECT/CONTRACT NO.: \_\_\_\_\_ between **Mountain View Whisman School District** ("District") and \_\_\_\_\_  
\_\_\_\_\_ ("Architect / Engineer") ("Contract" or "Project").

I \_\_\_\_\_, \_\_\_\_\_  
Name Name of Architect / Engineer

certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roof project contract on this project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I \_\_\_\_\_, \_\_\_\_\_  
Name Name of Architect / Engineer

certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I \_\_\_\_\_, \_\_\_\_\_  
Name Name of Architect / Engineer

Have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): \_\_\_\_\_

Mailing address: \_\_\_\_\_

Addresses of branch office used for this Project: \_\_\_\_\_

If subsidiary, name and address of parent company: \_\_\_\_\_

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date: \_\_\_\_\_

Proper Name of Architect / Engineer: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code § 2204)**

PROJECT/CONTRACT NO.: \_\_\_\_\_ between **Mountain View Whisman School District** ("District") and \_\_\_\_\_  
\_\_\_\_\_ ("Architect / Engineer") ("Contract" or "Project").

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Architect / Engineer shall complete **ONLY ONE** of the following two paragraphs.

☐ 1. Architect / Engineer's total Fee is less than one million dollars (\$1,000,000).

**OR**

☐ 2. Architect / Engineer's total Fee is one million dollars (\$1,000,000) or more, but Architect / Engineer is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Architect / Engineer is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

**OR**

☐ 3. Architect / Engineer's total Fee is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Architect / Engineer to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with this Agreement.**

I certify that I am duly authorized to legally bind the Architect / Engineer to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: \_\_\_\_\_

Proper Name of Architect / Engineer: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



*Mountain View Whisman School District*

**Agenda Item for Board Meeting of 11/5/2020**

**Agenda Category:** CONSENT AGENDA

**Agenda Item Title:** Award of Architectural Services Contract to Hamilton + Aitken Architects for the Site Lighting at Various Sites Project

**Estimated Time:**

**Person Responsible:**

Rebecca Westover Ed.D.  
Chief Business Officer

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**Background:**

The Site Lighting at Various Sites project involves installation of light poles and bollard lighting to illuminate parking lots and walkways at (9) sites throughout the District. The project requires the services of an architectural design firm to assist in design, and construction documents, DSA submittal, construction administration and closeout. The District issued a Request for Proposal (RFP) for these services on September 18, 2020 to the currently approved pool of Architects for the District for the Measure T Bond. A total of one proposal was received.

**Fiscal Implication:**

Hamilton + Aitken Architects has presented a service fee proposal for the required services in the amount of \$259,500. At this time, the estimated construction cost is \$2,200,000. This proposal is within the established project budget for design fees.

**Recommended Action:**

It is recommended the Board of Trustees approve the service fee proposal and award of an agreement for Hamilton + Aitken Architects in the amount of \$259,500.

**ATTACHMENTS:**

Description	Type	Upload Date
Hamilton \$ Aitken - Site Lighting	Backup Material	10/29/2020
Hamilton & Aitken Architect Agreement - Site Lighting	Backup Material	10/29/2020



**Project Proposal** 5 – Site Lighting at Various Sites

**Date:** 9 October 2020

**Description:**

- Installation of light poles and Bollard lighting to illuminate parking lots and walkways at nine (9) sites throughout the District.
- A photometric study will be conducted by a third party (not under this scope) prior to design.

**District's Estimated Budget:** \$2,200,000

**Personnel:** Project Architect: Chad Hamilton AIA  
Job Captain: Mariana Fleischmann

**Consultant Project Team:**

Electrical Lead: Ken Ngai – Alliance Engineering Consulting  
Civil Lead: Michael Vidra – CSW/ST2 Civil Engineers  
Landscape Lead: Amy Cupples – Keller Mitchell Landscape Architects  
Structural Lead: Tony Samra – TSA Structural Engineers

Team Resumés are attached after the seven fee proposals.

**Project Schedule:**

**Design** – 10/22 – 11/25  
**CD** – 11/26 – 1/14/2021  
**DSA Submittal** – 1/15/21  
**DSA Approval** – 4/15/21  
**Construction** – June 2021 – August 2021

**Firm's Current Work Commitments:**

H+AA manages our ongoing work commitments by quarterly projections to determine long-term work load, and by weekly review of our project staffing and workload. We currently have staff available to commit to your project to meet the proposed schedule.

**Compensation:** Two Hundred Fifty-Nine Thousand Five Hundred Dollars

Phase	Percent Fee	Fee / Phase
Design	30%	\$ 77,850
Construction Documents	40%	\$ 103,800
Bidding	5%	\$ 12,975
Contract Administration	25%	\$ 64,875
Total	100%	\$ 259,500

Hourly rates are included in our Statement of Qualifications dated 25 June 2020

**Proposed Scope of Services**

**Design Phase**

- Review existing design studies or documents of the existing building or site.
- Review reports and studies obtained by the District, including Geotechnical Report, Site Survey, and other pertinent information.
- Attend meetings required for design of the project.
- Prepare CAD/BIM base drawing files of buildings for use by other design disciplines.

- Meet with agencies having jurisdiction over the project to determine building and sitework compliance with regulatory requirements, including Division of the State Architect and local Department of Fire Prevention.
- Conduct field surveys to verify the existing site conditions and possible points of connection for the lighting circuits.
- Coordinate electrical and low voltage systems requirements with District.
- Calculate overall approximate electrical loads. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional facilities.
- Prepare final schematic design drawings for the project.
- Prepare a written design narrative describing the major elements of the project.

#### **Contract Documents Phase**

- Attend coordination and review meetings regarding the project.
- Prepare Contract Documents describing the project, incorporating technical information required for construction approval by public agencies, to facilitate the Client's effort to obtain proposals to construct these elements, and to aid and guide the construction of the project.
- Prepare drawings including site plan, building plans and sections, exterior elevations, interior elevations, wall sections, and detail sections showing the intent of the design for the project.
- Prepare specifications, using CSI format.
- Assist Client and Client's counsel in preparation of Division 0 (Bid Forms and General Conditions of the Contract)
- Provide information to the District's separate hazardous materials consultant regarding the scope of modernization work.

#### **DSA Approval**

- Submit documents to the Division of the State Architect for project review and approval.
- Assist the Client to obtain approval of the project by DSA.
- Respond to correction comments by DSA.

#### **Bidding Phase**

- Assist the Client during the bidding process to obtain proposals for the construction of the project.
- Incorporate hazardous materials documentation prepared by the District's separate hazardous materials consultant into the overall bid documents.
- Attend pre-bid meeting with potential bidders.
- Respond to questions from bidders.
- Prepare addenda required to clarify the bid documents and address questions of the bidders.
- Assist the Client to evaluate bid proposals.

#### **Construction Phase**

- Attend periodic construction progress meetings and job site visits necessary to observe the progress of construction of the project in order to advise the Client of general compliance with the design intent by the Contractor.
- Review the Contractor's request for progress payments for the project.
- Review product and information submittals and shop drawings required by the Specifications.
- Answer questions of interpretation and clarification by the Contractor.

- Prepare supplemental architectural information for corrections or clarifications to the Contract Documents.
- Attend final walk-through of the building and site at Substantial Completion of the project, and prepare a punch list of items that need to be corrected by the Contractor.

### **Contingent Additional Services**

The following services may be provided at the request of the Client, but are not included in Basic Services of the Architect:

- Design and documentation for sustainable rating certification, for example LEED.
- Preparation of Opinions of Cost.
- Revisions necessary as a result of major changes in project scope.
- Major design revisions or additions to project scope requested by the Client.
- Employment of special sub consultants at the request of the District, such as acoustical consultants and energy consultants.

### **Assumptions**

This proposal is based on the following assumptions:

- As-built drawings of existing building and building systems will be made available by the District.
- District will provide including topographic and utility site survey, geotechnical report, and other pertinent information as needed.
- Landscape work includes restoration to match existing landscape work.

### **Exclusions**

Services not listed in this proposal are specifically excluded from our scope of services.

- Preparation of as-built drawings
- Review of extent of existing hazardous materials or removal procedures, and cost estimating for hazardous materials abatement.

**AGREEMENT FOR ARCHITECTURAL SERVICES  
BY AND BETWEEN  
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT AND  
HAMILTON + AITKEN ARCHITECTS FOR SITE  
LIGHTING AT VARIOUS SITES  
PROJECT**

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**CERTIFICATES**

This Agreement for Architectural Services is made as of the 5th day of November 2020, between the **Mountain View Whisman School District**, a California public school district, ("**District**") and **HAMILTON + AITKEN ARCHITECTS**, a California corporation ("**Architect**") (individually a "**Party**" and collectively the "**Parties**"), for the following project ("**Project**"):

SITE LIGHTING AT VARIOUS SITES, located at Bubb ES (525 Hans Ave., Mountain View), Huff ES (253 Martens Ave., Mountain View), Landels ES (115 W. Dana St., Mountain View), Castro/Mistral ES (505 Escuela Ave., Mountain View), Graham MS (1175 Castro St., Mountain View), Theuerkauf/Stevenson ES and District Office (1625 San Luis Ave., Mountain View), Monta Loma ES (460 Thompson Ave., Mountain View), Vargas ES (220 N. Whisman Rd. Mountain View) and Crittenden MS (1701 Rock St., Mountain View), as further described in the Project Scope attached hereto as **Exhibit A**.

The Project may include multiple components. Any one of the components or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining component(s). The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). Architect shall invoice for each component separately and District shall compensate Architect for each component separately on a proportionate basis based on the level and scope of work completed for each component.

For and in consideration of the mutual covenants herein contained, the Parties agree as follows:

## **Article 1. Definitions**

- 1.1. In addition to the definitions above, the following definitions for words and phrases shall apply when used in this Agreement, including all Exhibits:
  - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
  - 1.1.2. **Architect:** The architect listed in the first paragraph of this Agreement, including all Consultants to the Architect, although there is no contractual relationship between the District and any Consultants employed by the Architect under terms of this Agreement.
  - 1.1.3. **As-Built Drawings ("As-BUILTS"):** Any document prepared and submitted by District's contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by change orders.
  - 1.1.4. **Bid Set:** The plans, drawings, and specifications at the end of the Construction Documents Phase that DSA has approved and that the District can use to go out to bid for construction of the Project.
  - 1.1.5. **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated into the Conforming Set and for which DSA approval is required.
  - 1.1.6. **Construction Cost Budget:** The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget is sometimes colloquially referred to as "hard costs" and does not include the compensation of the Architect and Consultants, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
  - 1.1.7. **Consultant(s):** Any and all consultant(s), subconsultant(s), subcontractor(s), or agent(s) to the Architect. Nothing in this Agreement shall create any contractual relationship between the District and any Consultants employed by the Architect under terms of this Agreement.

- 1.1.8. **Day(s)**: Unless otherwise designated, “day(s)” means calendar day(s).
- 1.1.9. **District**: The **Mountain View Whisman School District**.
- 1.1.10. **DSA**: The Division of the State Architect.
- 1.1.11. **Project Budget**: The total amount indicated by the District for the entire Project plus all other costs, including design, construction, administration, financing, and all other costs. The Project Budget is sometimes colloquially referred to as the “hard costs” and the “soft costs.”
- 1.1.12. **Record Drawings**: A final set of drawings prepared by the Architect based upon marked-up prints, drawings, and other data furnished to Architect by Contractor that incorporates all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.13. **Service(s)**: All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.14. **Visually Verify**: To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

## **Article 2. Scope, Responsibilities, and Services of Architect**

- 2.1. Architect shall render the Services as described in **Exhibit A**, commencing with receipt of a written Notice to Proceed signed by the District representative. Architect’s Services will be completed in accordance with the schedule attached as **Exhibit C**.
- 2.2. Architect’s Services hereunder shall be provided in conjunction with contracts between the District and other Project participants including the Contractor and the District’s construction manager, if one is retained by the District for the Project.
- 2.3. Architect and its Consultants shall provide Services for a Project: (i) using its professional skill and judgment; (ii) acting with due care and in accordance with respective applicable standards of care under California law for those providing similar services for projects of the size, scope and complexity of the Project for California school districts in or around the same geographic area of the District; (iii) the terms of this Agreement; and (iv) in accordance with said standards regarding application and interpretation of applicable law, code, rule or regulation at the time the Services are rendered (collectively, “Standard of Care”).
- 2.4. Architect recognizes that the District may obtain the services of a construction manager for this Project. The construction manager, if any, would be authorized to give Architect Services authorizations, and issue written approvals and Notices to Proceed on behalf of District. The District reserves the right to designate a different construction manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the construction manager, unless that task indicates it shall be performed by the governing board of the District.
- 2.5. Architect shall provide Services that comply with professional architectural standards and applicable requirements of federal, state, and local law including, without limitation:
  - 2.5.1. Uniform Building Code, latest addition, and the California Code of Regulations, Title 24, including amendments.

- 2.5.2. Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes.
- 2.5.3. Americans with Disabilities Act.
- 2.5.4. Education Code of the State of California.
- 2.5.5. Government Code of the State of California.
- 2.5.6. Labor Code of the State of California, division 2, part 7, Public Works and Public Agencies.
- 2.5.7. Public Contract Code of the State of California.
- 2.5.8. U. S. Copyright Act.
- 2.6. **Storm Water.** Architect, through its Consultant(s), shall be the District's Qualified Storm Water Developer (QSD) and shall prepare all documents necessary for the District to be in compliance with the current Construction General Permit (CGP) of the State Water Resources Control Board.
- 2.7. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of its Services on the Project including, but not limited to, architects, mechanical, electrical, structural, fire protection, civil engineers, landscape architects, food service, low voltage, data, and telephone Consultants, and interior designers, and cost estimation providers, licensed as required by applicable law. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject the Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant(s) employed by the Architect under terms of the Agreement.
- 2.8. Architect shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.
- 2.9. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, California Department of Education (CDE), the Office of Public School Construction (OPSC), the Department of General Services (DGS), DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety, State Fire Marshal, County and City Health Inspectors and any regulatory office or agency that has authority for review and supervision of school district construction projects.
  - 2.9.1. **Architect acknowledges the provisions in Exhibit A during the Construction Administration Phase entitled "Duty to Timely Respond to DSA Inquiries."**
- 2.10. Architect shall provide Services required to obtain local agencies' approval for off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.11. Architect shall coordinate with the District's DSA Project Inspector(s).
- 2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.13. Architect shall coordinate and integrate its work with any of the following information and/or



services as provided by District:

- 2.13.1. Ground contamination or hazardous material analysis.
- 2.13.2. Any asbestos and/or lead testing, design or abatement.
- 2.13.3. Compliance with the California Environmental Quality Act ("CEQA"). Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District. If the District and/or its CEQA consultant does not provide mitigation measures to the Architect when reasonably required for incorporation into the Project design, the Architect may invoice the District for the work required to incorporate those mitigation measures as Extra Services.
- 2.13.4. Historical significance report.
- 2.13.5. Soils investigation.
- 2.13.6. Geotechnical hazard report, except as indicated in **Exhibit A**.
- 2.13.7. Topographic surveys of existing conditions.
- 2.13.8. State and local agency permit fees.
- 2.13.9. Commissioning Agent and Reports.
- 2.13.10. Testing and Inspection.

**Article 3. Architect Staff**

- 3.1. The Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. The Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Architect's Principals:	Architect's Consultants:
Principal in Charge: Chad Hamilton Job Captain: Mariana Fleischmann Project Architect(s): Chad Hamilton Other: Other: Other: Other:	Electrical: Ken Ngai, Alliance Engineering Consultants Mechanical: NA Structural: Tony Samra, TSA Engineers Civil: Michael Vidra, CSW/ST2 Civil Engineers Landscape: Amy Cupples, Keller Mitchell Landcape Food Service: NA Acoustics: NA Estimating: Other: Other:

- 3.3. All proposed Consultants and any Architect Consultants are subject to review and acceptance by the District prior to commencing work on the project. The District's review and approval of any replacement Consultant is required prior to commencing work on the Project. The District reserves

the right to replace any consultant in the best interest of the Project.

- 3.4. The Architect shall not change any of the key personnel listed above without prior notice to and written approval by District, unless said personnel cease to be employed by Architect. In either case, District shall be allowed to interview and approve replacement personnel.
- 3.5. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Architect shall have five (5) days to remove that person from the Project and replace that person with personnel acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and shall be subject to all conditions previously stated in this paragraph.
- 3.6. Architect represents that the Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of the Services and that no person having any such interest shall be employed by Architect.
- 3.7. Architect shall comply with Education Code section 17302(a) and agrees that any plans, specifications and/or included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

#### **Article 4. Schedule of Services / Term**

- 4.1. The Architect shall commence Services under this Agreement upon receipt of a Notice to Proceed and shall perform the Services diligently as described in Exhibit A, so as to proceed with and complete the Services in compliance with the schedule in Exhibit C. Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's and/or its consultant(s)' reasonable control.
- 4.2. **Term.** The Architect shall commence providing Services upon the execution of this Agreement and will diligently perform as required and continue performance until the Project is completed ("**Term**") or the Agreement is terminated as indicated herein, whichever is earlier. The Term is further detailed in the schedule in **Exhibit C**. The Parties agree that if this Agreement is in any way voided by an action based on Education Code section 17596, to the extent permitted by applicable law, the Parties will enter into and approve subsequent agreement(s), addenda, or amendment(s) for terms of up to 5 years each and under the same terms and conditions of this Agreement. The Architect is not due any additional compensation or Fee if the Term is longer than indicated herein and acknowledges that its Fee is based on the Architect performing the Services and all tasks within the Services and not based on the length of time to perform those Services or for the design or construction of the Project. The Architect's Fee is as indicated herein and in **Exhibit D**.

#### **Article 5. Construction Cost Budget**

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with the **Exhibit A**, the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and the construction manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit A**, including all plans, designs, drawings, specifications and other construction documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. The Architect shall maintain cost controls throughout the Project to

deliver the Project within the Construction Cost Budget.

5.3. The District is relying on the Architect's expertise regarding the cost of construction. If any of the following events occur:

- The lowest responsive base bid received exceeds the Construction Cost Budget by ten percent (10%) or more; or
- The combined total of base bid and all additive alternates is ten percent (10%) or more below the Construction Cost Budget; or
- The Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy;

Then the District, in its sole discretion, has one or a combination of the following alternatives:

- 5.3.1. Give the Architect written approval on an agreed adjustment to the Construction Cost Budget.
- 5.3.2. Authorize the Architect to assist the District to re-negotiate, when appropriate, and/or participate in re-bidding or requesting new proposals for the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
- 5.3.3. Terminate this Agreement if the Project is abandoned, without further obligation by either Party.
- 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District. The modification of Construction Documents shall be the limit of the Architect's responsibility arising out of the establishment of a Construction Cost Budget. All other obligations of the Architect, including construction administration services, remain as stated in the Agreement.

## **Article 6. Fee and Method of Payment**

- 6.1. The Fee is as defined in **Exhibit D**. District shall pay Architect the Fee pursuant to the provisions of **Exhibit D**.
- 6.2. Architect shall bill its work under this Agreement in accordance with **Exhibit D**.
- 6.3. No increase in Fee will be due from change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.4. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit D**.
- 6.5. Regardless of the structure of Architect's Fee, the Architect's Fee will be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement. District shall pay for Services authorized and performed prior to the notice to Architect of a reduction

as indicated here.

#### **Article 7. Payment for Extra Services or Changes**

District-authorized services outside of the scope in **Exhibit A** or District-authorized reimbursables not included in Architect's fee are "Extra Services." Any charges for Extra Services shall be paid by the District as described in **Exhibit B** only upon certification that the claimed Extra Services was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the District or the District's authorized representative, the District will not be obligated to pay for that service. The foregoing provision notwithstanding, the District will pay the Architect as described in **Exhibit "B"** for Extra Services that the District or the District's authorized representative verbally requests, provided that the Architect confirms each request in writing pursuant to the notice requirements of this Agreement, provides the District the opportunity to rescind or otherwise clarify the nature and/or scope of the request after receipt of notice, and Architect proceeds with those Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

#### **Article 8. Ownership of Data**

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for District to use, at its discretion, all plans, including, but not limited to, record drawings, specifications, and estimates that the Architect or its Consultants, prepares or causes to be prepared pursuant to this Agreement.
- 8.2. The Architect retains all rights to all copyrights, designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that the Architect or its Consultants prepares or causes to be prepared pursuant to this Agreement.
- 8.3. The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting (CADD) (e.g., AutoCAD) Technology. The Architect shall deliver to the District, on request, a "thumb" drive or other District-approved media, electronic transfer or weblink, with these documents and that is compatible with the most current version of AutoCAD. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4. In order to evidence what CADD information was provided to the District, Architect and District shall each sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by any person other than the Architect or Consultant(s) subsequent to it being provided to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, the Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service") in an electronic format requested by District and which the District shall have the right to utilize in any way permitted by statute:
  - 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
  - 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.

- 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF and/or DWG format of the site plan, floor plans (architectural, plumbing, structural mechanical and electrical), roof plan, sections and exterior elevations of the Project.
- 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
- 8.6. In the event the District changes or uses any fully or partially completed documents without the Architect's knowledge and participation, the District agrees to release Architect of responsibility for those changes, and shall indemnify the Architect harmless from and against any and all claims, including, but not limited to, reasonable attorneys' fees, on account of any damages or losses to property or persons, including injuries or death, arising out of that change or use except to the extent the Architect is found to be liable in a forum of competent jurisdiction. In the event District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify the Architect and the Architect's Consultants.

#### **Article 9. Termination of Agreement**

- 9.1. If Architect fails to perform the Services to the reasonable satisfaction of the District and as required by this Agreement, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice District for all Services performed until the date of the notice of termination. District shall have the right to withhold payment and deduct from Architect's invoice, any amounts equal to District's costs caused by Architect's negligent errors or omissions, recklessness, or willful misconduct. The District may, at its discretion, provide the Architect time to cure its default or breach.
- 9.2. District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District according to the percentage completed based on Exhibit D and District shall pay all undisputed invoice(s) for Services performed until the date of District's written notice of termination, not to exceed the Fee.
- 9.3. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of the termination.
- 9.4. The Architect has the right to terminate this Agreement if the District fails to make payment of undisputed amounts due to Architect hereunder. That termination shall be effective on the date District receives written notice of the termination from Architect. Architect may invoice District according to the percentage completed based on Exhibit D and District shall pay all undisputed invoice(s) for Services performed until the Architect's notice of termination, not to exceed the Fee.
- 9.5. If, at any time in the progress of the Design of the Project, the governing board of the District determines that the Project should be terminated, the Architect, upon written notice from the District of a termination, shall immediately cease performing Services. The District shall pay the Architect only the fee associated with the Services performed, from Architect's last paid invoice up to the date of the notice of termination, not to exceed the Fee.
- 9.6. If the District suspends the Project for more than one hundred twenty (120) consecutive days, the

Architect shall be compensated for Services performed prior to the notice of suspension. When the Project is resumed, the schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. If the District suspends the Project for more than eighteen (18) months, the Architect may terminate this Agreement by giving written notice.

#### **Article 10. Architect Indemnity**

- 10.1. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify, protect, defend and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Architect, its directors, officials, officers, employees, contractors, subcontractors, Consultants or agents arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes Architect's liability as to the active or sole negligence or willful misconduct of the District.
  - 10.2. The following shall be Claims, to the extent they satisfy the definition of Claims herein:
    - 10.2.1. **The cost of Project delays.** Without limiting Architect's liability for indirect cost impacts due to Project delays, the direct costs for which the Architect shall be liable shall be proportionate to the amount the District is liable to the Project contractor(s), subcontractor(s), suppliers, inspector(s), construction manager(s) for the Project delays, including the proportionate cost of interim housing necessitated by Project delays, to the extent that the Project delays arise out of, pertain to, relate to or result from the negligent errors or omissions, recklessness, or willful misconduct of Architect in the performance of any Services that falls below the Standard of Care as defined herein.
    - 10.2.2. **The cost of construction change orders for errors and omissions.** Without limiting Architect's liability for indirect cost impacts, the direct costs for which the Architect shall be liable shall equal the difference between the cost of the change order(s) and the reasonable cost of the work had that work been a part of the originally prepared construction documents, to the extent that the change order(s) arise out of, pertain to, relate to or result from the negligent errors or omissions, recklessness, or willful misconduct of Architect in the performance of any Services that falls below the Standard of Care as defined herein.
- These amounts may be paid by Architect to District or the District may in reasonable good faith withhold those costs from amounts owing to Architect, pending resolution of the dispute.
- 10.3. Architect's duty to indemnify and defend under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until any such Claim(s) are barred by the applicable statute of limitations and is in addition to any other rights or remedies that the District may have under the law or under this Agreement.
  - 10.4. The Architect's duty to defend shall begin upon the District's notification to the Architect of a Claim. At that time, the Architect shall pay for that defense at its sole cost. At the resolution of a Claim, either by dispute resolution, settlement, litigation, arbitration or otherwise, the District and Architect shall base their proportionate percentage of fault for the Claim either upon (1) the determination of a third-party neutral that adjudicated or settled the claim (e.g., a mediator, an arbitrator, a judge, etc.)

or (2) if no determination was made, based on a good faith determination of the District and the Architect. At that time the Parties shall determine the cost to defend that is chargeable to the Architect and a payment from one Party to the other Party shall be made within sixty (60) days to satisfy that reconciliation.

#### **Article 11. Mandatory Mediation for Claims**

- 11.1. The Parties hereto agree prior to commencing any legal action relating to any Claim, as defined herein, to submit the Claim to a mandatory good-faith mediation process ("Mediation"). The Parties' expectations are that if the Claim is made by a third party (e.g., a contractor), that the third party will be a participant in that Mediation. The Parties agree that any statute of limitations applicable to any Claim shall be tolled for the period from the date a Party requests Mediation through fourteen (14) days after termination of the Mediation, unless otherwise agreed to by the Parties.
- 11.2. Except as set forth below, the Parties agree to refrain from filing, maintaining or prosecuting any action related to the Claim during the pendency of the Mediation provided that the Mediation must commence within thirty (30) days after a Party makes written demand to the other for Mediation.
- 11.3. The Parties shall participate in a minimum of one full-day mediation session before the Mediation may be declared unsuccessful and terminated by either Party. The Mediation shall be conducted in accordance with the rules as the Parties agree upon, or in the absence of agreement, in accordance with the Commercial Mediation Rules of JAMS/Endispute. Evidence of anything said, any admissions made, and any documents prepared in the course of the Mediation shall not be admissible in evidence or subject to discovery in any court action pursuant to Evidence Code Section 1152.5.
- 11.4. The Parties shall mutually agree to the selection of a mediator who is an attorney that is experienced in public works construction claims. If the Parties are unable to agree upon a mediator, then the mediator shall be appointed by JAMS/Endispute.
- 11.5. The Mediation shall take place at a location within twenty (20) miles of the District's administrative office. The mediator's fees and administrative fees, if any, shall be split equally between the Parties, but, unless otherwise agreed to in writing, each Party shall bear its own attorney's fees.
- 11.6. If any Party commences a legal action without first attempting to resolve the Claim as required by this Article 11, that Party shall be in breach of this Agreement and shall not be entitled to recover attorney's fees that might have otherwise been recoverable.
- 11.7. This mandatory mediation process shall only apply to Claims pursuant to the Architect Indemnity provision herein and shall not apply to any disputes to be resolved pursuant to the Alternative Dispute Resolution provision herein.

#### **Article 12. Fingerprinting**

Architect has read and understands Education Code section 45125.2 and acknowledges that, according thereto, the Parties have determined and agreed that the Services provided by the Architect, Consultants, and their employees will have only limited contact with pupils at most. Architect agrees that it is responsible for complying with Education Code section 45125.1 throughout the completion of the Services. Architect shall promptly notify District in writing of any facts or circumstances which might reasonably lead District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).

#### **Article 13. Responsibilities of the District**

- 13.1. The District shall examine the documents submitted by the Architect and shall render any decision(s) required of District, in a timely manner to avoid unreasonable delay in the performance of Architect's Services.
- 13.2. The District shall verbally or in writing advise the Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide a notice shall not relieve Architect of its responsibility therefore, if any.
- 13.3. Unless the District and the Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when those services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to these matters which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall indicate that the specifications prepared by District's consultant relating to these matters, are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The bid documents shall also direct questions about the specifications to the consultant that prepared the specifications.
- 13.4. District personnel and/or its designated representatives shall coordinate with Architect as may be requested and beneficial for the coordination or management of work related to the Project.
- 13.5. The District shall timely provide to the Architect all relevant information in its possession regarding the Project that is necessary for performance of Architect's Services.
- 13.6. The District shall pay all fees required by agencies having jurisdiction over the Project.

**Article 14. Liability of District**

- 14.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed.
- 14.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees and Consultants, even though the equipment may be furnished or loaned to Architect by District.

**Article 15. Nondiscrimination**

- 15.1. Architect agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected characteristic of a person.
- 15.2. Architect shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.



**Article 16. Insurance**

- 16.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit E**.
- 16.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit E**.

**Article 17. Covenant Against Contingent Fees**

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Fee or consideration or to recover the full amount of a fee, commission, percentage fee, gift, or contingency.

**Article 18. Entire Agreement/Modification**

- 18.1. This Agreement, including the Exhibits incorporated by reference into this Agreement, is considered a completely integrated agreement, supersedes all previous contracts or agreements of any kind, oral or written, and constitutes the entire understanding an agreement of the Parties hereto. No extrinsic evidence of any kind or character may be admitted to alter or amend the terms of this completely integrated agreement, unless evidenced by an amendment to the Agreement as provided for herein. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement.
- 18.2. This Agreement shall not include or incorporate the terms of any proposal, general conditions, conditions, master agreement, or any other terms or documents prepared by the Architect. The attachment of any Architect-prepared document to this Agreement shall not be interpreted or construed to incorporate those terms into this Agreement, unless the District approves of that incorporation in a separate writing signed by the District. If proposals, quotes, statement of qualifications, or other similar documents prepared by the Architect are incorporated into this Agreement, then that incorporation shall be limited to those terms that describe only the Architect's scope of work, rates, price, and schedule.

**Article 19. Non-Assignment of Agreement**

This Agreement is intended to secure the specialized Services of the Architect. Therefore, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any purported assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any purported assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void.

**Article 20. Law, Venue**

- 20.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and

governed by the laws of the State of California.

- 20.2. The county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

## **Article 21. Alternative Dispute Resolution**

### **21.1. Architect's Invoices.**

21.1.1. If the District disapproves of any portion or amount(s) of the Architect's invoices, the District shall within thirty (30) days of receipt by the District of any of the Architect's invoices, communicate to the Architect in writing, with reasonable detail, the portion or amount of the Architect's invoices that are disapproved for payment, the portion or amount of the Architect's invoices that are approved for payment, and the basis for the District's disapproval of the disputed portion(s) or amount(s) of the Architect's invoices ("Disputed Architect Invoice Detail").

21.1.2. If the Architect disagrees with the Disputed Architect Invoice Detail, the Architect shall communicate to the District in writing, and request to meet and confer in good faith with respect to the Disputed Architect Invoice Detail, to determine if the disagreement can be resolved. The meet and confer shall be scheduled to occur within thirty (30) days of Architect's request. The meet and confer shall include, but are not limited to, face-to-face meeting(s) with the appropriate District and Architect personnel as appropriate and necessary.

21.1.3. If the Parties cannot resolve the matter during this meet and confer process, the Parties shall handle the matter as a "dispute" as provided herein.

21.2. Disputes between the parties arising out of this Agreement shall be resolved by the following processes:

21.2.1. **Negotiation.** The parties shall first attempt in good faith to resolve any dispute arising out of or relating to this Agreement by negotiation. The Parties' meet and confer process for Disputed Architect Invoice Detail as detailed above, shall satisfy this negotiation requirement.

21.2.2. **Mediation.** Within thirty (30) days following the earlier of receipt of notice by one Party from the other Party of a demand for mediation, the Parties shall:

21.2.2.1. Administer the dispute pursuant to the Mandatory Mediation provisions indicated herein, or

21.2.2.2. If there are no other parties involved, administer the dispute pursuant to non-binding mediation administered in accordance with the Commercial Mediation Rules of JAMS/Endispute, unless waived by mutual stipulation of both Parties.

21.2.3. **Litigation.** Disputes arising from this Agreement that cannot be settled through negotiation or mediation (after those processes have been exhausted) shall be litigated in the California Superior Court in the county in which the Project that is the subject of this Agreement is located.

21.3. Architect shall neither rescind nor stop the performance of its Services pending the outcome of any dispute.

## **Article 22. Severability**

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

## **Article 23. Employment Status**

- 23.1. Architect shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which the Architect performs the Services; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 23.2. Architect understands and agrees that the Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 23.3. Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.
- 23.4. Should a relevant taxing authority determine a liability for Services performed by Architect for District, upon notification of such fact by District, Architect shall promptly remit such amount due or arrange with District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against that liability).
- 23.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect was not an employee.
- 23.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

## **Article 24. Warranty and Certification of Architect**

- 24.1. Architect warrants and certifies that the Architect is properly certified and licensed under the laws and regulations of the State of California to provide the Services that it has agreed to perform.
- 24.2. Architect warrants and certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-

insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services.

- 24.3. Architect warrants and certifies that it is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). Since the Architect is performing Services as part of an applicable “public works” or “maintenance” project, and since the total compensation is One Thousand Dollars (\$1,000) or more, the Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all applicable Prevailing Wage Laws. Architect shall ensure that it and its Consultants comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5.

**Article 25. Cost Disclosure - Documents and Written Reports**

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Agreement exceeds Five Thousand Dollars (\$5,000).

**Article 26. Notices and Communications**

Notices and communications between the Parties may be sent to the following addresses:

**District:**

Mountain View Whisman School District  
1400 Montecito Ave.  
Mountain View, CA 94043  
ATTN: Ayinde Rudolph  
Telephone: 650-526-8907

**Architect:**

HAMILTON + AITKEN ARCHITECTS  
525 Brannan Street, Suite 400  
San Francisco, CA 94107  
Attn: Chad Aitken  
Telephone: 415-974-5030

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the day after delivery.

**Article 27. Disabled Veteran Business Enterprise Participation**

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the “Act”). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, the Architect, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount paid to DVBEs in conjunction with the Agreement, and documentation demonstrating the Architect’s good faith efforts to meet these DVBE goals.

**Article 28. District’s Right to Audit**

- 28.1. District retains the right to review and audit, and the reasonable right of access to Architect’s and any Consultant’s premises to review and audit the Architect’s compliance with the provisions of this Agreement (“District’s Audit Right”). The District’s Audit Right includes the right to inspect, photocopy, and to retain copies, outside of the Architect’s premises, of any and all Project-related records, documents and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

- 28.2. The District's Audit Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines are necessary to discover and verify that the Architect is in compliance with the requirements of this Agreement.
- 28.3. If there is a claim for additional compensation or for Extra Services, the District's Audit Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 28.4. The Architect shall maintain complete and accurate records for a minimum of seven (7) years and in accordance with generally accepted accounting practices in the industry. The Architect shall make available to the District for review and audit, all Project related accounting records and documents, and any other financial data. Upon District's request, the Architect shall submit exact duplicates of originals of all requested records to the District.
- 28.5. The Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that this Article is binding upon all Consultants.
- 28.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related documents, records and information.
- 28.7. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of more than Ten Thousand Dollars (\$10,000), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of the District, or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement.

## **Article 29. Other Provisions**

- 29.1. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Architect's failure to perform any of the Services to the Standard of Care as defined herein.
- 29.2. Each Party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each Party acknowledges that the drafting of this Agreement was the product of negotiation, that no Party is the author of this Agreement, and that this Agreement shall not be construed against any Party as the drafter of the Agreement.
- 29.3. The Architect shall issue a credit to the District as an offset to the Architect's Fee, an amount equal to fifty percent (50%) of the actual tax benefit derived by the Architect or its shareholders based on the Project per Internal Revenue Code Section 179(D) (The energy efficient commercial buildings deduction).
- 29.4. The Architect acknowledges that the District is a public agency that is subject to heightened curiosity by the news media and the public and that the Architect may not be apprised of all facts surrounding the Project that Architect is working on. Accordingly, Architect shall promptly refer all inquiries from the news media or public concerning this Agreement or its performance under the Agreement to the District, and Architect shall not make any statements or disclose any documents to the media or the public relating to the performance under this Agreement or the effects caused thereby. If Architect

receives a complaint from a citizen or member of the public concerning the performance or effects of this Agreement, it shall promptly inform the District of that complaint. In its sole discretion, the District shall determine the appropriate response to the complaint.

- 29.5. **Confidentiality.** Architect, and its Consultants, and employee(s) shall maintain the confidentiality of all information received in the course of performing the Services. Architect understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 29.6. All Exhibits and all Certificates attached hereto are hereby incorporated by this reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

Dated: \_\_\_\_\_, 20\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_

**Mountain View Whisman School District**

**Hamilton + Aitken Architects**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

**EXHIBIT A  
RESPONSIBILITIES AND SERVICES OF ARCHITECT  
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**Project Description.** The Project shall include the design of the following at Bubb ES, Huff ES, Landels ES, Castro/Mistral ES, Graham MS, Theuerkauf/Stevenson ES and District Office, Monta Loma ES, Vargas ES and Crittenden MS (“**School Site(s)**”):

- Installation of light poles and Bollard lighting to illuminate parking lots and walkways at nine (9) sites throughout the District.

Architect shall provide all professional services necessary for completing the following:

**1. BASIC SERVICES**

Architect agrees to provide the services described below:

- 1.1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all Master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services.
- 1.2. The District shall provide all information available to it to the extent the information relates to Architect’s scope of work. This information shall include, if available;
  - 1.2.1. Physical characteristics;
  - 1.2.2. Legal limitations and utility locations for the Project site(s);
  - 1.2.3. Written legal description(s) of the Project site(s);
  - 1.2.4. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
  - 1.2.5. Adjacent drainage;
  - 1.2.6. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
  - 1.2.7. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;

- 1.2.8. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
- 1.2.9. Surveys, reports, as-built drawings; and
- 1.2.10. Subsoil data, chemical data, and other data logs of borings.

Architect shall Visually Verify this information and all existing utilities related to the Project, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design or if the Architect requires a topographical survey; geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, the Architect shall request that the District acquire that information at the soonest possible time after Architect becomes aware that this additional information is needed. If the Parties mutually agree, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

- 1.3. **Technology Backbone.** Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with the District's Information Technology Department and/or the District's technology consultant, and lay out any included technology backbone system. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. Architect and consultant(s) shall prepare and be responsible for documents prepared by the Architect based on the information provided by the District's technology consultant as appropriate to the level of design completion.

- 1.4. **Interior Design.** Provide interior design and other similar services required for or in connection with selection and color coordination of materials. Architect is required to coordinate the placement of furniture, equipment layout, or schematic space allocation. The District shall procure furnishings and moveable equipment. Advise the District on lead times and availability of all Project equipment, materials, supplies, and furnishings to ensure that all of these will be available to the District in a timely fashion so as to not delay the Project and/or delay the District's beneficial occupancy of the Project.

- 1.5. **Mandatory Assistance**

Except for Claims as defined in this Agreement, if a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

The District will compensate the Architect for fees incurred for providing Mandatory Assistance as Extra Services under Exhibit B. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the negligent acts, errors, or omissions of the Architect, its agents,



officers, and employees, the Architect shall reimburse the District based on its final determined percentage of proportionate fault. The determination of Architect's proportionate percentage of fault shall be determined consistent with the procedure set forth in the "Architect Indemnity" provisions of this Agreement. The District is then entitled to reimbursement of all fees paid to the Architect, its agents, officers, and employees for Mandatory Assistance.

#### 1.6. **Oversight and Inspection Requirements**

- 1.6.1. The Architect agrees and acknowledges that the Architect must comply with all applicable DSA requirements, including the requirements of the most recent versions (including any updates to any of these documents made by DSA during the performance of the Services) of DSA documents PR 13-01 (Procedure: Construction Oversight Process) attached hereto as **Exhibit F ("PR 13-01")**, IR A-6 (Interpretation of Regulations: Construction Change Document Submittal and Approval Process) attached hereto as **Exhibit G ("IR A-6")**, DSA Form 3 (Project Submittal Checklist) attached hereto as **Exhibit H ("Form 3")**, and all other applicable documents and requirements.
- 1.6.2. **Distribution of CCD Category A Documents:** The Architect shall provide the Contractor and Project Inspector with DSA approved CCD Category A prior to commencement of work shown thereon.
- 1.6.3. **CCD Category A Statement in Final Verified Report.** The final verified report (form DSA-6A/E) from the Architect must include a statement that all changes to or affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project have been approved by DSA.

## 2. **PRE-DESIGN AND START-UP SERVICES**

### 2.1. **Project Initiation**

Upon final execution of the Agreement with the District, the Architect shall:

- 2.1.1. Within the first week following execution of the Agreement, review the proposed Schedule of Work set forth in Exhibit C to the Agreement and prepare a detailed scope of work list and work plan for documentation in a computer-generated Project schedule to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for the review and approval by the District and by all regulatory agencies and additional definition of deliverables.
- 2.1.2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

### 2.2. **Development of Architectural Program**

The Architect shall prepare for the District's review an architectural program as follows:

- 2.2.1. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data

pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.

- 2.2.2. Review DSA codes pertaining to the proposed Project design.
- 2.2.3. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- 2.2.4. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.
- 2.2.5. Administer Project as required to coordinate work with the District and between Consultants.
- 2.2.6. Construction Cost Budget
  - 2.2.6.1. Architect shall have responsibility to further develop review, and reconcile the Construction Cost Budget within the parameters of the Project Budget established in the District's implementation plan. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional architectural programs as approved by the District. The following conditions apply to the Construction Cost Budget prepared by the Architect:
    - 2.2.6.1.1. All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and its representatives.
    - 2.2.6.1.2. Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.
    - 2.2.6.1.3. Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.
    - 2.2.6.1.4. The Architect shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.
    - 2.2.6.1.5. One week prior to submittal of documents, the Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
    - 2.2.6.1.6. Mechanical, electrical, civil, landscape and estimating consultant(s) shall participate in the progress meeting as appropriate and shall

provide input and feedback into the development of the Construction Cost Budget.

- 2.2.6.2. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

### 2.3. **Presentation**

Architect along with any involved consultant(s) shall present and review with the District and, if directed, with it's the District's governing board, the summary and detail of work involved in this Phase, including two dimensional renderings of any proposed facility suitable for public presentation.

### 2.4. **Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one copy of each item in electronic format:

- 2.4.1. Two copies of Architectural Program (Include comparison between developed program and "model" program, include narrative explaining any substantial deviations);
- 2.4.2. Two copies of Site Plan;
- 2.4.3. Two copies of revised Construction Cost Budget;
- 2.4.4. Two copies of final Schedule of Work;
- 2.4.5. Two copies of meeting Reports/Minutes from Kick-off and other meetings;
- 2.4.6. Two copies of renderings provided to District for public presentation.

### 2.5. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

## 3. **SCHEMATIC DESIGN PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

- 3.1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
- 3.2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

### **3.3. Architectural**

- 3.3.1. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
- 3.3.2. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
- 3.3.3. As applicable, identify proposed roof system, deck, insulation system and drainage technique.
- 3.3.4. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
- 3.3.5. Identify code requirements, include occupancy classification(s) and type of construction.

### **3.4. Structural**

- 3.4.1. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists); with preliminary sizing identified.
- 3.4.2. Identify foundation systems (including fill requirements, piles, caissons, spread footings); with preliminary sizing identified.

### **3.5. Mechanical**

- 3.5.1. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.
- 3.5.2. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- 3.5.3. Show selected system on drawings as follows:
  - 3.5.3.1. Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
  - 3.5.3.2. Location and preliminary sizing of all major equipment and duct work in allocated spaces.
  - 3.5.3.3. Schematic piping.
  - 3.5.3.4. Temperature control zoning.
- 3.5.4. Provide design criteria to include the intent base of design for the projects.
- 3.5.5. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

**3.6. Electrical**

- 3.6.1. Calculate overall approximate electrical loads.
- 3.6.2. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
- 3.6.3. Show system(s) selected on drawings as follows:
  - 3.6.3.1. Single line drawing(s) showing major distribution system.
  - 3.6.3.2. Location and preliminary sizing of all major electrical systems and components including:
    - 3.6.3.2.1. Load centers.
    - 3.6.3.2.2. Main panels.
    - 3.6.3.2.3. Switch gear.
- 3.6.4. Provide design criteria to include the intent base of design for the projects.
- 3.6.5. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

**3.7. Civil**

- 3.7.1. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- 3.7.2. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.
- 3.7.3. Coordinate finish floor elevations with architectural site plan.

**3.8. Landscape**

Develop and coordinate landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

**3.9. Specifications**

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents ("Division 0" documents) and Division 1 documents as part of its work under the Agreement.

**3.10. Construction Cost Budget**

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

3.10.1. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.

3.10.1.1. General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.

3.10.2. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.

3.10.3. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

3.10.4. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

3.10.5. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

3.10.6. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

### 3.11. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated and requested by District and School Site staff as necessary, conduct meetings, site visits, and workshops. Architect shall take part in any and all reasonably necessary meetings requested by District and School Site staff during the Schematic Design Phase.

### 3.12. **Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

3.12.1. Two copies of breakdown of Construction Cost Budget as prepared for this Phase;

3.12.2. Two copies of meeting Reports/Minutes;

3.12.3. Two copies of Schematic Design Package with alternatives;

3.12.4. Two copies of a statement indicating changes made to the Architectural Program and Schedule;

- 3.12.5. Two copies of DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

**3.13. Presentation**

- 3.13.1. Architect shall present and review with the District the detailed Schematic Design.
- 3.13.2. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

**3.14. District Sign Off**

- 3.14.1. Architect shall not begin Design Development Phase services until the District has approved of the Schematic Design Package in writing.

**4. DESIGN DEVELOPMENT PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare from the accepted deliverables from the Schematic Design Phase the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of work:

**4.1. Architectural**

- 4.1.1. Scaled, dimensioned floor plans with final room locations including all openings.
- 4.1.2. 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- 4.1.3. Identification of all fixed equipment to be installed in contract.
- 4.1.4. Site plan completely drawn with beginning notes and dimensions including grading and paving.
- 4.1.5. Preliminary development of details and large scale blow-ups.
- 4.1.6. Legend showing all symbols used on drawings.
- 4.1.7. Floor plans identifying all fixed and major movable equipment and furniture.
- 4.1.8. Further refinement of Outline Specification for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- 4.1.9. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
  - 4.1.9.1. Light fixtures.
  - 4.1.9.2. Ceiling registers or diffusers.
  - 4.1.9.3. Access Panels.

**4.2. Structural:**

- 4.2.1. Structural drawing with all major members located and sized.
- 4.2.2. Establish final building and floor elevations.
- 4.2.3. Preliminary specifications.
- 4.2.4. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

**4.3. Mechanical**

- 4.3.1. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
- 4.3.2. Major mechanical equipment should be scheduled indicating size and capacity.
- 4.3.3. Ductwork and piping should be substantially located and sized.
- 4.3.4. Devices in ceiling should be located.
- 4.3.5. Legend showing all symbols used on drawings.
- 4.3.6. More developed Outline Specifications indicating quality level and manufacture.
- 4.3.7. Control Systems to be identified.
- 4.3.8. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

**4.4. Electrical**

- 4.4.1. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.
- 4.4.2. All major electrical equipment should be scheduled indicating size and capacity.
- 4.4.3. Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.
- 4.4.4. Legend showing all symbols used on drawings.
- 4.4.5. More developed and detailed Outline Specifications indicating quality level and manufacture.
- 4.4.6. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.



**4.5. Civil**

- 4.5.1. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.
- 4.5.2. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

**4.6. Landscape**

Further refinement of Schematic Design concepts. Includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

**4.7. Bid Documents**

Architect shall review and comment on District's construction bid contracts and contract documents ("Division 0" documents and "Division 1" documents) as part of its work under the Agreement.

**4.8. Construction Cost Budget**

- 4.8.1. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget:
- 4.8.2. Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups, and general conditions shall be listed separately.
- 4.8.3. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- 4.8.4. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- 4.8.5. At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

**4.9. Deliverables and Numbers of Copies**

- 4.9.1. Two copies of Design Development drawing set from all professional disciplines necessary to deliver the Project;
- 4.9.2. Two copies of Specifications;
- 4.9.3. Two copies of revised Construction Cost Budget;

- 4.9.4. Two copies of DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

**4.10. Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated and requested by District and School Site staff as necessary, conduct meetings, site visits, and workshops. Architect shall take part in any and all reasonably necessary meetings requested by District and School Site staff during the Design Development Phase.

**4.11. District Sign Off**

Architect shall not begin Design Development Phase services until the has approved the Design Development floor plan in writing.

**5. CONSTRUCTION DOCUMENTS PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work:

**5.1. Construction Documents ("CD") 50% Stage:**

**5.1.1. General**

Prior to listing any specific equipment, material, supply, or furnishing, Architect shall verify, list and identify lead times and availability of all Project equipment, materials, supplies, and furnishings and ensure that all of these will be available to the contractor(s) in a timely fashion so as to not delay the Project and/or delay the District's beneficial occupancy of the Project. The Architect shall also provide other options to the District regarding other possible and more available equipment, materials, supplies, or furnishings.

**5.1.2. Architectural**

5.1.2.1. Site plan developed to show building location, and major site elements.

5.1.2.2. Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.

5.1.2.3. Architectural details and large blow-ups started.

5.1.2.4. Well developed finish, door, and hardware schedules.

5.1.2.5. Fixed equipment details and identification started.

- 5.1.2.6. Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
- 5.1.3. Structural
  - 5.1.3.1. Structural floor plans and sections with detailing well advanced.
  - 5.1.3.2. Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
  - 5.1.3.3. Completed cover sheet with general notes, symbols and legends.
- 5.1.4. Mechanical
  - 5.1.4.1. Mechanical calculations virtually completed with all piping and ductwork sized.
  - 5.1.4.2. Large scale mechanical details started.
  - 5.1.4.3. Mechanical schedule for equipment substantially developed.
  - 5.1.4.4. Complete design of Emergency Management System (“EMS”).
- 5.1.5. Electrical
  - 5.1.5.1. Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.
  - 5.1.5.2. Distribution information on all power consuming equipment; lighting and device branch wiring development well started.
  - 5.1.5.3. All electrical equipment schedules started.
  - 5.1.5.4. Special system components approximately located on plans.
  - 5.1.5.5. Complete design of low voltage system. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.
- 5.1.6. Civil
  - 5.1.6.1. All site plans, site utilities, parking, walkway, and roadway systems updated to reflect update revisions from Design Development Phase Documents, including all topographical and major site elements and existing/proposed contour lines.
  - 5.1.6.2. Site utility plans started.
- 5.1.7. Landscape
  - All landscape, hardscape, and irrigation plans updated to reflect update revisions from Design Development Phase Documents.
- 5.1.8. Construction Cost Budget

5.1.8.1. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development Phase revisions to the Construction Cost Budget. Architect shall provide a Construction Cost Budget sorted by the Project Bid Packages.

5.1.8.2. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

5.1.8.3. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

5.1.8.4. At this stage of the design, the Construction Cost Budget may include design contingencies of no more than 5% in the cost estimates.

5.1.9. Specifications

More than fifty percent (50%) complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

5.1.9.1. No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

5.1.9.1.1. The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400, or

5.1.9.1.2. The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code, section 3400

5.1.9.2. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.

5.1.9.3. Specifications shall be in CSI format.

5.1.10. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

5.1.10.1. Two copies of reproducible copies of working drawings;

5.1.10.2. Two copies of specifications;

5.1.10.3. Two copies of statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

5.1.10.4. Two copies of a statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the

previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

**5.1.11. District Sign Off**

Architect shall not begin Construction Documents – 100% / Completion Stage services until the District has approved the then current fixtures, equipment, and finishes prepared by Architect in writing.

**5.2. Construction Documents – 100% / Completion Stage:**

**5.2.1. Architectural**

5.2.1.1. Completed site plan.

5.2.1.2. Completed floor plans, elevations, and sections.

5.2.1.3. Architectural details and large blow-ups completed.

5.2.1.4. Finish, door, and hardware schedules completed, including all details.

5.2.1.5. Fixed equipment details and identification completed.

5.2.1.6. Reflected ceiling plans completed.

**5.2.2. Structural**

5.2.2.1. Structural floor plans and sections with detailing completed.

5.2.2.2. Structural calculations completed.

**5.2.3. Mechanical**

5.2.3.1. Large scale mechanical details complete.

5.2.3.2. Mechanical schedules for equipment completed.

5.2.3.3. Completed electrical schematic for environmental cooling and exhaust equipment.

5.2.3.4. Complete energy conservation calculations and report.

**5.2.4. Electrical**

5.2.4.1. Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.

5.2.4.2. Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

5.2.4.3. All electrical equipment schedules completed.

5.2.4.4. Special system components plans completed.

5.2.4.5. Electrical load calculations completed.

5.2.5. Civil

All site plans, site utilities, parking and roadway systems completed.

5.2.6. Construction Cost Budget

5.2.6.1. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the 50% Construction Documents Phase revisions to the Construction Cost Budget.

5.2.6.2. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

5.2.6.3. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

5.2.6.4. At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

5.2.7. Specifications

5.2.7.1. Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

5.2.7.2. No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

5.2.7.2.1. The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400; or

5.2.7.2.2. The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code, section 3400.

5.2.7.3. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.

5.2.7.4. At one hundred percent (100%) review, District shall review the specifications and shall direct Architect to make corrections at no cost to the District.

5.2.7.5. Coordination of the Specifications with specifications developed by other disciplines.

5.2.7.6. Specifications shall be in CSI format.

5.2.8. Constructability Review

The District and/or its designee shall conduct a construction review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report.

5.2.9. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

5.2.9.1. Two copies of reproducible copies of working drawings;

5.2.9.2. Two copies of specifications;

5.2.9.3. Two copies of engineering calculations;

5.2.9.4. Two copies of revised Construction Cost Budgets;

5.2.9.5. Two copies of statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

5.2.9.6. Two copies of DSA file including all correspondence, meeting, back check comments, checklists to date;

5.2.9.7. Two copies of a statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

5.2.10. **District Sign Off**

Architect shall not begin Construction Documents (CD) Final Back-Check Stage services until the District approved of the final fixtures, equipment, and finishes prepared by Architect in writing.

5.3. **Construction Documents (CD) Final Back-Check Stage**

The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.

5.3.1. **Approval of Construction Documents.** Architect shall obtain all necessary approvals for the Construction Documents for the Project from governmental agencies with jurisdiction therefor as necessary for the bidding and construction of the Work depicted in the Construction Documents, including without limitation, approvals by DSA. Architect shall revise the Construction Documents as required by DSA or other governmental agencies to obtain their respective approvals of the Construction Documents. Except for the Architect's fees (which are included in the Contract Price for Basic Services) incurred in obtaining the approvals or preparing revisions pursuant to the foregoing, the District shall pay all other costs or fees necessary for obtaining the approvals.

- 5.3.2. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:
  - 5.3.2.1. Drawings: Original tracings of all drawings on Architect's tracing paper with each Architect/consultant's State license stamp.
  - 5.3.2.2. Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- 5.3.3. Architect shall update and refine the consultants' completed Construction Documents.
- 5.3.4. **District Sign Off**

Architects Construction Documents Phase services shall not be deemed complete until the District has approved the final Construction Documents in writing.

5.4. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated and requested by District and School Site staff as necessary, conduct meetings, site visits, and workshops. Architect shall take part in any and all reasonably necessary meetings requested by District and School Site staff during the Construction Document Phase.

**6. BIDDING PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall perform Bidding Phase services for District as follows:

- 6.1. Contact potential bidders and encourage their participation in the Project.
- 6.2. Coordinate the development of the bidding procedures and the construction contract documents with the District.
- 6.3. The development of the bidding procedures and the construction contract documents shall be the joint responsibility of the District and the Architect.
- 6.4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
- 6.5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
- 6.6. Attend bid opening.
- 6.7. Coordinate with Consultants.
- 6.8. Respond to District questions and clarifications.
- 6.9. Deliverables and Number of Copies



Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

- 6.9.1. Two copies of meeting report/minutes from kick-off meeting;
- 6.9.2. Two copies of meeting report/minutes from pre-bid site walk;
- 6.9.3. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set, and one (1) electronic set of plans in AutoCAD 2006 or compatible set and one (1) electronic copy of the conforming specifications in Microsoft Word.

## **7. CONSTRUCTION ADMINISTRATION PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall perform Construction Administration Phase services for the District as follows:

- 7.1. The Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.

### **7.2. Change Orders**

- 7.2.1. Architect shall review all of contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the contractor for clarification, or rejected.
- 7.2.2. The Architect shall furnish all necessary additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these drawings from the Architect and shall be at no additional cost unless designated as Extra Services by the District. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

### **7.3. Submittals**

- 7.3.1. Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and change orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- 7.3.2. Architect shall review contractor's schedule of submittals and advise the District on whether that schedule is complete. The Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.

- 7.3.3. The Architect's action upon contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed ten (10) business days from its receipt by the Architect, unless the complexity of the submittal warrants a longer time period for the review to be mutually agreed upon by both parties. Architect's response to each submittal shall be a substantive and acceptable response. This 10-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents.
- 7.4. **RFIs.** During the course of construction, all Requests for Information ("RFI") must be responded to as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from the receipt by the Architect, unless the complexity of the RFI warrants a longer time period for review as reasonably agreed to by the District in writing in its sole discretion. Architect's response to each RFI shall be a substantive and acceptable response. This 7-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents.
- 7.5. On the basis of on-site observations, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall notify the District in writing of any defects or deficiencies in the work by any of the District's contractors that the Architect may observe. However, the Architect shall not be a guarantor of the contractor's performance. Further, The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.
- 7.6. **Rejection of Work.** The Architect shall have the authority, only after pre-approval of the District, to reject Project contractor(s)'s work that does not conform to the requirements of the construction contract documents. The Architect shall have the authority, upon its sole discretion, to reject Project contractor(s)'s work that presents an immediate risk of injury to persons.
- 7.7. **Quality Control/Punch List Process.** Architect shall evaluate during the Construction Administration and Closeout Phases the contractor(s)' execution and overall delivery of its work throughout the construction process shall use its best efforts to ensure the Project meets or exceeds the criteria as set forth in the Conforming Set. The Parties acknowledge that this process is not commissioning of the Project or the Project's system(s).
- 7.7.1. The Quality Control/Punch List ("QC"/"Punch") Process is a comprehensive and systematic process to verify that the building systems and assemblies are constructed and installed as designed to meet the District's requirements. Quality Control during the Construction Phase, the Closeout Phase, and all warranty periods shall achieve the following specific objectives:
- 7.7.1.1. Verify and document that assemblies and equipment are installed per manufacturer's recommendations, product minimum standards, and the design intent expressed in the Contract Documents.

- 7.7.1.2. Verify and document that the manufacturer(s) and designer(s) of assemblies, equipment, and systems have approved the full compliance, performance, and operation of all completed assemblies, equipment, and systems for that they manufactured and/or designed.
  - 7.7.1.3. Verify and document assembly, equipment, and system function.
  - 7.7.1.4. Verify the completeness of operations and maintenance materials.
  - 7.7.1.5. Assist the District so that the District's operating personnel receive all required training and are offered additional and supplemental training, on the operation and maintenance of building assemblies, equipment, and systems, all to be provided by the party responsible for providing that training.
  - 7.7.1.6. In addition to all incomplete items on its punch list, document items of known non-compliance in materials, installation or operation.
- 7.7.2. The QC/Punch Process does not reduce the responsibility of any designers or contractors to provide a finished and fully functioning product.
- 7.8. **As-Built Drawings.** Architect shall review and evaluate for District, the contractor(s)' documentation of the actual construction performed during the Project that the contractor(s) should prepare and submit as As-Built. As-Built are documents that show the actual construction performed during the Project, including changes necessitated by change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
  - 7.8.1. Architect shall provide to contractor(s), electronic "background" copies of all plans on which the contractor(s) shall indicate its "As-Built" in electronic format back to the District.
- 7.9. **Record Drawings.** Only if requested specifically by the District, Architect shall incorporate all information on all As-Built, sketches, details, and clarifications, and prepare one set of final Record Drawings for the District. The Record Drawings shall incorporate onto one set of electronic drawings, all changes from all As-Built, sketches, details, and clarifications. If a set of Record Drawings has been requested by the District, then (1) the Architect shall deliver it to the District at completion of the construction and (2) it shall be a condition precedent to the District's approval of the Architect's final payment. The Architect may insert the following notice on the Record Drawings:
 

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. The Architect has provided a review consistent with its legal standard of care.
- 7.10. **O&M Manuals / Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
- 7.11. Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and apparent deficiencies in construction following the acceptance of the contractor's work.
- 7.12. **Contractor's Application for Payment.** Failure of Architect to perform the following tasks shall be a material breach of the Agreement.
  - 7.12.1. **Development of Payment Procedures.** In consultation with the District and the construction manager, the Architect shall assist in the development and implementation

of procedures, forms and documents for the submittal, review, processing and disbursement of Progress Payments to the Project contractor(s).

- 7.12.2. **Certification of Payment Due.** Based on the Architect's observations and evaluations, the Architect shall certify the amount due on each application for progress payment. The Architect shall review and respond to applications for progress payment in a prompt manner so as to allow the District to timely meet its payment obligations to the Project contractor(s) under the terms of the construction contract documents and applicable law, rule or regulation.
- 7.12.3. **Final Payment.** The Architect shall review, evaluate and certify for payment the Project contractor(s)'s application for final payment. The Architect shall review and respond to the Project contractor(s)'s application for final payment in a prompt manner so as to allow the District to timely meet its obligation to make payment of the Final Payment under applicable law, rule or regulation.
- 7.12.4. Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the contract documents.

#### 7.13. **Deliverables and Number of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

- 7.13.1. Two copies of meeting report/minutes from kick-off meeting;
- 7.13.2. Two copies of observation reports;
- 7.13.3. Two copies of weekly meeting reports.

#### 7.14. **Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

- 7.15. **Duty to Timely Respond to DSA Inquiries.** Architect acknowledges that the District, DSA, and/or the Inspector of Record may require Architect to submit changes or clarifications to the Construction Drawings and other documentation to DSA for its consideration and approval during the Construction Administration Phase ("**DSA Request**"). Any delay by Architect in responding to the DSA Request is likely to result in delays to the Project. Accordingly, Architect shall respond expeditiously and with all due diligence to any DSA Request ("**DSA Response**"), provided that in no event shall the Architect's DSA Response occur later than two (2) days after Architect receives notice of the DSA Request, unless a longer period of time is approved in writing, in advance, by the District.

### 8. **CLOSEOUT PHASE**

- 8.1. As the Construction Administration Phase progresses, the Architect shall perform the following Closeout Phase services for the District as required:

- 8.1.1. Architect shall review the project and observe the construction as required to determine when the contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
- 8.1.2. Architect shall collect from the contractor, review, and forward to the District all written warranties, operation manuals, spare parts, lien waivers, and Certificates of Inspection and Occupancy with Architect's recommendation as to the adequacy of these items.
- 8.1.3. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
- 8.1.4. Architect shall obtain all required DSA approval on all change orders and addenda to the contractor's contract.
- 8.1.5. Architect shall prepare verified report(s) for the Project (DSA-6A/E Verified Report, Rev 04/08, or more recent revision if available).
- 8.1.6. Architect shall prepare a set of Record Drawings for the Project, as requested by the District.
- 8.1.7. Architect shall review a package of all warranty and O&M documentation prepared by Contractor and specifically identify any deficiencies.
- 8.1.8. Architect shall organize electronic files, plans and prepare a Project binder, or an equivalently organized electronic submission.
- 8.1.9. Architect shall coordinate all Services required to close-out the design and construction of the Project with the District and between consultants.
- 8.1.10. Architect shall coordinate and obtain DSA approval of the Project in a time period not to exceed twelve months from the date of the start of the Closeout Phase (see Exhibit C) or issuance of final payment release to the contractor(s); whichever is soonest.
- 8.2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
- 8.3. **Deliverables and Number of Copies**
  - 8.3.1. Punch lists for each site;
  - 8.3.2. Upon completion of the Project, all related project documents, including As-Builts and Record Drawings (if requested by the District). These are the sole property of the District.
- 8.4. **Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

## **9. MEETINGS / SITE VISITS / WORKSHOPS**

- 9.1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits and workshops, as indicated below. Architect shall chair, conduct and take minutes of all meetings

Architect attends (excluding Governing Board meetings and Citizens' Bond Oversight Committee meetings). Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings. The approximate number of meetings below is an estimated requisite to adequately achieve the indicated meeting objective. THE EXACT NUMBER OF MEETINGS REQUIRED TO ACCOMPLISH THE MEETING OBJECTIVES WILL BE BASED ON THE ARCHITECTURAL TEAM'S PERFORMANCE. ADDITIONAL MEETINGS OR FEWER MEETINGS MAY BE HELD, AS NECESSARY, TO ACHIEVE THE MEETING OBJECTIVES, BUT AT NO ADDITIONAL COMPENSATION TO THE ARCHITECT.

**9.2. General Meeting, Site Visit and Workshop Requirements**

- 9.2.1. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or contractors, as applicable.
- 9.2.2. Architect shall maintain documentation of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
- 9.2.3. As required, Architect shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.
- 9.2.4. Each meeting may last up to one full day (eight (8) hours) and shall be held at the District office or at one of the Project sites, unless otherwise indicated.

**9.3. Meetings During Project Initiation Phase (Three (3) meeting(s))**

- 9.3.1. Within the first week following execution of the Agreement, the Architect shall participate in one Project kick-off meeting to determine the Project intent, scope, budget and timetable, which shall encompass the following:
  - 9.3.1.1. The Architect, its appropriate consultant(s), and District staff, shall attend the meeting.
  - 9.3.1.2. The Project kick-off meeting will introduce key team members from the District and the Architect to each other, defining roles and responsibilities relative to the Project.
  - 9.3.1.3. During this meeting, the Architect shall:
    - 9.3.1.3.1. Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
    - 9.3.1.3.2. Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
    - 9.3.1.3.3. Review and explain the scope of work and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.

- 9.3.1.3.4. Review documentation of the Project kick-off meeting prepared by the District's representative and comment prior to distribution.

**9.4. Initial Site Visits (Three (3) meeting (s))**

- 9.4.1. Architect shall visit the Project sites to complete a visual inventory and documentation of the existing conditions.

**9.5. Meetings During Architectural Program (Three (3) meeting (s))**

- 9.5.1. Architect shall participate in two (2) public community information site meetings to receive input from the community regarding its wishes and expectations regarding the design of Architect's work on the Project and the schedule of use of the sites during construction.
- 9.5.2. Architect shall conduct one (1) site meeting with the District's facilities team to gather information from District facilities team and site personnel and to make a visual presentation regarding the Project.
- 9.5.3. Electrical, civil, mechanical, structural, landscaping, and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.

**9.6. Meetings During Schematic Design Phase (Eight (8) meeting (s))**

- 9.6.1. Within the first two weeks following the start of the Schematic Design Phase, Architect shall conduct one design workshop with the District's facilities team and site personnel to complete a basic design framework with computer-aided design equipment (CADD). The District may, at its discretion, allow the Architect to proceed with this meeting without using CADD. Architect shall conduct a meeting at least every two (2) weeks during this Phase with itself, all its Consultants required for that meeting, the District, and their designated representatives, until the District has indicated its acceptance with the Architect's Schematic Design. The District reserves the right to require attendance of specific Consultant(s). This workshop shall include the following:
  - 9.6.1.1. Architect shall designate its team member duties and responsibilities;
  - 9.6.1.2. Architect and District shall review District goals and expectations;
  - 9.6.1.3. District shall provide input and requirements;
  - 9.6.1.4. Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Project Budget;
  - 9.6.1.5. Prepare and/or revise the scope of work list and general work plan from the Pre-Design Phase, for documentation in a computer-generated Project schedule;
  - 9.6.1.6. Establish and agree regarding methods to facilitate the communication and coordination efforts for the Project.

- 9.6.2. Architect shall conduct approximately four (4) District-Architect Coordination meetings, one every 2 weeks, throughout the Schematic Design Process.
- 9.6.3. Architect shall conduct approximately four (4) Design Committee meetings throughout the Schematic Design Process.
- 9.7. **Meetings During Design Development Phase (Six (6) meeting (s))**
  - 9.7.1. At the time designated for completion of the Design Development package, Architect shall conduct four meetings with the District to review the following:
    - 9.7.1.1. Present the Design Development package for review and comment to proceed with preparation of final plans and specification.
    - 9.7.1.2. Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Project Budget.
  - 9.7.2. **Value Engineering Workshop (Two (2) meeting (s))**

Architect shall conduct value engineering workshop(s), as requested by the District, including all of Architect's consultant(s), the District, and the Construction Manager during the Design Development Phase. This workshop shall be ongoing and may include several meetings.
- 9.8. **Meetings During Construction Documents Phase (Eight (8) meeting (s))**
  - 9.8.1. Prior to beginning work on the fifty percent (50%) design package, Architect shall conduct meetings with the District to revise the Design Development package and receive comments.
  - 9.8.2. At the time designated for completion of the fifty percent (50%) submittal package, Architect shall conduct one meeting, per package or submittal, with the District to review the following:
    - 9.8.2.1. Present the fifty percent (50%) submittal package for review and comment to proceed with preparation of final plans and specification.
    - 9.8.2.2. Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Project Budget;
  - 9.8.3. At the time designated for completion of the one hundred percent (100%) Construction Document package, Architect shall conduct meetings with the District to review the following:
    - 9.8.3.1. Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specification.
    - 9.8.3.2. Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Project Budget.
- 9.9. **Meetings During Bidding Phase (Three (3) meeting (s))**



- 9.9.1. Attend and take part in two meetings with all potential bidders, District staff, and Construction Manager.
- 9.9.2. Conduct one kick-off meeting, per site, with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

**9.10. Meetings During Construction Administration Phase**

- 9.10.1. Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the contract documents and to monitor the progress of the construction of the Project.
- 9.10.2. Conduct weekly project meetings with District staff to review with District staff the progress of the work at each site.
- 9.10.3. Architect shall ensure that consultant(s) visit the site in conformance with their agreement.

**9.11. Citizens' Bond Oversight Committee Meetings**

Architect acknowledges that the design and construction of the Project is subject to oversight by the District's citizen bond oversight committee. Architect shall, at the District's direction, attend District citizen bond oversight committee meeting(s) and present the Architect's design to the District's citizen bond oversight committee for review and recommendation to the District's governing board.

**9.12. Governing Board Meetings**

Architect acknowledges that the District's governing board must approve all designs. Architect shall, at the District's direction, attend District governing board meeting(s) and present the Architect's design to the District's governing board for review and approval.

## EXHIBIT B

### CRITERIA AND BILLING FOR EXTRA SERVICES

Architect shall bill hourly for any Extra Services, unless provided for otherwise herein, or unless an alternate payment structure is expressly requested in writing by the District. The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized in writing by the District in accordance with the Article "Payment for Extra Services or Changes" in the Agreement:

1. Making revisions in drawings, specifications, or other documents when such revisions are:
  - 1.1. Required to comply with direction from the District that is substantively different than approvals or instructions previously given by the District.
  - 1.2. Required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set, unless those enactments or revisions were foreseeable or reasonably should have been foreseeable by the Architect prior to preparation of the Conforming Set.
  - 1.3. Due to changes required as a result of the District's failure to respond to a written request from the Architect within a reasonable time, as requested by Architect.
  - 1.4. Required to provide services in connection with Change Orders and directive not the fault of the Architect.
2. Providing services required because of significant documented changes in a Project initiated by the District, including but not limited to size, quality, complexity, the District's schedule, or method of bidding or negotiating and contracting for construction.
3. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
4. Providing services made necessary by the default of contractor(s), by major defects, or deficiencies in the work of contractor(s).
5. In the absence of a final Certificate of Payment or Notice of Completion, providing Services more than sixty (60) days after the date of completion of work by contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
6. Providing deliverables or other items in excess of the number indicated in **Exhibit A**. Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit A**, so that District can procure the additional deliverables itself or direct Architect to procure the deliverables at District's expense or on District's account at a specific vendor. This includes the cost and preparation of Record Drawings.
7. Providing services as directed by the District that are not part of the Services of this Agreement.
8. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.

9. Providing training, adjusting, or balancing of systems and/or equipment sixty (60) days after completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
10. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

<u>Job Title</u>	<u>Hourly Rate</u>
Principal	\$195
Associate Principal	\$170
Project Manager	\$125-160
Specification Writer	\$175
Senior Architect	\$110-145
Senior Designer	\$110-135
Job Captain	\$100-115
Designer	\$80-125
Drafter/BIM Operator	\$75-100
Administrator	\$65-80

11. The mark-up on any approved item of Extra Services performed by Consultant(s) shall not exceed **five percent (5%)**.
12. Mileage to/from Project is **NOT** reimbursable as Extra Services.

## EXHIBIT C

### SCHEDULE OF WORK

1. Promptly after the execution of this Agreement, the Architect shall prepare and submit for approval to the District a Schedule of Work showing the order in which Architect proposes to carry out Architect's work within the Term as defined in the Agreement ("Schedule of Work"). The Schedule of Work shall apply to the completion of all services listed hereunder within the times established by this Agreement. The Schedule of Work shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Work on a monthly basis and deliver two (2) copies to the District along with the monthly billing.
2. Architect shall complete all work and services required per the Schedule of Work after written authorization from the District to proceed.
3. The durations stated in the Schedule of Work shall include the review periods required by the District and all other regulatory agencies.
4. All times to complete tasks set forth in this Exhibit are of the essence. If delays in the Schedule of Work are imposed by the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Work if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, such extensions shall be authorized in writing by the District.

<b>Design</b>	October 22 - November 25, 2020
<b>Construction Documents</b>	November 26 - January 14, 2021
<b>DSA Submittal</b>	January 15, 2021
<b>DSA Approval</b>	April 14, 2021
<b>Construction</b>	June - August 2021

**Note:** The exact dates required to achieve the District's overall Project objective and completion are subject to the District's modification, but The Architect acknowledges that its Fee is based on the Architect performing the Services and not based on the length of time to perform those Services or for the design or construction of the Project.

## EXHIBIT D

### PAYMENT SCHEDULE

#### 1. Compensation

- 1.1. District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following (“Fee”):

Based on the OPSC Fee schedule as indicated here:

<b>Design</b>	\$77,850	.
<b>Construction Documents</b>	\$103,800	.
<b>Bidding</b>	\$12,975	.
<b><u>Contract Administration</u></b>	<u>\$64,875</u>	.
<b>TOTAL</b>	<b>\$259,500</b>	

- 1.2. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect’s Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel within two hundred (200) miles of a Project location, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit A.** or any other direct or indirect expenses incident to providing the services. Except as expressly set forth in the Agreement and **Exhibit B,** there shall be no payment for extra costs or expenses.
- 1.3. District shall pay Architect for all Services contracted for under this Agreement pursuant to the following schedule (“Payment Schedule”):

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Schematic Design Phase	10%
Design Development Phase	10%
Construction Documents Phase	35%
DSA Stamped Approval	5%
Bidding Phase	5%
Construction Administration Phase	30%
Closeout Phase	10%
Generate Punch List	2%
Sign Off On Punch List	2%
Receive and Review All O&M Documents	2%
Filing All DSA Required Closeout Documents	2%
Receiving DSA Closeout, including DSA approval of the final As-Built set of drawings	2%

2. **Method of Payment.** Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.
- 2.1. If reasonably requested by District and, if reasonably requested, as a precondition of payment, Architect shall submit to District documentation showing proof that payments were made to Architect's consultant(s).
- 2.2. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.
- 2.3. Upon receipt and approval of Architect's invoices, the District agrees to make payments within forty-five (45) days of receipt of the invoice as follows:
- 2.3.1. **Pre- Design/Architectural Program Development Phase:**  
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Pre-Design/Architectural Program.

- 2.3.2. **For Schematic Design Phase:**  
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.
- 2.3.3. **For Design Development Phase:**  
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.
- 2.3.4. **For Construction Documents Phase:**  
Monthly payments for percentage of Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.
- 2.3.5. **For Bidding Phase:**  
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District's award of the bid.
- 2.3.6. **For Construction Administration Phase:**  
Monthly payments based on Architect's invoices pursuant to the following:
1. Monthly payments for the percentage of Services complete, up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District's agreement that the Architect can generate a Punch List as part of the Closeout Phase.
- 2.3.7. **For Closeout:**  
Individual payment(s) proportionate to the items completed within this Phase.

### 3. **Format and Content of Invoices**

- 3.1. Architect acknowledges that the District requires Architect's invoices for Basic Services must include explanations of the Services performed.
- 3.2. For invoices for Extra Services, a more detailed explanation, with specificity, is required. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable for invoices for Extra Services. The times indicated below are just placeholders:

Review/Respond RFI's, Const. Admin Mtgs., Review Shop Drawings, Field Sketches	5.5 hours
Prepare Construction Documents: floor plans, exterior elevations, consultant coordination.	7.5 hours
Master Budget update, Master Schedule Update, Board Presentation, Accounting coordination	6.5 hours

## EXHIBIT E

### INSURANCE REQUIREMENTS

Architect shall procure prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and consultant(s). Architect's liabilities, including but not limited to Architect's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated as a material breach of contract by the District.

1. **Minimum Scope and limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits and shall be on an occurrence-based basis unless otherwise indicated:

- 1.1. **Commercial General Liability.** One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
- 1.2. **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
- 1.3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Architect shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of one million dollars (\$1,000,000) per accident for bodily injury or disease. The Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 1.4. **Employment Practices Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Architect shall keep in full force and effect, an Employment Practices Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of one million dollars (\$1,000,000) per occurrence. The Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 1.5. **Professional Liability.** This insurance shall cover the prime design professional and his/her liability arising from the services of consultant(s) with a minimum of one million dollars (\$1,000,000) per occurrence limit and two million dollars (\$2,000,000) aggregate limit, and subject to no more than **twenty-five thousand dollars (\$25,000) per claim deductible**, coverage to continue through completion of construction plus "tail" coverage for two (2) years thereafter. **This policy can be on a claims-made basis.**

The District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for those changes.

Furthermore, and to the coverage and limits specified herein shall be the greater of:

- 1.6. The minimum coverage and limits specified in this Agreement; or



- 1.7. The broader coverage and maximum limits of coverage, if any, of any existing insurance policy required of the Architect to be kept pursuant to this Agreement.
2. **Deductibles and Self-Insured Retention:** The Architect shall inform the District in writing if any deductibles or self-insured retention exceeds \$25,000. At the option of the District, either:
  - 2.1. The District can accept the higher deductible; or
  - 2.2. The Architect's insurer shall reduce or eliminate the deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers.
3. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
  - 3.1. The District, its trustees, officers, officials, employees, agents and volunteers ("Additional Insureds") are to be covered as additional insureds as respects to liability arising out of activities performed by or on behalf of the Architect; instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Architect shall ensure that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage limits/requirements shall also be available to the Additional Insureds.
  - 3.2. For any claims related to the projects, the Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect's insurance and shall not contribute with it.
  - 3.3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
  - 3.4. The Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - 3.5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District. At the option of the District, the Architect shall be the party required to provide the District this notice in lieu of the Architect's insurance provider.
4. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. The Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, either:
  - 4.1. The District can accept the lower rating;
  - 4.2. Require the Architect to procure insurance from another insurer.
5. **Verification of Coverage:** Architect shall furnish the District with:
  - 5.1. Certificates of insurance showing maintenance of the required insurance coverage;

- 5.2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

**EXHIBIT F**  
**DSA FORM PR 13-01**

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## PROCEDURE: CONSTRUCTION OVERSIGHT PROCESS

Division of the State Architect (DSA) documents referenced within this publication are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

**PURPOSE:** California Code of Regulations (CCR), Title 24, Part 1, Chapter 4, Article 1 (Sections 4-211 through 4-220) and Group 1, Articles 5 and 6 (Sections 4-331 through 4-344) provide regulations governing the construction process for projects under the jurisdiction of the Division of the State Architect (DSA).

This Procedure provides the required, prescribed method for compliance with applicable sections of the above regulations related to communication and documentation of the status of construction inspections and material testing.

See *Section 5* for information on applicability of this procedure to your existing project.

**BACKGROUND:** Successful construction inspections and material testing are critical to the delivery of code compliant projects. Communication and documentation of these inspections and tests are necessary to enable involved parties to understand the status of those inspections and tests, so that conditions not compliant with the DSA-approved construction documents are identified in a timely manner and not covered up by subsequent construction activities.

**DEFINITIONS:** The following definitions apply to terms used in this document:

**Architect/Engineer** – An abbreviated use of the term design professional in general responsible charge.

**Contract** – A written agreement for facility construction, alteration, repair or other construction activities regulated by DSA.

**Contractor** – A company or individual that contracts for or is otherwise responsible for the construction of the project or portions of the project.

**DSA-Approved Construction Documents** – Portions of plans, specifications, *DSA-103: List of Structural Tests and Special Instructions*, addenda, deferred submittals, revisions, and construction change documents (CCDs) duly approved by DSA that contain information related to and affecting structural safety, fire/life safety, and accessibility (refer to *IR A-6: Construction Change Document Submittal and Approval Process* for additional information about CCDs). While all portions of the construction documents may contain a DSA identification stamp, this stamp is not the approval. Approval by DSA is indicated by a letter to the school district. This letter clarifies that the approval is limited to structural safety, fire/life safety and accessibility.

The DSA approval letter states: *“Buildings constructed in accordance with approved drawings and specifications will meet minimum required standard given in Title 24, California Code of Regulations, for structural, and fire and life safety ... and ... certifies that the drawings and specifications are in compliance with State regulations for the reasonable accommodation of the disabled.”*

**Design Professional In General Responsible Charge** – The architect or engineer in general

## CONSTRUCTION OVERSIGHT PROCESS

responsible charge of the project, as listed on Line 21 or 23 of form *DSA 1: Application for Approval of Plans and Specifications and Instructions*.

**Non-Building Site Structures** – Structures that are required to resist loads imposed by gravity, wind, seismic, earth or other external forces and are not enclosed by walls and a roof (examples include: shade structures not enclosed by walls, bleachers, ball walls, trash enclosures, dugouts, tanks, equipment, fences, retaining walls, ramps, stairs, cell towers, light poles, etc.).

The term “Non-Building Site Structures” is used only to clarify the types of site structures that are relevant when issuing form *DSA 152: Project Inspector Card* for site work. These types of structures are school buildings as defined in the California Administrative Code Title 24, Part 1.

**Other Responsible Design Professionals** – Architects or engineers with delegated responsibility for portions of the project as listed on Lines 24a, 24b, 24c or 24d of form DSA 1 and Line 1.0 of *DSA 1-MR: Application for New Manufactured Permanent Modular or Relocatable Buildings* (when applicable), such as architects, structural engineers, mechanical engineers, electrical engineers and the geotechnical engineer of record.

**Permanent Modular** – Permanent buildings or structures built in a fabrication plant off-site not intended for relocation, constructed of modular units that do not have an integral floor, and are mounted on a permanent foundation such as modular school buildings or elevator towers.

Permanent buildings include enclosed structures for the purpose of housing students and teachers, such as classrooms, assembly buildings, administrative buildings, etc.

**Project Inspector** – An inspector who is employed by the school district, certified by DSA and specifically approved by DSA and applicable project design professionals to provide competent, adequate and continuous construction inspections for the project.

**Relocatable Building** – Buildings as defined in Title 24, Part 1, Section 4-314 which are built in a fabrication plant off-site.

### APPLICABLE DSA FORMS:

- DSA 1
- DSA 1-MR.
- *DSA 5-AI: Assistant Inspector Qualification and Approval.*
- *DSA 5-PI: Project Inspector Qualification and Approval.*
- *DSA 5-IPi: In-Plant Project Inspector Qualification and Approval.*
- *DSA 5-SI: Special Inspector Qualification and Approval.*
- *DSA 6-AE: Architect/Engineer Verified Report.*
- *DSA 6-C: Contractor Verified Report.*
- *DSA 6-PI: Project Inspector Verified Report.*
- *DSA 102-IC: Construction Start Notice/Inspection Card Request.*
- DSA-103
- *DSA 108: Change in Delegation of Responsibility.*
- *DSA 109: Transfer of Responsibility: Geotechnical Engineer.*

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- *DSA 119: Project Inspector Performance Review.*
- *DSA 130: Certificate of Compliance–Accepted Folding and Telescopic Seating Fabricator.*
- *DSA 135: Field Trip Note (internal form).*
- *DSA 151: Project Inspector Notifications.*
- *DSA 152*
- *DSA 152-IPI: In-Plant Inspector Inspection Card/Verified Report.*
- *DSA 153: Inspection Card Building Identifier (internal form).*
- *DSA 154: Notice of Deviations / Resolution of Deviations.*
- *DSA 155: Project Inspector Semi-Monthly Report.*
- *DSA 156: Commencement/Completion of Work Notification.*
- *DSA 168: Statement of Final Actual Project Cost.*
- *DSA 180: Project Inspector Performance Record.*
- *DSA 211: Attachment for Additional Comments/Information.*
- *DSA 291: Laboratory of Record Verified Report.*
- *DSA 292: Special Inspectors Employed Directly by the District Verified Report.*
- *DSA 293: Geotechnical Verified Report.*

**REQUIREMENTS FOR REPORTING STATUS OF COMPLIANT CONSTRUCTION:** For every project there shall be a project inspector who shall have personal knowledge as defined in Title 24, Part 1, Section 4-336(a) of all work on the project.

All construction is required to be completed in compliance with the project construction documents. The construction documents are required to be in compliance with the California Building Codes in effect at the time the original plans and specifications are submitted to DSA. DSA reviews and approves the submitted plans, specifications and other construction documents for compliance with codes regulating structural safety, fire/life safety and accessibility. Other portions of the plans that do not contain content about or that affect structural safety, fire/life safety and accessibility are not reviewed by DSA and the responsibility for determining code compliance of those portions is the sole responsibility of the design professionals.

In order to distinguish between the portions of the plans that DSA reviews and approves and other portions of the plans, the term DSA-approved construction documents is used for the portions of the plans that are duly approved by DSA, contain information related to and affecting structural safety, fire/life safety, and accessibility. However, all work shown in the project construction documents must be inspected by the project inspector.

The California Administrative Code Section 4-333(b)3 specifically states that “no work shall be carried on except under the inspection of an inspector approved by DSA.” All construction is required to be completed in compliance with the project construction documents which include both the “DSA-approved construction documents” portions and the portions containing all the other work.

## CONSTRUCTION OVERSIGHT PROCESS

The California Administrative Code requires the project inspector to make certain reports pertaining to the status of construction compliance. To fulfill this requirement, the project inspector shall use the following:

- DSA 151
- DSA 152
- DSA 152-IPI
- DSA 154
- DSA 155
- *DSA 6-PI*
- Project Inspector Job File.

**1. REQUIREMENTS FOR USE OF PROJECT INSPECTION CARD (FORMS DSA 152 AND DSA 152-IPI):** The Project Inspection Card (form DSA 152) is considered to be an interim verified report by the project inspector. The DSA 152-IPI is considered to be the final verified report for the in-plant fabrication of permanent modular or relocatable buildings (see *Section 1.7*). The project inspector signs off the applicable blocks and sections on the form as the work progresses. The project inspector is required to complete the form in compliance with this procedure document and reference the Instructional Notes on the second page of form DSA 152 and the *DSA 152 Manual – A Guide for Completing the Project Inspector Card* (DSA 152 Manual). When signing off the blocks and sections of the form, the project inspector is verifying all of the following:

- Identified areas are determined to be in compliance with the DSA-approved construction documents.
- Required structural/material and fire/life safety testing and inspections are complete.
- Required documentation has been received by the project inspector.

**Note:** For small/fast projects, interim verified reports from the design professionals, geotechnical engineer, Laboratory of Record, and special inspectors are not mandatory if the requirements listed in DSA Policy *PL 14-01: Inspection Card Use for Small/Fast Projects* are met prior to commencing construction.

**1.1 Request for issuance of forms DSA 152 and DSA 152-IPI:** Form *DSA 102-IC: Construction Start Notice/Inspection Card* Request is used to request the issuance of Project Inspection Cards. After project approval, a DSA 5-PI, DSA 5-IPI (when applicable) must be submitted to and approved by DSA prior to the DSA 102-IC submission. Under circumstances agreed to by DSA prior to project approval, the DSA 5-PI, DSA 5-IPI (when applicable) and DSA 102-IC may be submitted simultaneously and DSA will attempt to expedite the issuance of the DSA 152 and DSA 152-IPI. Once the DSA 5-PI, DSA 5-IPI (when applicable) is approved, DSA (Document Controller) will fill in the “DSA 5-PI Approval Date” (or, when applicable, “DSA 5-IPI Approval Date”) in Section 3 of the DSA 102-IC and upload it to DSABox. The request is electronically submitted to DSA (See *Section 4* of this procedure for information on electronic submittal) and consists of providing the following required information:

- Identifying the DSA-approved project inspector.
- Contractor firm name and delivery method.
- Specified construction contract information.

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- Project scope (DSA will use this information to determine the quantity of inspection cards needed for the project).
- Contact information for electronic communication by listing project collaborators.

**1.2 Issuance of form DSA 152 and DSA 152-IPI:** Project Inspection Cards (DSA 152 and DSA 152-IPI) are issued electronically by upload to [DSAbbox](#) by DSA per *Section 1.16* of this procedure.

**1.3 Quantity of DSA 152 and DSA 152-IPI forms required for projects:** The number of Project Inspection Cards issued varies by project type. In general, though there are exceptions for siting or relocation of permanent modular or relocatable buildings (discussed later) and small scope projects of a certain type (described later), one Project Inspection Card (form DSA 152) is required for each separate building and one for the site work (which includes non-building site structures). The number of Project Inspection Cards and building identifiers should match the information specified in form DSA 153: Inspection Card Building Identifier, which is completed by DSA plan review staff during the back check and provided to the design professional upon project plan approval.

For in-plant construction of permanent modular or relocatable buildings, one Project Inspection Card (DSA 152-IPI) is required for each separate building.

For the siting or relocation of permanent modular or relocatable buildings 2,160 square feet or less, only one Project Inspection Card (DSA 152) is required encompassing all the buildings, and one Project Inspection Card (DSA 152) is required for the site work (which includes non-building site structures).

The following small scope type projects require only one Project Inspection Card for all buildings on a campus rather than one Project Inspection Card per building:

- Fire Alarm Only Projects.
- Hardware Replacement Only Projects.
- Security Camera Only Projects.
- Low Voltage (Communication) Only Projects.

The following is not an exhaustive list of possibilities, but examples of the various project types and the resulting quantity of DSA 152 and DSA 152-IPI forms (**Note:** unless specified otherwise, all references to forms in the examples are to DSA 152 forms):

**1.3.1 Project scope is site work only (includes non-building site structures, if any):**

- One form is required.

**1.3.2 Project scope is new buildings:**

- One form for the site work (includes non-building site structures, if any).
- One form for each separate new building.

**Example:** Construction of three new buildings requires a total of four forms.

**1.3.3 Project scope is alterations/additions to existing buildings:**

- One form for the site work (includes non-building site structures, if any).
- One form for each separate existing building being altered or changed.

**Example:** Alterations to two existing buildings requires a total of three forms.



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**CONSTRUCTION OVERSIGHT PROCESS**

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**1.3.4 Project scope is alterations to existing buildings and no site work is required (such as mechanical/electrical only projects):**

- One form for each separate existing building being altered or changed.

**Example:** Alterations to two existing buildings requires a total of two forms.

**1.3.5 Project scope is new buildings and alterations/additions to existing buildings:**

- One form for the site work (includes non-building site structures, if any).
- One form for each separate new building.
- One form for each separate existing building being altered or changed.

**Example:** Construction of three new buildings and alterations to two existing buildings requires a total of six forms.

**1.3.6 Project scope is placing existing relocatable buildings (max. 2160 square feet) on a site:**

- One form for the site work (includes non-building site structures, if any).
- One form encompassing all of the relocatable buildings being placed on the site.

**Example:** Placing of three existing relocatable buildings on a site requires a total of two forms.

**1.3.7 Project scope is constructing new permanent modular or relocatable buildings (max. 2160 square feet) and placing them on a site:**

- One DSA 152-IPI form for each separate building for the in-plant construction.
- One form for the site work (includes non-building site structures, if any).
- One form encompassing all of the permanent modular or relocatable buildings being placed on the site.

**Example:** Construction and placing of two new permanent modular or relocatable buildings requires a total of four forms: two DSA 152 forms and two DSA 152-IPI forms.

**1.3.8 Project scope is constructing new relocatable buildings for stockpile:**

- One DSA 152-IPI form for each separate building for the in-plant.

**Example:** Construction of three new relocatable buildings for stockpile requires a total of three DSA 152-IPI forms.

**1.4 Project Inspection Card numbers:** Project Inspection Card numbers are issued by DSA staff. For each project, the issued inspection card numbers will be consecutive starting with the number 01 (01, 02, 03....) for all buildings. The Project Inspection Card number for site work (includes non-building site structures) will be “#SW.” Inspection card numbers for in-plant construction of permanent modular or relocatable buildings will use form DSA 152-IPI and be consecutive starting with the number 01, followed by the letters “IP” (01IP, 02IP, 03IP, etc.). Projects having the small scope defined in Section 1.3 on the inspection card under “Building Number” will indicate “All \_\_\_ Buildings” with the number of buildings inserted in the blank.

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**1.5 Project posting of forms DSA 152 and DSA 152-IPI:** The project inspector and in-plant inspector shall post the forms in his/her job file and shall electronically post the forms (See *Section 4* for information on electronic submittal/posting). The information in the forms shall always be current. Each time the form is updated, a new electronic posting is required such that the electronically posted form is always kept current. In addition, the project inspector shall:

- Immediately, upon request, make the form available for review by any parties involved in the construction.
- Include a current copy of the forms (DSA 152) any time he/she submits a Verified Report (form DSA 6-PI).
- Upon request, provide a current copy of the forms to DSA, the school district/state agency, or the design professional in general responsible charge.

**1.6 Project inspector termination and transfer of the form DSA 152 and DSA 152-IPI:** If the project inspector or in-plant inspector is, for any reason, terminated prior to the completion of the project, then he/she must personally provide the original DSA 152 and DSA 152-IPI forms to the assuming DSA-approved project inspector or in-plant inspector, respectively, or to DSA and provide a copy to the school district. Use form DSA 211 to identify status of inspections completed up to the termination date if the space in the DSA 6-PI or DSA 152-IPI is insufficient to note such. Forms located in DSABox that are current at the time of termination satisfy these requirements.

**1.7 Permanent Modular and Relocatable buildings:** The design professional in responsible charge shall delegate the responsibility for design and preparation of plans and specifications, observation of in-plant manufacturing, and on-site placement of the permanent modular or relocatable buildings. The individual delegated such responsibility may sub-delegate the responsibility for observation of in-plant and/or on-site construction as indicated on form DSA 1-MR. ←

**1.7.1 In-Plant Construction:** In-plant inspectors shall use the DSA 152-IPI as described in *Section 1.5*. Unlike the DSA 152, interim verified reports from the design professionals are not required for the in-plant inspector to sign off the DSA 152-IPI. However, the in-plant project inspector and the design professional delegated or sub-delegated the responsibility for observation of in-plant construction shall sign in the appropriate location on the DSA 152-IPI prior to the permanent modular or relocatable building leaving the plant. A stop work order may apply if this is not done (see *IR A-13: Stop Work and Order to Comply* for additional information).

Building modules may be shipped to the project site in phases prior to construction of all modules of a building. For each phase, the DSA 152-IPI shall list the serial numbers of the modules constructed, be signed by the delegated design professional, and be attached to those modules being shipped. The final DSA 152-IPI shall denote that all modules have been constructed, be affixed to the last module being shipped to the site, and be uploaded to the DSABox by the in-plant inspector. The site inspector shall verify receipt of the final DSA 152-IPI prior to installation of the last module.

If the in-plant inspector does not perform welding special inspection, the Laboratory of Record or independently hired welding special inspector shall provide verified reports, either form *DSA 291: Laboratory of Record Verified Report* or *DSA 292: Special Inspectors Employed Directly by the District Verified Report* depending on the welding special inspector's employment relationship with the Laboratory of Record (see *Section 1.10* and *1.11* for additional information). In this situation,

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verified reports for testing of materials and special inspection of the welding are required for the in-plant inspector to complete the appropriate block on the DSA 152-IPI. These verified reports shall be submitted electronically to DSA as described in *Section 4*.

- 1.7.2 Transfer of forms:** For construction of new permanent modular or relocatable buildings for a specific project (not stockpile), the DSA 152-IPI, DSA 291, and DSA 292 (when applicable) for the superstructure must be attached to the inside of the building either performed by or attachment verified by the in-plant project inspector prior to the permanent modular or relocatable building leaving the plant. The on-site project inspector must verify these forms are present when the buildings are delivered to the site.

For the first-time installation of permanent modular or relocatable buildings, the design professional delegated or sub-delegated the responsibility for on-site construction observation shall complete a DSA 6-AE at applicable times defined in this procedure and submit it to DSA and the on-site project inspector.

**1.8 Duties of the project inspector and in-plant inspector related to the use of forms DSA 152 and DSA 152-IPI, respectively, are as follows:**

**Note:** For in-plant construction, the in-plant inspector shall follow the duties described below for project inspectors and substitute form DSA 152-IPI for form DSA 152.

- Act under the direction of the architect/engineer.
- Ensure the project is issued the correct quantity of Project Inspection Cards (form DSA 152). The project inspector is required to be in possession of the form(s) DSA 152 prior to commencement of construction. Title 24, Part 1, Section 4-342(b).5.A requires the project inspector to notify DSA when construction work on the project is started. Entering the "Card Start Date" on the form DSA 152 and submitting the form DSA 151 are required for compliance with that code section. Lack of compliance may cause DSA to issue a "Stop Work Order" on the project (see IR A-13 for additional information).
- Obtain a copy of the DSA-approved construction documents from the design professional in general responsible charge prior to the commencement of construction.
- Obtain a copy of the DSA-approved List of Required Structural Tests and Special Inspections (form DSA-103) from the design professional in general responsible charge (or DSAbox, when the electronic back check process is used per DSA Procedure *PR 16-01: Electronic Back Check for Plan Review Projects*) prior to the commencement of construction.
- Meet with the school district, design professionals, and contractor as needed to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Meet with the Laboratory of Record and any independently contracted special inspectors and technicians to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project. In cooperation with the Laboratory of Record, develop a schedule of required structural/material and fire/life-safety tests and special inspections based on the construction schedule.

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- Immediately notify the DSA Regional Office with construction oversight authority for the project, by phone and electronically by using form DSA 154, if construction commences without DSA 152 forms in the possession of the project inspector (see *Section 4* for information on electronic submittal).
  - For permanent modular or relocatable buildings, the school site project inspector must receive a properly completed DSA 152-IPI prior to such buildings being placed in their final location.
- Provide personal, competent, adequate and continuous construction inspections of all aspects of the construction work.
- Monitor the work of the Laboratory of Record and Special Inspectors to ensure the testing and special inspection program is satisfactorily completed.
- Use the information found in the *DSA 152 Manual* to ensure necessary tests and inspections are completed and that necessary documents are in the job file prior to approving (signing off) each applicable block and section of each form DSA 152. Make requests to appropriate individuals for interim verified reports when such reports are required.
- Sign off applicable blocks and sections of the DSA 152 forms when:
  - The completed work is in compliance with the DSA-approved construction documents.
  - All necessary structural/material and fire/life safety testing and inspections are complete.
  - Any deviations from the DSA-approved construction documents are resolved.
  - Any DSA Field Trip Notes issues are resolved.
  - All necessary documents are received by the project inspector.

If any block or section is not applicable to the construction the inspector shall enter "NA" for the date and provide initials.

Until the project inspector has signed off applicable blocks and sections of the form DSA 152, the contractor may be prohibited from proceeding with subsequent construction activities that cover up the unapproved work. Any subsequent construction activities that cover up the unapproved work will be subject to a "Stop Work Order" from DSA or the school district (see IR A-13 for additional information), and are subject to removal and remediation if found to be in noncompliance with the DSA-approved construction documents (see *Section 1.17* for information about incremental work).

- Immediately notify the DSA Regional Office with construction oversight authority for the project, by phone and electronically, if applicable blocks/sections of form DSA 152 have not been signed off and the contractor proceeds with subsequent construction activities that cover up the unapproved work. For electronic notifications, use form DSA 151 (see *Section 1.17* for information about incremental work).

EXCEPTION: Projects with concrete cast-in-place deep foundations may have construction occurring in multiple blocks and sections prior to sign-off due to the nature of soil inspections for such. For example, verification of concrete or grout volumes to ensure no significant soil caving has occurred is part of the geotechnical engineer's soil inspections for these types of foundations. In such cases, the project inspector does NOT need to notify the DSA Regional Office

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with construction oversight authority for the project that the contractor is proceeding with activities that cover up unapproved work, provided the following:

- The geotechnical engineer is on-site during boring/drilling and concrete placement.
- The geotechnical engineer has not identified any other soil issues specifically associated with the deep foundation hole or surrounding area which could impact the structural stability of the hole or foundation.
- If the project inspector is, for any reason, terminated prior to the completion of the project, refer to *Section 1.6*.

### 1.9 Duties of the Laboratory of Record related to the use of form DSA 152 and DSA 152-IPI are as follows:

- Meet with the project inspector, in-plant inspector (when applicable), design professionals, and the contractor as needed to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Obtain a copy of the DSA-approved construction documents from the design professional in general responsible charge prior to the commencement of construction.
- Obtain a copy of the DSA-approved List of Required Structural Tests and Special Inspections (form DSA-103) from the design professional in general responsible charge prior to the commencement of construction.
- Report all project-related activities to the project inspector. The project inspector is responsible for monitoring the work of the Laboratory of Record and special inspectors to ensure the testing and special inspection program is satisfactorily completed. Coordinate with the project inspector to develop a schedule, based on the construction schedule, to complete the testing and special inspection program.
- Provide material testing as identified in the DSA-approved construction documents.
- Submit test reports to the project inspector within one work day of the day the tests were performed for any tests performed on-site.
- Submit material test reports in a timely manner such that construction is not delayed and not to exceed seven calendar days from the date the material tests were performed. Test reports are to be submitted to the project inspector, architect, structural engineer, and the school district and, when requested, to DSA. As a convenience, and if agreed upon by involved parties, the test reports may be submitted electronically as identified in *Section 4* of this procedure.
- Immediately submit reports of material tests not conforming to the requirements of the DSA-approved construction documents. These reports shall be submitted to DSA, the architect, structural engineer, project inspector and the school district.
- The engineering manager shall submit an interim Laboratory of Record Verified Report (form DSA 291) and the geotechnical engineer shall submit an interim Geotechnical Verified Report (form DSA 293) as prescribed in *Section 4*.

The reports are required to be submitted when any of the following events occur:

- Within 14 days of the completion of the material testing/special inspection program.

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- Work on the project is suspended for a period of more than one month.
- The services of the Laboratory of Record are terminated for any reason prior to completion of the project.
- DSA requests a verified report. (See interim verified reports below. This is a “DSA request.”)
- The engineering manager shall submit an interim verified report (form DSA 291) and the geotechnical engineer shall submit form DSA 293 as prescribed in *Section 4* for each of the applicable sections of the form DSA 152, prior to the project inspector signing off that section of the project inspection card, if that section required material testing. (Interim verified reports are not required for the DSA 152-IPI unless the Laboratory of Record employs welding special inspectors for in-plant special inspection; see *Section 1.7* for verified report requirements.) The sections are:
  1. Initial Site Work and Foundation Prep.
  2. Vertical and Horizontal Framing.
  3. Appurtenances.
  4. Finish Site Work and Other Work.

**1.10 Duties of Special Inspectors, employed by the Laboratory of Record, related to the use of form DSA 152 and DSA 152-IPI are as follows:**

- Meet with the project inspector, design professionals, and the contractor as needed to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Report all project-related activities to the project inspector. The project inspector is responsible for monitoring the work of the Laboratory of Record and special inspectors to ensure the testing and special inspection program is satisfactorily completed.
- Perform work under the supervision of the engineering manager for the Laboratory of Record.
- Perform inspections in conformance with the DSA-approved construction documents, applicable codes and code reference standards.
- Prepare detailed daily inspection reports outlining the work inspected and provide the project inspector a copy of the reports within one day of the day the inspections were performed.
- Immediately submit reports of materials or work not conforming to the requirements of the DSA-approved construction documents. These reports shall be submitted to DSA, the architect, structural engineer, project inspector and the school district.
- Submit daily special inspection reports in a timely manner such that construction is not delayed and not to exceed seven days from the date the special inspections were performed. The reports are to be submitted to the architect, structural engineer, and the school district. As a convenience, and if agreed upon by involved parties, the special inspection reports may be submitted electronically as identified in *Section 4* of this procedure.
- The engineering manager for the Laboratory of Record shall submit verified report form DSA 291 as prescribed in *Section 4*. Unlike special inspectors independently

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contracting directly with the school district, the verified report form DSA 292 is not required since the form DSA 291 covers special inspections made by laboratory employed special inspectors.

The reports are required to be submitted upon any of the following events occurring:

- Within 14 days of the completion of the special inspection work.
- Work on the project is suspended for a period of more than one month.
- The services of the special inspector are terminated for any reason prior to completion of the project.
- DSA requests a verified report (see interim verified reports below; this is a *DSA request*).
- The engineering manager for the Laboratory of Record shall submit an interim verified report (form DSA 291) as prescribed in Section 4 for each of the applicable sections of the form DSA 152, prior to signing off that section of the Project Inspection Card, if that section required special inspections. (Interim verified reports are not required for the DSA 152-IPI unless another special inspector, employed by the Laboratory of Record or independently and directly with the school board, performs welding special inspection; see *Section 1.7* for verified report requirements). The sections are:
  1. Initial Site Work and Foundation Prep.
  2. Vertical and Horizontal Framing.
  3. Appurtenances.
  4. Finish Site Work and Other Work.

### **1.11 Duties of Special Inspectors, not employed by the Laboratory of Record, related to the use of form DSA 152 and DSA 152-IPI are as follows:**

- Meet with the project inspector, Laboratory of Record, the design professionals, and the contractors as needed to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Obtain a copy of the DSA-approved construction documents from the design professional in general responsible charge prior to the commencement of construction.
- Obtain a copy of the DSA-approved List of Required Structural Tests and Special Inspections (form DSA-103) from the design professional in general responsible charge prior to the commencement of construction.
- Report all project-related activities to the project inspector. The project inspector is responsible for monitoring the work of the Laboratory of Record and special inspectors to ensure the testing and special inspection program is satisfactorily completed.
- Perform work under the direction of the design professional in general responsible charge, as defined in Section 4-335(f)1B of the 2013 and 2016 California Administrative Code (Title 24, Part 1).
- Perform inspections in conformance with the DSA-approved construction documents, applicable codes and code reference standards.

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- Prepare detailed daily inspection reports outlining the work inspected and provide the project inspector a copy of the reports within one day of the day the inspections were performed.
- Immediately submit reports of materials or work not conforming to the requirements of the DSA-approved construction documents. These reports shall be submitted to DSA, the architect, structural engineer, project inspector and the school district.
- Submit daily special inspection reports in a timely manner such that construction is not delayed and not to exceed seven days from the date the special inspections were performed. The reports are to be submitted to the project inspector, architect, structural engineer, and the school district and, when requested, to DSA. As a convenience, and if agreed upon by involved parties, the special inspection reports may be submitted electronically as identified in *Section 4* of this procedure.
- Submit form DSA 292: Special Inspectors Employed Directly by the District Verified Report as prescribed in *Section 4*.

The reports are required to be submitted upon any of the following events occurring:

- Within 14 days of the completion of the special inspection work.
  - Work on the project is suspended for a period of more than one month.
  - The services of the special inspector are terminated for any reason prior to completion of the project.
  - DSA requests a verified report (see interim verified reports below; this is a “DSA request”).
- Special inspectors who contract directly with the school district are to submit an interim Special Inspectors Employed Directly by the District Verified Report (form DSA 292) as prescribed in *Section 4* for each of the applicable sections of the form DSA 152, prior to the project inspector signing off that section of the Project Inspection Card, if that section required special inspections. (Interim verified reports are not required for the DSA 152-IP unless the independent special inspector performs welding special inspection; see *Section 1.7* for verified report requirements). The sections are:
  1. Initial Site Work and Foundation Prep.
  2. Vertical and Horizontal Framing.
  3. Appurtenances.
  4. Finish Site Work and Other Work.

### **1.12 Duties of the Architect/Engineer related to the use of forms DSA 152 and DSA 152-IP are as follows:**

- Responsible to the school board and to DSA to see that the completed work conforms in every material respect to the DSA-approved construction documents.
- Ensure the project inspector, in-plant inspector (when applicable), and independently contracting special inspector(s) (i.e., not employed by the Laboratory of Record) are approved by DSA for the project by submitting form DSA 5-PI, DSA 5-IP (when applicable) and DSA 5-SI (for independently contracting special inspector(s)) to and obtaining approval from DSA prior to the start of construction, and prior to requesting issuance of form DSA 152 or DSA 152-IP.
- Provide a copy of all the DSA-approved construction documents to the project



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inspector, in-plant inspector (when applicable), Laboratory of Record and special inspector(s) independently contracting directly with the school district prior to the commencement of construction.

- Provide a copy of the DSA-approved List of Required Structural Tests and Special Inspections (form DSA-103) to the project inspector, in-plant inspector (when applicable), Laboratory of Record and special inspector(s) independently contracting directly with the school district prior to the commencement of construction. Upload a copy of the approved List of Required Structural Tests and Special Inspections (form DSA-103) to the applicable A/E folder in DSAbbox in accordance with *Section 4* of this procedure.
- Provide general direction of the work of the project inspector and in-plant inspector (when applicable).
- Issue specific instructions to the testing facility and the special inspectors prior to start of construction.
- Direct and monitor the work of special inspectors who are not provided by the Laboratory of Record, as defined in Section 4-335(f)1B of the 2013 and 2016 California Administrative Code (Title 24, Part 1).
- Notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection reports as not conforming to the DSA-approved construction documents. Facilitate resolution of deviation notices as needed in association with such non-conforming aspects.
- Respond to DSA Field Trip Notes (form DSA 135 or comparable) as necessary, especially those items identified with a time frame for response in order to avoid potential covering up of deviated work and/or a stop work order.
- Provide observation of the construction. All architects and engineers having responsibility for observation of the work as listed on the Application for Approval of Plans and Specifications (form DSA 1 and DSA 1-MR, when applicable), shall maintain such personal contact with the project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the architect or engineer or their qualified representative to observe the construction.
- Administer CCDs as prescribed in IR A-6.
- The architect or engineer, as identified above, is required to submit Architect/Engineer Verified Reports (form DSA 6-AE or, when applicable, sign the DSA 152-IPI for construction of permanent modular or relocatable buildings) as prescribed in *Section 4*.

The reports are required to be submitted when any of the following events occur:

- The project is substantially complete. DSA considers the project to be complete when the construction is sufficiently complete in accordance with the DSA-approved construction documents so that the owner can occupy or utilize the project.
- Work on the project is suspended for a period of more than one month.
- The services of the architect or engineer are terminated for any reason prior to completion of the project.
- DSA requests a verified report (see interim verified reports below; this is a

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*DSA request).*

- The architect or engineer shall submit an interim Architect/Engineer Verified Report (form DSA 6-AE) as prescribed in *Section 4* for each of the applicable sections of the form DSA 152 prior to the project inspector signing off that section of the project inspection card. (Interim verified reports are not required for the DSA 152-IPI; see *Section 1.7* for verified report requirements). The sections are:
  1. Initial Site Work and Foundation Prep.
  2. Vertical and Horizontal Framing.
  3. Appurtenances.
  4. Finish Site Work and Other Work.

**1.13 Duties of the design professionals delegated responsibility related to the use of forms DSA 152 and DSA 152-IPI are as follows:**

- Responsible to the school board and to DSA to see that the completed work for which they are delegated responsibility conforms in every material respect to the DSA-approved construction documents.
- For the architect or engineer delegated responsibility for observation of fabrication of modular or relocatable buildings in Section 1.0 or, when sub-delegated, Section 1.1 of the DSA 1-MR, ensure the in-plant inspector and independently contracting special inspector(s) (i.e., not employed by the Laboratory of Record) are approved by DSA for the project by submitting form DSA 5-IPI and DSA 5-SI (for independently contracting special inspector[s]) to and obtaining approval from DSA prior to the start of construction, and prior to requesting issuance of form DSA 152-IPI.
- Provide observation of the construction. All architects and engineers having delegated responsibility are also responsible for observations of the applicable portions of the work as delegated on the Application for Approval of Plans and Specifications (form DSA 1 and, when applicable, DSA 1-MR) (if there are any changes to such delegated individuals after project approval, use form DSA 108 to indicate such changes). As such, they shall maintain such personal contact with the project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the architect or engineer or their qualified representative to observe the construction. The geotechnical engineer is included in this required duty for scope related to geotechnical engineering.
- For the architect or engineer delegated responsibility for observation of in-plant construction of permanent modular or relocatable buildings, the term “personal contact” shall mean periodic visits to manufacturing plants of reasonable frequency to provide general observation and verify quality assurance of construction practices, and project-specific knowledge obtained from the reporting of inspectors and special inspectors on the progress of the work, testing of materials, inspection, and superintendence of the work in accordance with the DSA-approved construction documents. Reports may include photos and digital images. The exercise of reasonable diligence to obtain the facts is required.
- Submit an Architect/Engineer Verified Report (form DSA 6-AE or, when applicable, sign the DSA 152-IPI for construction observation of permanent modular or relocatable buildings; see *Section 1.7* for additional information) as prescribed in *Section 4*.

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The reports are required to be submitted upon any of the following events occurring:

- The project is substantially complete. DSA considers the project to be complete when the construction is sufficiently complete in accordance with the DSA-approved construction documents so that the owner can occupy or utilize the project.
- Work on the project is suspended for a period of more than one month.
- The services of the architect or engineer are terminated for any reason prior to completion of the project.
- DSA requests a verified report (see interim verified reports below; this is a “DSA request”).
- The Design Professional in General Responsible Charge shall submit an Interim Architect/Engineer Verified Report (form DSA 6-AE), signed by all architects and engineers having delegated responsibility for construction observation as prescribed in *Section 4*. Such a report is required for each of the sections of the form DSA 152 applicable to the areas of delegated responsibility, prior to the project inspector signing that section off on the project inspection card. (Interim verified reports are not required for the DSA 152-IPI; see *Section 1.7* for verified report requirements). The sections are:
  1. Initial Site Work and Foundation Prep.
  2. Vertical and Horizontal Framing.
  3. Appurtenances.
  4. Finish Site Work and Other Work.

### **1.14 Duties of contractor related to the use of forms DSA 152 and DSA 152-IPI are as follows:**

- The contractor shall carefully study the DSA-approved documents and shall plan a schedule of operations well ahead of time.
- If at any time it is discovered that work is being done which is not in accordance with the DSA-approved construction documents, the contractor shall correct the work immediately.
- Verify that DSA 152 and, when applicable, DSA 152-IPI forms were issued for the project prior to the commencement of construction.
- Meet with the design team, the Laboratory of Record and the project inspector to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Notify the project inspector and, when applicable, in-plant inspector, in writing, of the commencement of construction of each and every aspect of the work at least 48 hours in advance by submitting Commencement/Completion of Work Notification (form DSA 156), or other agreed-upon written documents, to the project inspector.
- Notify the project inspector and, when applicable, the in-plant inspector, of the completion of construction of each and every aspect of the work by submitting form DSA 156 (or other agreed-upon written documents) to the project inspector.
- Consider the relationship of the signed-off blocks and sections of the form DSA 152 and the commencement of subsequent work. Until the project inspector has signed

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off applicable blocks and sections of the form DSA 152, the contractor may be prohibited from proceeding with subsequent construction activities that cover up the unapproved work. Any subsequent construction activities that cover up the unapproved work will be subject to a "Stop Work Order" from DSA or the school district (see IR A-13 for additional information), and are subject to removal and remediation if found to be in noncompliance with the DSA-approved construction documents.

- Submit the final verified report. All prime contractors are required to submit final Contractor Verified Reports (form DSA 6-C) as prescribed in *Section 4*.

The reports are required to be submitted upon any of the following events occurring:

- The project is substantially complete. DSA considers the project to be complete when the construction is sufficiently complete in accordance with the DSA-approved construction documents so that the owner can occupy or utilize the project.
- Work on the project is suspended for a period of more than one month.
- The services of the contractor are terminated for any reason prior to the completion of the project.
- DSA requests a verified report.

### **1.15 Duties of the school district related to the use of forms DSA 152 and DSA 152-IPI are as follows:**

- Provide for competent, adequate and continuous construction inspections and material testing for the project by employing an appropriate DSA certified and approved project inspector, in-plant inspector (when applicable), and Laboratory of Record.
- Contractually provide for and ensure that the design team is fulfilling their code required duty to observe the construction by making periodic visits of reasonable frequency. All architects and engineers having responsibility for observation of the work as listed on the Application for Approval of Plans and Specifications (form DSA 1 and, when applicable, DSA 1-MR), shall maintain such personal contact with the project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the architects and engineers or their qualified representatives to observe the construction. For permanent modular or relocatable buildings, the architect or engineer delegated responsibility for observation of in-plant construction, personal contact shall mean visits to manufacturing plants of sufficient frequency to provide quality assurance of construction and in-plant structural/material and fire/life safety testing and inspection in accordance with the DSA-approved construction documents.
- Ensure that the project inspector and independently contracting special inspector(s) (i.e., not employed by the Laboratory of Record) are approved by DSA for the project by submitting form DSA 5-PI (DSA 5-AI for assistant inspectors; DSA 5-IPI for in-plant inspectors) and DSA 5-SI to and obtaining approval from DSA prior to the start of construction and prior to requesting issuance of project inspection cards (DSA 152 and, when applicable, DSA 152-IPI forms).
- Ensure the Laboratory of Record is DSA-accepted and employed by the school district prior to the start of construction and prior to requesting issuance of project inspection cards (DSA 152 and, when applicable, DSA 152-IPI forms).

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- Ensure that the Project Inspection Cards (DSA 152 and, when applicable, DSA 152-IPI forms) are issued prior to commencement of construction.
- Submit Statement of Final Actual Project Cost (form DSA 168) to DSA when the project is substantially complete.

**1.16 Duties of DSA related to the use of forms DSA 152 and DSA 152-IPI are as follows:**

- Evaluate the submitted form DSA 5-PI, DSA 5-IPI (when applicable), DSA 5-AI, and/or DSA 5-SI (when applicable) to determine if the proposed project inspector and, when applicable, the in-plant inspector are qualified for the project.
- Upon determining the proposed project inspector and, when applicable, in-plant inspector and/or special inspector is qualified for the project, approve and return the form DSA 5-PI, DSA 5-IPI (when applicable), DSA 5-AI, and/or DSA 5-SI (when applicable) within five working days of receipt.
- Upon receipt of a completed form DSA 102-IC and approval of the DSA 5-PI and DSA 5-IPI (when applicable), determine the necessary quantities of Project Inspection Cards (DSA 152 and DSA 152-IPI forms), assign the Project Inspection Card numbers and issue the cards within five working days.
- Upload forms DSA 5-PI, DSA 5-IPI (when applicable), DSA 5-AI, and/or DSA 5-SI (when applicable), DSA 102-IC, DSA 152 and DSA 152-IPI to DSAbbox.
- Hold all involved parties accountable for compliance with their required duties.
- Supervise and review the performance of the project inspector (includes review of the project inspector's job file and use of form DSA 119 and, at project completion, use of form DSA 180).
- Make site visits as necessary. Record pertinent items to document the site visit and communicate to the project inspector, in-plant inspector, design professionals, special inspectors, Laboratory of Record, and school district using form DSA 135.
- Issue Orders to Comply or Stop Work Orders, in compliance with DSA IR A-13, if required, and as appropriate to achieve compliance with the DSA-approved construction documents and applicable codes (this includes DSA procedure PR 13-01 since the procedure implements the relevant sections of the CCR, Title 24, Part 1).

**1.17 Use of form DSA 152 for parts of the construction that require multiple**

**increments:** Some construction requires incremental work to make a complete system. An example is a large foundation system that may be placed incrementally over a period of time. In this example, framing may be starting in one area (where the foundation is in place) while foundation work is still occurring in another area of the same building. The expectation of DSA for these occurrences is:

- The Project Inspection Card applicable blocks and sections are signed off by the project inspector at the completion of the system, not during the construction of the increments.
- Until the system is complete, the project inspector, architect/engineers and contractors mutually agree on a system to keep track of compliant construction. One such system (using the above example) may be that a copy of the foundation plan is marked up showing areas of compliance. The applicable blocks and sections of the inspection card are then signed off once all areas of the foundation are complete, are determined to be in compliance with the DSA-approved construction documents, the

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**CONSTRUCTION OVERSIGHT PROCESS**

required structural/material and fire/life safety testing and inspections are complete, and the required documentation has been received by the project inspector.

- 1.18 Executive Summary of Form DSA 152:** See Appendix A for a summary of typical construction components and systems that are associated with each section/block of the inspection card. While the listing is not comprehensive, it provides a good foundation for understanding and consistency.

**2. REQUIREMENTS FOR THE USE OF FORMS DSA 151, DSA 154, DSA 155, AND**

**DSA 6-PI: Note:** For in-plant construction, the in-plant inspector shall follow the requirements described below for project inspectors.

**2.1 Requirements for use of form DSA 151: Project Inspector Notifications:**

- The project inspector must make certain notifications to DSA. These include start of work, minimum 48 hours' notice prior to completion of foundation trenches, minimum 48 hours' notice prior to first concrete placement or significant concrete placement, and when work is suspended for more than one month.
- If there is an incorrect number or missing DSA 152 or DSA 152-IPI cards, the project inspector shall notify DSA using the form DSA 151.
- The report shall be made on form DSA 151 and submitted to DSA. Lack of compliance may be cause for DSA to record this noncompliance on the form DSA 119.
- A copy of each notification shall be kept in the project inspector's job file.

**2.2 Requirements for use of form DSA 154: Notice of Deviations/Resolution of Deviations:**

- When the project inspector identifies deviations from the DSA-approved construction documents the inspector must verbally notify the contractor. If the deviations are not corrected within a reasonable time frame or the contractor has covered up non-inspected or noncompliant work, the inspector is required to promptly issue a written notice of deviation to the contractor, with a copy sent to the design professional in general responsible charge and DSA.
- When the noticed deviations are corrected, the inspector is required to promptly issue a written notice of resolution to the contractor, with a copy sent to the design professional in general responsible charge and DSA.
- Deviations include both construction deviations and material deficiencies.
- The written notice of deviations shall be made using form DSA 154 and submitted to DSA (do not sign Section 3 of the form for deviation notifications). Lack of compliance may cause DSA to record this noncompliance on the form DSA 119.
- The notice of resolution of deviations shall be made using the original form DSA 154 that reported the deviations and be submitted to DSA (complete and sign Section 3 of the form for resolution of deviations). Lack of compliance may be cause for DSA to record this noncompliance on the form DSA 119.
- A copy of each notice shall be kept in the project inspector's job file.

**2.3 Requirements for use of form DSA 155: Project Inspector Semi-Monthly Report:**

- The project inspector must make semi-monthly reports (on the 1st and 16th of every month) on the progress of construction. The Project Inspector Semi-Monthly Report must be submitted to the design professional in general responsible charge, project

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**CONSTRUCTION OVERSIGHT PROCESS**

structural engineer, DSA, and the school district.

- The report must be made on form DSA 155 and submitted to DSA. Lack of compliance may cause DSA to record this noncompliance on the form DSA 119.
- A copy of each report shall be kept in the project inspector's job file.

#### **2.4 Requirements for use of Project Inspector Verified Report (form DSA 6-PI; form DSA 152-IPI for in-plant inspectors):**

- The project inspector shall submit Project Inspector Verified Report (form DSA 6-PI; form DSA 152-IPI) directly to DSA, the design professional in general responsible charge and the school district upon any of the following events occurring:
  - Work on the project is suspended for a period of more than one month.
  - The services of the inspector are terminated for any reason prior to completion of the project and such termination is not a result of work stoppage.
  - At the time of occupancy of any building, or portion of a building, involved in the project prior to completion of the entire DSA-approved scope of work. This reporting requirement applies to buildings that are newly constructed or rehabilitated as part of the project. A sketch drawing or written description shall be submitted to DSA, along with the DSA 6-PI, in order to identify the building(s) or portion thereof where occupancy has occurred.
  - The project is substantially complete. DSA considers the project to be complete when the construction is sufficiently complete, in accordance with the DSA-approved construction documents, so that the owner can occupy or utilize the project as determined by the project owner and design professional in general responsible charge.
  - DSA requests a verified report. The Project Inspection Card, form DSA 152; DSA 152-IPI, is considered a project inspector's verified report *as requested by DSA* and as such the applicable blocks and sections shall be kept updated as construction progresses.

**Note:** Each project may require filing of multiple reports. For example, the code requires filing a verified report for buildings that become occupied prior to completion of the entire scope. The same project will also require a final verified report upon completion of the entire project scope.

- The verified reports shall be made using forms DSA 6-PI and DSA 152 / DSA 152-IPI as appropriate, and submitted to DSA. Lack of compliance may cause DSA to record this noncompliance on the form DSA 119.
- A copy of each verified report shall be kept in the project inspector's job file.

#### **3. REQUIREMENTS FOR PROJECT INSPECTOR JOB FILE:** Refer to *IR A-8: Project Inspector and Assistant Inspector Duties and Performance* for a thorough discussion about requirements for the project inspector's job file.

**Note:** The in-plant inspector shall also follow the requirements described in IR A-8 for the project inspector's job file and substitute DSA 152-IPI for DSA 152.)

#### **4. ELECTRONIC SUBMITTAL OF DOCUMENTS TO DSA:** Wherever in this procedure it indicates to submit a document to DSA, the document shall be submitted using the method indicated below.

## CONSTRUCTION OVERSIGHT PROCESS

- 4.1 Submittal of all forms DSA 5 and DSA 102-IC:** These two forms shall be sent by email to the DSA Regional Office with the construction oversight authority for the project.

Email addresses for submittals are:

- DSA Oakland: [oakfielddocs@dgs.ca.gov](mailto:oakfielddocs@dgs.ca.gov)
- DSA Sacramento: [sacfielddocs@dgs.ca.gov](mailto:sacfielddocs@dgs.ca.gov)
- DSA Los Angeles: [lafielddocs@dgs.ca.gov](mailto:lafielddocs@dgs.ca.gov)
- DSA San Diego: [sdfielddocs@dgs.ca.gov](mailto:sdfielddocs@dgs.ca.gov)

- 4.2 Submittal of all other forms and documents:** Submittals shall be uploaded to DSAbbox. For DSAbbox instructions see [DSAbbox External Library](#). All documents submitted to DSAbbox shall be in PDF format. The naming convention specified in *Section 1.4* of the DSAbbox External Users Training Module shall be used when uploading documents to DSAbbox. Any document(s) incorrectly uploaded or named will be deleted and a notification with a deadline for the corrected submittal will be sent to the appropriate responsible individual(s). If the corrected document(s) is not uploaded by the notification specified deadline, it may result in an uncertified project and identification of the responsible individual(s) and missing document(s) noted on the DSA 301-P posted for public viewing in [DSA Certification Box](#).

**Note:** Once a DSA 301-P is issued, there will no longer be access to upload documents to DSAbbox; instead, documents must be uploaded to DSA Certification Box (see DSA Procedure *PR 13-02: Project Certification Process* for additional information).

- 4.2.1 Documents required to be uploaded to DSAbbox by the Project Inspector include:** **Note:** The in-plant inspector for permanent modular or relocatable buildings will submit the same documents described below but replace DSA 152 with DSA 152-IPI.

- DSA 6-PI
- DSA 130
- DSA 151
- DSA 152
- DSA 152-IPI
- DSA 154
- DSA 155
- DSA 156

- 4.2.2 Documents required to be uploaded to DSAbbox by the Laboratory include:**

- DSA 291
- DSA 293
- DSA 109
- Test and inspection reports (Nonconforming and, when requested by DSA, conforming per Section 1.9 of this Procedure).

- 4.2.3 Documents required to be uploaded to DSAbbox by the Architect/Engineer in General Responsible Charge include:**



## CONSTRUCTION OVERSIGHT PROCESS

- DSA 6-AE
- DSA-103
- *DSA 140: Application for Approval of Construction Change Document – CCD Category A/B.*

### 4.2.4 Documents required to be uploaded to DSABox by Contractors include:

- DSA 6-C

### 4.2.5 Documents required to be uploaded to DSABox by the School District/Owner include:

- DSA 108
- DSA 168

### 4.2.5.1 Documents required to be uploaded to DSABox by Special Inspectors not in the employ of the Laboratory of Record include:

- DSA 292.
- Special Inspector test and inspection reports (Nonconforming).

### 4.2.5.2 Documents required to be uploaded to DSABox by Geotechnical Engineers not in the employ of the Laboratory of Record include:

- DSA 293
- Special Inspector test and inspection reports (Nonconforming).

## 5. APPLICABILITY OF PROCEDURE PR 13-01:

### 5.1 Projects with Construction Started on or after June 1, 2013: This procedure is applicable and must be implemented at the start of construction.

### 5.2 Projects with Construction Started before June 1, 2013, but not complete:

In order to allow for transition, the following portions of this procedure shall be implemented as noted below. Required reporting and submittal of documents shall continue to be done in the manner currently employed on the project:

#### 5.2.1 Form DSA 151: Project Inspector Notifications:

The project inspector shall comply with the requirements of this procedure for all notifications to DSA for affected work starting after July 1, 2013.

#### 5.2.2 Form DSA 154: Notice of Deviations/Resolution of Deviations:

The project inspector shall comply with the requirements of this procedure for all deviations occurring after July 1, 2013, and for all unresolved project deviations.

#### 5.2.3 Form DSA 155: Project Inspector Semi-Monthly Report:

The project inspector shall comply with the requirements of this procedure for all semi-monthly reports issued after July 1, 2013.

#### 5.2.4 Form DSA 6-PI: Project Inspector Verified Report:

The project inspector shall comply with the requirements of this procedure effective June 1, 2013.

#### 5.2.5 Project Inspector Job File:

The project inspector's job file shall comply with the requirements of IR A-8.

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## **CONSTRUCTION OVERSIGHT PROCESS**

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A DSA Procedure documents a process or series of steps that DSA staff and/or external stakeholders must complete in order to fulfill one or more administrative requirements of DSA's review and approval of plans and specifications and construction oversight programs.

## CONSTRUCTION OVERSIGHT PROCESS

### APPENDIX

**Executive Summary of DSA 152 Project Inspection Card:** The following provides a summary of typical construction components and systems that are associated with each section/block in the inspection card. While the listing is not comprehensive, it provides a good foundation for understanding and consistency. Refer to the *DSA 152 Manual* for additional detailed inspection and documentation requirements.

#### SECTION 1 – INITIAL SITE WORK AND FOUNDATION PREP:

##### Block 1 – Mass Grading

- Rough Grading of Overall Site
- Cuts/Fills
- Soil Remediation
- Soil Stabilization
- Soil Nails, Tie Backs, Rock/Soil Anchors
- Horizontal/Vertical Controls

##### Block 2 – Building Pad

- Soil Preparation Specific to Support of Structures
- Building Pad
- Soil Remediation
- Soil Densification
- Stone Columns

##### Block 3 – Drainage Devices

- Storm Water Collection/Distribution systems
- On-Site Retention Systems
- Foundation Drain systems
- Retaining Wall Drain Systems

##### Block 4 – Utilities (Rough-in)

- FLS Utilities/Systems
- MEP Utilities/Systems
- MEP Vaults
- Thrust Blocks

##### Block 5 – Excavations

- Foundation Systems
- Driven Piles

##### Block 6 – Forms

- Formwork
- FLS Systems
- MEP Systems
- Waterproofing/Vapor Barriers

##### Block 7 – Steel Reinforcing

- Reinforcing (bars, tendons, etc.)
- Embeds

#### SECTION 2 - VERTICAL AND HORIZONTAL FRAMING:

##### Block 8 – Foundation Concrete

- Verify Foundation Is Compliant (concrete 28 day strength, etc.)

##### Blocks 9 - 12 – Concrete, Masonry,

##### Wood, Steel

- Walls
- Columns
- Frames

##### Blocks 13-15 – Concrete, Wood, Steel

- Floors
- Roofs

## CONSTRUCTION OVERSIGHT PROCESS

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### SECTION 3 – APPURTENANCES:

#### Block 16 – Ceilings

- Ceilings
- Soffits
- Suspended Baffles

#### Block 17 – Exterior Cladding

- Storefront/Window Walls
- Veneer
- Precast Concrete Panels
- Wall Finishes  
(stucco/plaster/wood/aluminum/etc.)
- Manufactured Systems (EFIS, GRFC, etc.)

#### Block 18 – Rated Assemblies

- Walls
- Shafts
- Floors
- Roofs
- Ceilings
- Doors
- Fire Doors
- Windows
- Penetrations
- Dampers
- Fire-Proofing

#### Block 19 – Fire Alarms:

- Fire/Smoke Alarm System (includes support, anchorage, bracing, etc.)

#### Block 20 – Automatic Fire Suppression Systems

- Sprinklers
- Chemical
- Deluge
- Water Curtains
- Extinguishers
- Support/Bracing/Anchorage of AFSS

#### Block 21 – MEP (Structural)

Support/Bracing/Anchorage for:

- MEP
- Equipment
- HVAC System
- Ducts
- Electrical
- Pendant Lights
- Transformers
- Switch Gears
- IDF/MDF/etc.
- Pipes
- Tanks

#### Block 22 – MEP (FLS)

- MEP Fire Suppression Systems  
(smoke and fire dampers)
- Kitchen Hoods
- Laboratory Hoods
- Dust Collection Systems
- Smoke Control Systems

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## CONSTRUCTION OVERSIGHT PROCESS

### SECTION 4 – FINISH SITE WORK AND OTHER WORK:

#### Block 23 – Fine Grading

- Finish Grades
- Grading for Accessible POT System
- Grading for Run-off (drainage)

#### Block 24 – Flatwork

Accessible Path of Travel Systems such as:

- Stairs
- Ramps
- Walks
- Gates

#### Block 25 – Parking

- Drop-off
- Accessible parking
- Striping
- Signage
- Truncated Domes

#### Block 26 – Fire Lane

- Fire Lane

#### Block 27 – Other Work Structural

Support/Bracing/Anchorage for:

- Theater Systems (stage rigging, catwalks, speaker, lighting, curtains, etc.)
- Non-bearing partitions
- Operable partitions
- Casework
- Stairs
- Elevators
- Weather Protection

#### Block 28 – Other Work Fire Life Safety

- Egress Components
- Doors
- Gates
- Emergency Lighting
- Building Signage
- Site Signage
- Elevators
- Hazardous Materials

#### Block 29 – Other Work Accessibility

- Building Signage
- Site Signage
- Drinking Fountains
- Accessible POT Systems
- Stairs
- Ramps
- Walks
- Doors
- Gates
- Elevator
- Specialty Areas (restrooms, kitchens, casework, etc.)

**EXHIBIT G**  
**DSA FORM IR-A6**

## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

<b>Disciplines:</b> All	<b>History:</b>	Revised 11/27/18	Revised 11/21/12	Revised 11/15/06
		Revised 12/16/16	Revised in its entirety 11/01/12	Issued 09/01/99
		Revised 07/08/14	Revised 11/16/09	
		Revised 02/14/14	Revised 09/18/07	

Division of the State Architect (DSA) documents referenced within this publication are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

**PURPOSE:** This Interpretation of Regulation (IR) provides clarification of specific Code requirements relating to construction changes that must be submitted to DSA and defines the construction change document process.

**DEFINITIONS:** The following definitions apply to terms used in this document:

**Approved Construction Documents** – The Structural, Access or Fire & Life Safety related portions of the plans, specifications, addenda, deferred approvals, revisions, and construction change documents duly approved by DSA.

**Change** – Revisions, deletions, additions, and substitutions to approved construction documents.

**Change Order** – A document defining construction changes that result in changes to the contract.

**Clarification** – A statement from the architect or engineer in general responsible charge of the project that clarifies (but does not change) the requirements of the approved construction documents.

**Contract** – A written agreement for construction, alteration, repair or other construction activities associated with facilities regulated by DSA.

**Construction Change** – Changes to the approved construction documents after a contract for the work has been awarded.

**Construction Change Document (CCD)** – The documentation of construction changes.

**Design Professional in General Responsible Charge** – The architect or engineer in general responsible charge of the project as listed on Line 23 of form *DSA 1: Application for Approval of Plans and Specifications*.

**Drawing** – An illustration on paper or electronic medium.

**Field Change Document (FCD)** – A document defining construction changes but, unlike change orders, does not require approval of the school board nor an accounting of construction cost changes.

**Interpretation** – A statement from the architect or engineer in general responsible charge of the project that interprets (but does not change) the requirements of the approved construction documents.

**Responsible Design Professional** – The architect or engineer in general responsible charge of the project, as listed on Line 23 of form DSA 1, or architects or engineers with delegated responsibility for portions of the project as listed on Line 24a-24d or 25 of form DSA 1.

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**CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS**

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**1. SUBMITTAL REQUIREMENTS FOR CONSTRUCTION CHANGES:** After a contract for the work has been let, changes to the approved construction documents shall be made by means of a CCD.

It is the responsibility of the design professional in general responsible charge to determine if changes affect the Structural, Access or Fire & Life Safety portions of the project. (See Section 4 below about the statement on the verified report.)

The design professional in general responsible charge shall prepare the CCD and is responsible for code and process compliance.

The following define requirements for submittal of a CCD to DSA.

**1.1 Changes to or affecting the Structural, Access Compliance or Fire & Life Safety portions of the project:**

- These changes shall be classified as **CCD Category A**.
- A CCD Category A is required to be submitted to and approved by DSA prior to commencement of the affected work.
- A CCD Category A must be submitted to DSA using form *DSA 140: Application for Approval of Construction Change Document - CCD Category A/B* depicted in Appendix A of this IR and available on the DSA forms page. Submittal process requirements are defined in Section 2 of this IR and must be followed.

**1.2 Changes NOT affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project:**

- These changes shall be classified as **CCD Category B**.
- CCD Category B are not required to be submitted to DSA unless specifically required, in writing, by DSA. However, a design professional, at their discretion, may choose to submit a CCD Category B. (Refer to Section 3 for fees charged.)
- If DSA requires any CCD Category B to be submitted, then they shall be submitted to DSA, similar to CCD A, using form DSA 140.
- If DSA requires a CCD Category B to be submitted, then DSA will review for concurrence that it does not contain changes to or affect the Structural, Access or Fire & Life Safety portions of the project. If necessary, and at its sole discretion, DSA will reassign the CCD to Category A.
- If DSA concurs the document is a category B document, an approval stamp will be applied to the document.

**1.3 Change Orders:** Change Orders are not required to be submitted to DSA. The CCD process replaces the need to submit Change Orders (except as noted in Section 7).

Changes to the construction cost are reported to DSA using *form DSA 168: Statement of Final Actual Project Cost* at the conclusion of the project.

**2. SUBMITTAL PROCESS:** Submittal of CCDs must conform to the following requirements:

- 2.1** Must be submitted by the design professional in general responsible charge.
- 2.2** Must be submitted to DSA using form DSA 140.
- 2.3** Each CCD submittal must use a separate DSA CCD form.
- 2.4** The DSA CCD form must be filled out completely, including identification of the CCD



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**CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS**

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Category A or B, leaving no fields blank. For Category B CCDs, indicate whether the submission is voluntary or DSA required. When DSA provides written direction compelling submission of a CCD Category B, attach a copy of the DSA written notification compelling submission.

**2.5** Each CCD must be uniquely numbered. The numbering may be numeric or alpha-numeric.

- If the submitted CCD is returned by DSA not approved, the CCD number used in the original submittal must remain the same for any subsequent re-submittals.
- If a submitted CCD Category B is returned by DSA not approved, the CCD number used in the original submittal must remain the same when re-submitting as a CCD Category A.

**2.6** Proposed changes must be described clearly and completely.

**2.8** All drawings, and, when applicable, the first page or index of specifications and calculations associated with the proposed change must be stamped, signed, and indicate date of signing by the responsible design professional as an attachment to form DSA 140.

**2.9** Reference to the specific portions of the drawings or specifications that are being changed must be included.

**2.10** Changes to any testing or inspection requirements associated with the proposed change must be clearly described with a revised form DSA 103: List of Structural Tests and Special Inspections.

**2.11** Each page in the CCD, including the pages in each attachment, shall be clearly and uniquely numbered. All drawings attached to describe the changes shall be clearly numbered, labeled, and referenced.

**2.12** When drawings containing DSA approval stamps are revised and reissued as part of the CCD, all of the following requirements must be met:

- Images of all DSA approval stamps must be removed from the drawing (or crossed out) prior to making any changes to the drawings.
- Each change shall be clouded and identified on the drawing.
- All drawings must be re-stamped and re-signed by the responsible design professional. The date of signing shall be provided.

**2.13 CCD Submittal to DSA**

**2.13.A Projects submitted to DSA prior to October 1, 2018:** DSA Box or Bluebeam studio may be utilized for CCD submittals as directed by the DSA Regional Office. If [DSABox](#) is utilized for CCD submittals, each CCD shall be submitted as a single document and include form DSA 140 as the first page. In some cases, large size drawings associated with CCDs may need to be submitted as a hard copy to the appropriate DSA regional office. The design professional should contact the DSA regional office to determine file size limitations and submittal guidelines, and review DSABox instructions in the [DSABox External Library, Module 2.13](#). If Bluebeam studio is utilized for CCD submittals, see *DSA PR18-04: Electronic Plan Review for Design Professionals of Record* for submittal procedures.

**2.13.B Projects submitted to DSA on or after October 1, 2018:** Bluebeam Studio will be utilized for CCD submittals. See DSA PR18-04 for submittal procedures

**CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS****3. REVIEW AND APPROVAL/CONCURRENCE BY DSA:**

- DSA will charge fees in accordance with IR A-30 for all Category A CCDs submitted to DSA for approval. Category B CCDs voluntarily submitted by the design professional to DSA will be charged fees for review and concurrence. Category B CCDs required by a DSA representative to be submitted will not cause charged fees if DSA concurs the CCD is Category B.

**3.1 CCD Category A:**

- DSA reviews CCD Category A for minimum compliance with the codes regulating the Structural, Access and Fire & Life Safety portions of the project.
- If not approved by DSA, then the CCD is returned to the design professional in general responsible charge for corrections. DSA will return the document for corrections with a form DSA 140 attached indicating the status of the review and update eTracker accordingly. After corrections are made then the CCD is re-submitted (must include the DSA comments and a copy of the form DSA 140 from the previous unapproved submittal) following the submittal process outlined in Section 2 of this IR
- If approved by DSA, then DSA places the approved CCD in DSAbbox as described in DSAbbox External Library, Module 2.13 (see Section 4 for requirements for distribution by the design professional in general responsible charge).

**3.2 CCD Category B:**

- DSA reviews CCD Category B to provide concurrence that the changes do not affect the Structural, Access or Fire & Life Safety portions of the project.
- DSA approval of CCD Category B is not approval for code compliance, but is concurrence that the documents do not change the Structural, Access and/or Fire & Life Safety portions of the project.
- If not approved by DSA, then the CCD is returned to the design professional in general responsible charge for corrections. After corrections are made, then the CCD is re-submitted using CCD Category A form DSA 140 (must include the DSA comments and a copy of the form DSA 140 from the previous unapproved submittal) following the submittal process outlined in Section 2 of this IR. The remaining review process will follow that for CCD Category A described in Section 3.1 of this IR.
- If approved by DSA, then DSA places the approved CCD in DSAbbox as described in DSAbbox External Library, Module 2.13 (see Section 4 for requirements for distribution by the design professional in general responsible charge).

**4. DUTIES OF DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE**

**4.1 Distribution of CCD Category A Documents:** The design professional in general responsible charge shall provide the contractor and project inspector with DSA approved CCD Category A prior to commencement of work shown thereon.

**4.2 CCD Category A Statement in Final Verified Report:** The final verified report (form DSA 6-AE) from the design professional in general responsible charge must include a statement that all changes to or affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project have been approved by DSA. The intent for all projects is that this final verified report be dated after the approval of those CCDs.

**CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS**

**5. DUTIES OF THE PROJECT INSPECTOR WITH RESPECT TO CCDs:** The project inspector shall follow the CCD Category A record-keeping and monitoring requirements, issuing deviation notices when appropriate, as specified in IR A-8: Project Inspector and Assistant Inspector Duties and Performance.

**6. MONITORING OF CHANGES BY DSA:** If DSA determines that changes to the plans or specifications appear to require DSA approval (changes affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project), DSA shall notify the design professional in responsible charge and require the changes to be submitted for review and approval by DSA or require evidence the changes are CCD Category B.

**7. TRANSITION:** The following provides direction for submittal of construction change documents (Change Orders, (Field Change Document) FCDs or CCDs) for projects in various stages of completion of construction. All projects for which construction commences on or after January 2, 2013 are required to use the CCD process described in this IR.

**7.1 Projects for which, prior to November 1, 2012, construction is essentially complete, having been issued a DSA 90-day letter or “closed uncertified” by DSA:** Projects in this category may have an issue of “unresolved change orders” or “unresolved FCDs.” The status of these could be:

- Change orders or FCDs have been submitted to DSA and are pending review or unapproved.
- Change orders or FCDs have not been submitted to DSA.

To resolve this issue, use the following options:

**Change Orders:**

**Option #1:** Submit/resubmit the change orders and obtain DSA approval. The cost information in the change order need not be included.

**Option #2:** If any or all of the “unresolved change orders” are changes that do not affect the Structural Safety, Access Compliance, or Fire & Life Safety components or portions of the project, then, in lieu of the change orders, form DSA 310: Alternate Certification Statement of Content for Change Orders, Addenda and Revisions may be submitted. The specific change orders must be listed, by number, on the form.

**FCDs:**

**Option #1:** If the FCD has been previously submitted to DSA, then resubmit the FCD and obtain DSA approval.

**Option #2:** For changes that affect the Structural Safety, Access Compliance, or Fire & Life Safety portions of the project, but have not resulted in a change order, and have not been previously submitted as an FCD, then submit as a CCD Type A.

**7.2 Projects for which construction commenced prior to January 2, 2013 and do not fall into the category defined in Section 7.1:**

- For change orders or FCDs that have been submitted to DSA, see options listed in section 7.1.
- From November 1, 2012 to January 1, 2013: If previously unsubmitted change orders or FCDs are submitted, DSA staff will assign them as CCD Category A, assign the change order/FCD number as the CCD number, and process them accordingly.

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## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

- On or after January 2, 2013: the CCD process must be followed for all new, previously unsubmitted construction changes. If previously unsubmitted change orders or FCDs are submitted, DSA staff will return them as rejected, not approved and require them to be resubmitted as CCD.

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### REFERENCES:

California Code of Regulations (CCR) Title 24  
Part1: California Administrative Code, Sections 4-215, 4-233, 4-338 and 4-341  
California Health and Safety Code, Sections 16011, 16013 and 16015  
California Education Code, Sections 17280 and 81130

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This IR is intended for use by DSA staff and by design professionals to promote statewide consistency for review and approval of plans and specifications as well as construction oversight of projects within the jurisdiction of DSA, which includes State of California public schools (K–12), community colleges and state-owned or state-leased essential services buildings. This IR indicates an acceptable method for achieving compliance with applicable codes and regulations, although other methods proposed by design professionals may be considered by DSA.

This IR is subject to revision at any time. Please check DSA's website for currently effective IRs. Only IRs listed on the webpage at [www.dgs.ca.gov/dsa/publications](http://www.dgs.ca.gov/dsa/publications) at the time of project application submittal to DSA are considered applicable.

## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

## Appendix A - Sample CCD Category A



140

## APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT – CCD CATEGORY A/B

This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: <u>Amazing Unified School District</u>	DSA File #: <u>37</u>	-
Project Name/School: <u>Best School</u>	DSA App. #: <u>04</u>	- <u>119119</u>

## APPLICANT

CCD Cat. <input checked="" type="checkbox"/> A / <input type="checkbox"/> B, #: <u>04</u>	Date Submitted: <u>5-5-16</u>	Attached Pages?: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes ( <u>2</u> pages)
For CCD Cat. B, this is a <input type="checkbox"/> voluntary submittal, <input type="checkbox"/> DSA required submittal (attach DSA notification requiring submission).		
Firm Name: <u>ABC Architects</u>	Contact Name: <u>Pat Smith</u>	
Email: <u>Pat@abc.com</u>	Phone Number: <u>(888)555-1111</u>	
Address: <u>1444 Arch Drive</u>		
City: <u>San Diego</u>	State: <u>CA</u>	Zip: <u>92127</u>
<input type="checkbox"/> A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		
<input checked="" type="checkbox"/> For project currently under construction		
<input type="checkbox"/> To obtain DSA approval of existing uncertified building(s).		

## DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

Name of Design Professional in General Responsible Charge: <u>Robin Hanks</u>	
Professional License #: <u>C72475</u>	Discipline: <u>Architect</u>
Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.	
Signature: <u>R. Hanks</u> DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE	

**CHECK THIS BOX:** ☒ To confirm that all CCD drawings and, when applicable, first sheet or index of calculations and specifications have been stamped and signed by the Responsible Design Professional listed on DSA 1 for this project.

Brief description of construction change (attach additional sheets if needed):

Change bolts to lags on detail 7/S5.

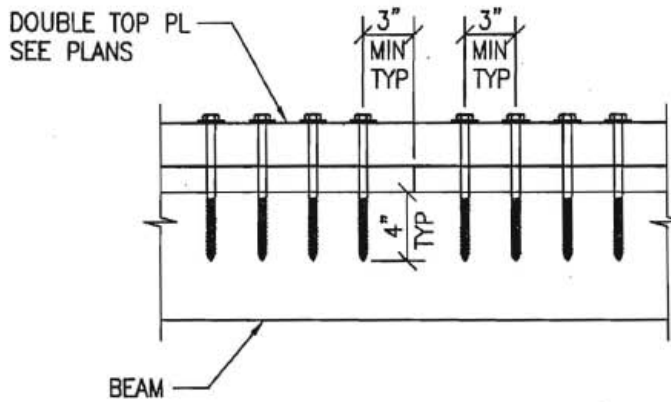
List of DSA approved drawings affected by this CCD: Sheet S5, detail 7.

DSA USE ONLY		DSA Stamp
SSS _____ Date _____ Approved / Disapproved / Not Req'd	For business office use only Date Sent _____ Return By _____ Delivery Method _____	
FLS _____ Date _____ Approved / Disapproved / Not Req'd		
ACS _____ Date _____ Approved / Disapproved / Not Req'd		
Remarks _____		

## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

## Appendix A - Sample CCD Category A (continued)

CCD 5 ATT # 1 OF 2




SCHEDULE	
TYPE	SCREWS
TYPE A	16-5/8"Ø LAG
TYPE B	24-5/8"Ø LAG

**NOTE:**

1. LOCATE SCREWS AT CENTER LINE OF TOP PLATE.
2. SPLIT TOTAL NUMBER OF SCREWS EACH SIDE OF SPLICE.
3. FOR INFO NOT SHOWN SEE 7  
S-5

ALTERNATE TO DETAIL 7  
S-5 CL-1

SHEET # 1 OF 1

	Project Name:	BEST SCHOOL
	DSA Application #:	04-11919X
	CCD Number:	05
	Date:	5/5/15

## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

## Appendix A - Sample CCD Category A (continued)

PROJECT: NEW SCHOOL  
 DSA #: 04-119119X  
 CCD #: 05  
 DATE: 5/5/15

CCD 5 SHIT #2 of 2  
 (CALC SHIT #1)

CHANGE DETAIL 7/55 FROM BOLTS TO LAG

FROM 7/55  $\frac{3}{4}$ "  $\phi$  BOLTS 2X TO 4X  
 VAL = 1.2K

CHANGE TO  $\frac{5}{8}$ "  $\phi$  LAG (1 1/2" SIDE MEMBER)  
 VAL = .92K

USE 2-  $\frac{5}{8}$ "  $\phi$  LAG TO REPLACE 1-  $\frac{3}{4}$ "  $\phi$  BOLT  
 SPACE  $4d = 4 \times \frac{5}{8} = 2\frac{1}{2}$ "  $\rightarrow$  USE 3 MIN.

FROM 7/55 TWO TYPES OF SPACES.

TYPE A USES 8-  $\frac{3}{4}$ "  $\phi$  BOLTS  
 REPLACE W/ 16-  $\frac{5}{8}$ "  $\phi$  LAG.

TYPE B USES 12-  $\frac{3}{4}$ "  $\phi$  BOLTS  
 REPLACE W/ 24-  $\frac{5}{8}$ "  $\phi$  LAG.





## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

## Appendix B - Sample CCD Category B



140

## APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT – CCD CATEGORY A/B

This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: <u>Amazing Unified School District</u>	DSA File #: <u>37</u>	-
Project Name/School: <u>Best School</u>	DSA App. #: <u>04</u>	- <u>119119</u>

**APPLICANT**

CCD Cat. <input type="checkbox"/> A / <input checked="" type="checkbox"/> B, # <u>05</u>	Date Submitted: <u>5-5-16</u>	Attached Pages?: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes ( <u>1</u> pages)
For CCD Cat. B, this is a <input checked="" type="checkbox"/> voluntary submittal, <input type="checkbox"/> DSA required submittal (attach DSA notification requiring submission).		
Firm Name: <u>ABC Architects</u>	Contact Name: <u>Pat Smith</u>	
Email: <u>Pat@abc.com</u>	Phone Number: <u>(888)555-1111</u>	
Address: <u>1444 Arch Drive</u>		
City: <u>San Diego</u>	State: <u>CA</u>	Zip: <u>92127</u>
<input type="checkbox"/> A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		
<input checked="" type="checkbox"/> For project currently under construction		
<input type="checkbox"/> To obtain DSA approval of existing uncertified building(s).		

**DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE**

Name of Design Professional in General Responsible Charge: <u>Robin Hanks</u>	
Professional License #: <u>C72475</u>	Discipline: <u>Architect</u>

Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

Signature: R. Hanks  
DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

**CHECK THIS BOX:** ☒ To confirm that all CCD drawings and, when applicable, first sheet or index of calculations and specifications have been stamped and signed by the Responsible Design Professional listed on DSA 1 for this project.

Brief description of construction change (attach additional sheets if needed):

Add painted word "SCHOOL" five feet south of existing "CROSSING" sign, centered on northbound lane of Main St. on west side of school site. Use paint specified for roadway symbols.

List of DSA approved drawings affected by this CCD: Sheet AS1, detail S3.

DSA USE ONLY	DSA Stamp
SSS _____ Date _____ Approved / Disapproved / Not Req'd FLS _____ Date _____ Approved / Disapproved / Not Req'd ACS _____ Date _____ Approved / Disapproved / Not Req'd Remarks _____ _____ _____	For business office use only Date Sent _____ Return By _____ Delivery Method _____



CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

Appendix B - Sample CCD Category B (continued)

CCD 0 SHEET # 1 OF 1

19.3'

10'

SHEET # 1 OF 1

	Project Name:	BEST School
	DSA Application #:	04-119119X
	CCD Number:	06
	Date:	5/5/15

**EXHIBIT H**  
**DSA FORM 3**

## PROJECT SUBMITTAL CHECKLIST

Division of the State Architect (DSA) documents referenced within this publication are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

### GENERAL REQUIREMENT

**Projects submitted to DSA must include 100% complete Construction Documents, finalized, completely detailed, coordinated across all disciplines and ready for construction.**

### PURPOSE

The DSA 3 submittal checklist is a guide for submitting complete documents to provide for a thorough, comprehensive and efficient plan review process by DSA. It addresses Forms, Fees, Construction Documents and Supporting Documents required by plan reviewers. As outlined in procedure *PR 17-03: Project Submittal Appointment Process*, submittals that are found to be incomplete will be rejected and required to register for a new submittal date.

### INSTRUCTIONS

The DSA 3 submittal checklist is to be completed by the design professional responsible for the quality control and coordination review of the Construction Documents. All fields should be filled with either an "X" indicating required items included in the submittal or "N/A" indicating items not applicable to the scope of work.

It is recommended that the DSA 3 checklist be reviewed by the design professional at the time the project is registered to allow adequate time to verify that all applicable items have been completed and coordinated prior to submittal. Any questions related to the applicability of a listed item to the specific project scope should be clarified with DSA intake staff at the time the project is registered and progress drawings are uploaded to DSA Box.

### PART 1 – APPLICATION FORMS

ENTER X OR N/A

1. A completed form *DSA 1: Application for Approval of Plans and Specifications*. ..... ☐  
Note: Design Professionals listed must match those listed on the Title Sheet of the plans.
2. A completed form *DSA 3: Project Submittal Checklist*..... ☐
3. A completed form *DSA 1-INC: Definition of Scope Increments*. Applicable to projects requesting incremental plan review. See *IR A-11: Incremental Submittals*. ..... ☐
4. A completed form *DSA 1-DEL: Delegation of Responsibility*. Applicable to projects involving delegation of responsibilities of plans and specifications, and construction observation which are not easily described on the form *DSA 1*. ..... ☐
5. A completed form *DSA 1-MR: Application for New Manufactured Permanent Modular or Relocatable Buildings*. Applicable to projects manufacturing permanent modular or relocatable buildings. See bulletin *BU 16-01: Delegation of Authority for Modular and Relocatable Buildings – FAQs*). ..... ☐
6. A completed form *DSA 1-RUH: Request for Finding of Unreasonable Hardship*. Applicable to alteration, addition or repair projects seeking relief from full compliance with path of travel requirements. .... ☐
7. A completed form *DSA 1-AMM: Request for Alternate Design Materials and Methods of Construction*. Applicable to projects requesting approval of alternates to achieve code compliance. See procedure *PR 18-01*. .... ☐

**PROJECT SUBMITTAL CHECKLIST****PART 2 – APPLICATION FEES****ENTER X OR N/A**

## 1. Project Submittals

Structural, Fire & Life Safety and Access Compliance plan review fees as required. .... ☐

Required fees may be combined on a single check or warrant made out to “Division of the State Architect” (Note: Not all projects require review by all three disciplines. Indicate plan review services required on the *DSA 1* form). Fees are based on estimated value of construction. Use the *Plan/Field Review Fee Calculator* within Tracker to determine amount due at submittal.)

## 2. Pre-Check Submittals (PC)

a. Structural, Fire & Life Safety and Access Compliance plan review fees ..... ☐

Plan review fees are charged on an hourly basis. A \$6,000 deposit check or warrant made out to “Division of the State Architect” is due at submittal. Final fee to be calculated and invoiced based on actual plan review hours

b. CALGreen/Energy Code plan review fee ..... ☐

A separate deposit check is required for CALGreen/Energy Code plan review for PC submittals for permanent modular or relocatable buildings. See procedure *PR 07-01: Pre-Check Approval*).

- \$2,500 deposit for two or more climate zones
- \$1,500 deposit for one climate zone
- \$500 deposit for unconditioned building (e.g. restroom building)

**PART 3 – CONSTRUCTION DOCUMENTS****ENTER X OR N/A****A. GENERAL REQUIREMENTS FOR DRAWINGS AND SPECIFICATIONS**1. 100% complete Construction Drawings and Specifications, cross-referenced and coordinated among all disciplines..... ☐a. Bid alternates identified, when applicable..... ☐b. DSA approved Pre-Checked (PC) drawings to be included in drawing set for projects incorporating PC designs. .... ☐c. Electronic Plan Review submittal prepared in accordance with the drawing and specification format/file requirements in procedure *PR 18-04: Electronic Plan Review for Design Professionals of Record*. .... ☐d. Over-The-Counter (OTC) Plan Review submittal prepared in accordance with policy *PL 07-02: Over-the-Counter Review of Projects Using Pre-Check Approved Designs*. (1) set required for plan review mark-ups; (1) set for corrections and approval. .... ☐e. For the submittal of new, revised or renewed pre-check (PC) applications see procedures *PR 07-01: Pre-check Approval* and *PR 18-04: Electronic Plan Review for Design Professionals of Record*. Submittal is required to be in electronic format. All conditioned or unconditioned PC buildings require DSA CALGreen/Energy review. .... ☐2. A completed form *DSA 103: List of Material Testing and Special Inspection*..... ☐3. A completed form *DSA 810: Fire & Life Safety Site Conditions Submittal* when required per the DSA 810 instructions. (Incorporate on fire access site plan, with local fire authority sign off for proposed alternates for applicable projects.) ..... ☐

**PROJECT SUBMITTAL CHECKLIST****B. TITLE SHEET**

1. A complete Code Analysis. For each building indicate use, occupancy classification, allowable area, allowable building height, construction type, mixed ratio and area increase justifications. (Provide separate code analysis sheet, if necessary.) ..... ☐
2. Index of all sheets ..... ☐
3. Complete scope of work description ..... ☐
4. On incremental submittals, identify all increments and their respective scope of work. (A Title Sheet is required for each incremental submittal.) ..... ☐
5. Project directory including contact information for owner, architect and consultants. .... ☐
6. List of required governing codes, adopted standards and inspector classifications. .... ☐
7. List of deferred submittals. (See guideline *GL-3: Structural Plan Review* for list of items eligible for deferred submittal.) ..... ☐

**C. SITE AND / OR CIVIL PLANS AND DETAILS**

1. Comprehensive campus site plan and enlarged site plans for areas of work. (Identify if the site is located within a Wildland Urban Interface area. Label all incremental work if applicable.) ..... ☐
2. Identified each building and include name, use, occupancy, construction type and whether or not it's equipped with fire sprinkler system. .... ☐
3. DSA application number(s) for each existing structure and facility within the scope of work identified. See *IR A-20: New Projects Associated with Existing Uncertified Projects*. Note that issues preventing the certification of existing structures and facilities will need to be resolved before plans altering those structures and facilities are approved. .... ☐
4. Path of travel improvements which include an accessible route from the area of work to each of the following elements with improvements to current code: public transportation stops, public way, accessible parking, accessible passenger loading zones, administration building, and accessible restroom(s) serving area of work. See procedure *PR 15-01: Required Information for Path of Travel Upgrades on Construction Documents*. .... ☐
5. Accessible parking spaces identified and detailed within scope. .... ☐
6. Parking ratio calculations for each parking lot, within or impacted by the scope of work. .... ☐
7. Location of proposed electric vehicle charging stations, if provided. .... ☐
8. Sidewalk and roadway delineated, with widths and surface materials identified within scope. .... ☐
9. Path of exit discharge to public way or to identified area(s) of safe dispersal. .... ☐
10. All fencing and gates shown, indicating required exit gates, panic hardware and widths. .... ☐

**D. DEMOLITION PLANS**

1. Area of demolition and location of adjacent structures indicated on site plan. .... ☐
2. Detailed demolition plan for partial demolitions with note on plan stating that no demolition shall begin until plans including the demolition work have been approved by DSA ..... ☐

**PROJECT SUBMITTAL CHECKLIST****E. FLOOR PLANS**

1. Floor plans demonstrating access compliance, including restrooms, elevators, wheelchair lifts, stairs, ramps, door clearances, door swings, doors with panic hardware, casework, fixed furniture, equipment and all other required accessibility features. .... ☐
2. Enlarged floor plans of restrooms, elevators, stairs, ramps, lifts and specialty areas such as science labs, kitchens, auditoriums, etc. .... ☐
3. Distance of travel from elevator location to top and bottom nosing of all stairways demonstrated to be less than 200 feet. .... ☐
4. Accessible egress systems identified and detailed. .... ☐
5. Room and occupied area labels, indicating use and total occupants. Load factor used for occupant load calculations identified (net or gross). .... ☐
6. Net or gross floor area totals for each room or occupant area indicated. .... ☐
7. An exit analysis provided, indicating exit widths and cumulative loads at exits, including exit discharge paths and widths. .... ☐
8. Fire-resistance-rated walls and smoke barriers identified and cross referenced to partition schedules and details. Wall types, wall function, assemblies and assembly design number references noted. .... ☐
9. A detailed bleacher seating layout, identifying accessible seating and remaining floor area occupant load calculations (required in initial submittal even for projects where bleachers are identified as a deferred submittal). .... ☐
10. Way-finding and signage plans with legends and/or schedules cross-referenced to details. .... ☐
11. Dedicated egress provided within a new addition, unless the existing adjacent structure providing egress is of equal or greater live load and lateral load design criteria than the new addition (per *Part 1, Title 24, Section 4-306*). .... ☐

**F. ARCHITECTURAL DETAILS, ELEVATIONS, SECTIONS, ROOF PLANS AND REFLECTED CEILING PLANS**

1. Detailed interior elevations, exterior elevations, and sections including dimensions. Show roofing types and connections to structure. Show ceiling types and support and bracing details. .... ☐
2. Interior and exterior wall framing and details, including locations of drift joints in exterior wall framing as applicable. .... ☐
3. Fire-resistance-rated horizontal assemblies, ceilings and floors identified and detailed. .... ☐
4. Door openings and wall penetrations located and detailed. .... ☐
5. Skylight locations and sizes shown and detailed. .... ☐
6. Door, hardware, windows and finish schedules cross referenced to details. Note panic hardware, fire doors, doors with security hardware, and any fire-resistance-rated and tempered glazing/window assemblies. .... ☐
7. Signage schedules, cross referenced to details of room identification and way-finding signage. .... ☐
8. Casework and fixed furniture identified, including elevations, details, anchorage and required accessibility clearances and features. .... ☐
9. Soffits and other architectural projections identified and detailed. .... ☐

**PROJECT SUBMITTAL CHECKLIST**

10. All equipment identified and anchorage detailed. .... ☐
11. Walk-in refrigerators and freezers identified and detailed. .... ☐
12. Roof classes identified on all new and existing roofs within the project scope. .... ☐

**G. STRUCTURAL DRAWINGS**

1. Description of design basis, indicating the materials and lateral system utilized. List design gravity and lateral loads, soil parameters, and wind and seismic coefficients. For voluntary seismic improvements, indicate the specific structural items to be upgraded and the load levels for which those items are designed. .... ☐
2. Dimensioned foundation, floor and roof framing plans, including locations of all structural elements (e.g., foundations, walls, columns, beams). .... ☐
3. Complete truss detailing, including open web manufactured trusses (unless deferred.) .... ☐
4. Details for all elements of the lateral force resisting system .... ☐
5. Details for all diaphragms, chords, and collectors .... ☐
6. All windows, doors, skylights, ducts, pipes and other openings identified and detailed. .... ☐
7. Mechanical and electrical equipment located on plans, sections and elevations with unit weights noted on floor and roof framing plans. .... ☐
8. Project details, schedules and notes, as applicable to scope of work. .... ☐
9. For relocatable buildings less than 2,160 square feet, identify and detail wood or concrete foundations. .... ☐
10. For relocatable buildings over 2,160 square feet, identify and detail concrete foundations .... ☐

**H. MECHANICAL/PLUMBING DRAWINGS AND CALCULATIONS**

1. Location of all rated wall and ceiling assemblies identified. .... ☐
2. Mechanical unit locations shown, anchorage details referenced. .... ☐
3. Mechanical equipment schedule, including equipment CFMs (cubic feet per minute rating), unit operating weights and cross-reference to anchorage details. .... ☐
4. For MEP (Mechanical/Electrical/Plumbing) only projects, show partial structural framing plans at existing floors or roofs supporting mechanical equipment. .... ☐
5. Anchorage details for ducts and piping. .... ☐
6. Plumbing fixture schedules with flow rates and flush volume indicated in accordance with *CALGreen Code Section 5.303.3*. .... ☐
7. Mechanical and piping penetrations at fire-resistance-rated walls, shear walls, headers, lintels, floors and roofs identified and cross referenced to details. .... ☐
8. Plumbing layout coordinated with architectural plans and accessible fixtures identified. .... ☐
9. Grade level gas shut-off valve location indicated at all buildings. .... ☐
10. Locations of all fire/smoke dampers, supply/return registers and ducting indicated with details cross-referenced. .... ☐
11. Fume hood system shown including weight and exhaust duct identified and detailed. .... ☐

**PROJECT SUBMITTAL CHECKLIST**

12. Type I kitchen hood fire suppression system identified and detailed. (Show gravity support and lateral bracing for kitchen hoods.) ..... ☐
13. Any special systems indicated, including smoke removal, special venting, dust collection and all interfacing equipment identified and detailed with weights shown or scheduled for required anchorage design. .... ☐
14. Domestic water and gas load calculations with pipe sizes identified. .... ☐
15. Water heating system and location of equipment identified. .... ☐
16. *Energy Code Certificate of Compliance* forms included with plans. .... ☐

**I. ELECTRICAL DRAWINGS**

1. Location of all rated wall and ceiling assemblies identified. .... ☐
2. Panel locations with fire-resistance-rated enclosure assemblies identified. .... ☐
3. New and existing exit signs located. .... ☐
4. Interior and exterior emergency lighting and dedicated circuits identified. .... ☐
5. Power receptacles, ground-fault circuit interrupters (GFCI), and switches with accessible locations indicated and heights detailed. .... ☐
6. Assistive Listening Systems identified and detailed. .... ☐
7. Panel schedules and load calculations provided. .... ☐
8. Equipment/fixture schedule with weights and reference to anchorage details provided. .... ☐
9. *Energy Code Certificate of Compliance* forms included on plans. .... ☐

**J. FIRE ALARM SYSTEM DRAWINGS**

1. Guideline *GL-2: Project Submittal Guideline: Fire Alarm and Detection Systems* has been reviewed and all applicable items incorporated into submittal ..... ☐
2. Automatic fire alarm system if applicable (An automatic fire alarm system is required for all new buildings at a new or existing campus and for modernizations if project cost exceeds \$200,000 with any state funding.) ..... ☐
3. Fire alarm site plan indicating building names or designations ..... ☐
4. Fire alarm floor plans, including room uses, ceiling heights with circuits and device numbers identified, including locations of fire-resistance-rated walls and ceilings. .... ☐
5. Locations of the fire alarm control panel, power booster, terminal cabinets, annunciator panels, and all other required fire alarm equipment shown. .... ☐
6. Conduit runs, including wire type, size and number of conductors indicated. .... ☐
7. Fire alarm system identified: addressable or non-addressable, system and circuit class. .... ☐
8. Voltage-drop and battery calculations shown. .... ☐
9. Emergency Voice/Alarm Communication System. (See *IR F-1* for projects, where required). .... ☐



**PROJECT SUBMITTAL CHECKLIST****K. AUTOMATIC FIRE SPRINKLER SYSTEMS (AFSS) DRAWINGS**

1. Guideline *GL-1:Project Submittal Guideline: Automatic Fire Sprinkler Systems* and policy *PL 10-01: Plan Submittal Requirements: Automatic Fire Sprinkler Systems (AFSS)* have been reviewed and all applicable items incorporated into the submittal ..... ☐
2. Test Hydrant locations identified and water-flow test data signed by local fire authority or water purveyor. .... ☐
3. Fire sprinkler plan and site plan layout with water-flow test hydrant nodes indicated. Show locations for all lateral bracing. Show locations of fire rated assemblies and full height walls. .... ☐
4. Reflected ceiling plan with fire sprinklers located and coordinated with architectural, mechanical and lighting plans. .... ☐
5. Cross sections of buildings. .... ☐
6. Details of all assemblies, fittings, bracing, hangers, thrust blocks, signage, flexible piping and any other required AFSS equipment or supports. .... ☐

**PART 4 – SUPPORTING DOCUMENTATION****ENTER X OR N/A****A. GENERAL SUPPORTING DOCUMENTS**

1. Pre-application meeting minutes ..... ☐
2. District letter for exempt items. (Applicable only to school project submittals containing items listed in *Appendix A of IR A-22: Construction Projects and Items Exempt from DSA Review* which the district wishes DSA not to plan review or certify.) ..... ☐
3. Previously-approved DSA reference drawings (for alteration, reconstruction or additions to previously DSA-approved structures). .... ☐
4. Previously-approved DSA comparison sets (for projects re-using previously DSA-approved designs) ..... ☐

**B. STRUCTURAL REVIEW SUPPORTING DOCUMENTS**

1. EXISTING BUILDING EVALUATION (For projects involving reconstruction, alterations, or additions.) ..... ☐
  - a. Copy of DSA approved (REH) Rehabilitation Evaluation and Design Criteria Report (applicable to rehabilitation projects for upgrades of non-conforming building or mandatory triggered upgrades per *CAC 4-309 (c)*). See form *DSA 1-REH Pre-application for Approval of a Rehabilitation Project Evaluation & Design Criterial Report* and procedure *PR 08-03: School Facility Program/Seismic Mitigation Program*. .... ☐
  - b. For projects involving reconstruction, alterations, or additions where no REH report has been submitted: Provide calculations demonstrating that the triggers of *CAC Section 4-309(c)* have not been exceeded. .... ☐
  - c. For projects involving reconstruction, alterations, or additions where no REH report has been submitted: Provide justification that the cost of the building reconstruction, alteration, or addition, determined in accordance with *CAC 4-309(c)*, does not exceed 50 percent of the building replacement cost. .... ☐

**PROJECT SUBMITTAL CHECKLIST****2. FLOOD MAP**

(Applicable to new construction, additions and relocations. See procedure *PR 14-01: Flood Design and Project Submittal Requirements*.) .....

☐**3. PROJECT STRUCTURAL CALCULATIONS**

- a. One set of stamped and signed structural calculations indicating codes used. .... ☐
- b. Index of all calculations included. .... ☐
- c. Description of scope of work covered by the submitted calculations with complete design criteria indicated. Provide a clear narrative for each calculation section with main assumptions and design approach to be used. Address the impact to existing structural lateral systems of any proposed partial demolition(s). Reference CAC 4-309 for structural rehabilitation triggers. .... ☐
- d. Seismic, wind and importance load factors indicated. Wind loading provisions including wind speed, exposure and any specialized items such as topographic effects need to be clearly defined. .... ☐
- e. Snow load utilized in the design identified; provide snow drift calculations, if appropriate. .... ☐
- f. Utilized soil bearing pressure indicated. If greater than 1,500 psf, or where the exceptions in *California Building Code (CBC) Section 1803A.2* are not met, provide substantiating geotechnical report. .... ☐
- g. Utilized lateral soil passive pressure indicated. If greater than 100 psf, provide substantiating geotechnical report. .... ☐
- h. Completed design checks of foundations including check of soil stresses and strength checks of footings. .... ☐
- i. Allowable lateral soil pressure for the design of poles, signs or antennae. .... ☐
- j. Calculations for miscellaneous site structures. .... ☐
- k. Key plans for foundations, floors and roofs, coordinated and cross referenced to the submitted structural calculations. .... ☐
- l. Lateral drift calculations, as required by code, .... ☐
- m. Load calculations, including weight of mechanical and electrical units and fire sprinkler pipe, .... ☐
- n. Calculations for mechanical equipment anchorage, including overturning, .... ☐
- o. Complete gravity system calculations, including checks of connections, .... ☐
- p. Complete truss calculations and details for open-web trusses (unless deferred), .... ☐
- q. Complete chord and collector calculations, .... ☐
- r. Lateral system calculations, including checks of connections, .... ☐
- s. Calculations for lateral floor and roof diaphragms. .... ☐
- t. Rigid diaphragms identified and calculations provided for accidental torsion consideration..... ☐
- u. Dynamic analysis calculations required for buildings with structural irregularities, in accordance with American Society of Civil Engineers Standard ASCE 7, Table 12.6-1. .... ☐

**PROJECT SUBMITTAL CHECKLIST**

- v. For designs by computer analysis, printouts of key input and output with a copy of the input and output files must be included. Structural calculation should provide all model geometry, loading information, boundary conditions, material properties, framing sizes, and strength check modifiers. Calculations must also contain primary analysis results such as reactions, all strength checks, and any connection design output to justify the design with the model provided as backup. .... ☐
4. GEOTECHNICAL INVESTIGATION / SOILS REPORT (See *CBC 1803A* for applicability)
- a. New report applicable to the buildings in the scope of work with the appropriate professionals' stamps and signatures. .... ☐
- b. A previous report may be submitted if a reevaluation is made and found to be currently appropriate. A letter updating the original report(s) by the same geotechnical engineer or geotechnical engineering firm must be included.) .... ☐
5. GEO-HAZARDS REPORT (See procedure *PR 14-01* for applicability) .... ☐
- a. A Geo-Hazards Report applicable to the buildings in the scope of work, with the appropriate professionals' stamps and signatures. .... ☐
- b. A previous report may be submitted provided that a reevaluation if made and found to be currently appropriate and the additional criteria outlined in *IR A-4.13 Geohazard Report Requirements* are satisfied. Provide a letter updating original report(s) by the same geotechnical engineer or geotechnical engineering firm.) .... ☐
- c. One copy of a completed California Geological Society (CGS) application with CGS project number, per *IR A-4.13: Geohazard Report Requirements*..... ☐
- d. One copy of site data report submitted to CGS per *CBC 1603A.2*. .... ☐
- e. CGS Final Acceptance letter will be required prior to DSA's stamp-out. .... ☐

**C. ACCESS COMPLIANCE REVIEW SUPPORTING DOCUMENTATION**

1. Manufacturers' product data sheets for door hardware, plumbing fixtures, restroom accessories. .... ☐

**D. FIRE AND LIFE SAFETY REVIEW SUPPORTING DOCUMENTATION**

1. Current CAL FIRE Office of the State Fire Marshal listings and manufacturers' product data sheets for all AFSS materials and devices. .... ☐
2. Hydraulic calculations for each building, system coordinated with the water-flow test hydrant ..... ☐
3. Structural calculations for support and bracing of sprinkler systems ..... ☐
4. Current CAL FIRE Office of the State Fire Marshal listings and manufacturers' product data sheets for all fire alarm devices ..... ☐
5. For projects exempt from the Green Oaks Family Academy Elementary School Fire Protection Act (SB 575, Chapter 725, Statutes of 2001), a letter signed by the school district superintendent stating the project is exempt ..... ☐

**PROJECT SUBMITTAL CHECKLIST****E. ENERGY CODE COMPLIANCE DOCUMENTATION (Applicable to new construction, additions and alterations to an existing building envelope, HVAC or electrical system)**

1. Energy Compliance Documentation Submittal Checklist with signatures (Form *DSA 403-A*, *DSA 403-B*, or *DSA 403-PC*, as applicable). ..... ☐
2. California Energy Code required *Certificate of Compliance* forms with appropriate signatures on drawings ..... ☐
3. Building Energy Analysis Report (8½-inch x 11-inch format)..... ☐

**F. CALGREEN CODE COMPLIANCE DOCUMENTATION (Applicable to new construction and additions and landscape work.)**

1. *DSA 1-L: Outdoor Water Use Self-Certification of Landscape Irrigation Design* form and documentation with Site Landscape Area Location Plan See procedure *PR 15-03: Compliance with CALGreen Outdoor Water Use Regulations*. ..... ☐
2. Completed *Application Matrix* (*Attachment 1* within the guideline *GL 4: CALGreen Code*.) ..... ☐
3. Identified underground and above-ground utilities and drainage systems; identified methods to manage surface water in compliance with *CALGreen Code Section 5.106.10*. ..... ☐
4. Location of bicycle parking in compliance with *CALGreen Code Section 5.106.4.2*. ..... ☐
5. Identified areas that serve the entire building for recycling of non-hazardous materials per *CALGreen Code Section 5.410.1*..... ☐
6. Identified primary exterior entry protection in compliance with *CALGreen Code Section 5.407.2.2.1*. .... ☐
7. Requirements for indoor moisture control identified in compliance with *CALGreen Code Section 5.505.1*. ..... ☐
8. Requirements for acoustical control identified in compliance with *CALGreen Code Section 5.507.4*..... ☐
9. Requirements for ventilation identified in compliance with *Energy Code* and *CALGreen Code Section 5.506.1*..... ☐

**ROOFING CONTRACT FINANCIAL INTEREST CERTIFICATION**  
**(Public Contract Code section 3006)**

PROJECT/CONTRACT NO.: \_\_\_\_\_ between **Mountain View Whisman School District** ("District") and \_\_\_\_\_  
\_\_\_\_\_ ("Architect / Engineer") ("Contract" or "Project").

I \_\_\_\_\_, \_\_\_\_\_  
Name Name of Architect / Engineer

certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roof project contract on this project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I \_\_\_\_\_, \_\_\_\_\_  
Name Name of Architect / Engineer

certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I \_\_\_\_\_, \_\_\_\_\_  
Name Name of Architect / Engineer

Have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): \_\_\_\_\_

Mailing address: \_\_\_\_\_

Addresses of branch office used for this Project: \_\_\_\_\_

If subsidiary, name and address of parent company: \_\_\_\_\_

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date: \_\_\_\_\_

Proper Name of Architect / Engineer: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code § 2204)**

PROJECT/CONTRACT NO.: \_\_\_\_\_ between **Mountain View Whisman School District** ("District") and \_\_\_\_\_  
\_\_\_\_\_ ("Architect / Engineer") ("Contract" or "Project").

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Architect / Engineer shall complete **ONLY ONE** of the following two paragraphs.

☐ 1. Architect / Engineer's total Fee is less than one million dollars (\$1,000,000).

**OR**

☐ 2. Architect / Engineer's total Fee is one million dollars (\$1,000,000) or more, but Architect / Engineer is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Architect / Engineer is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

**OR**

☐ 3. Architect / Engineer's total Fee is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Architect / Engineer to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with this Agreement.**

I certify that I am duly authorized to legally bind the Architect / Engineer to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: \_\_\_\_\_

Proper Name of Architect / Engineer: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

***Mountain View Whisman School District***

**Agenda Item for Board Meeting of 11/5/2020**

**Agenda Category:** CONSENT AGENDA

**Agenda Item Title:** Award of Architectural Services Contract to Dreilling Terrones Architecture for the Vargas Elementary School Parking Cover Project

**Estimated Time:**

**Person Responsible:**

Rebecca Westover Ed.D.  
Chief Business Officer

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**Background:**

The Vargas Elementary School Parking Cover project involves the installation of a carport structure in the Vargas Elementary School parking lot. The project requires the services of an architectural design firm to assist in design, and construction documents, DSA submittal, construction administration and closeout. The District issued a Request for Proposal (RFP) for these services on September 18, 2020 to the currently approved pool of Architects for the District for the Measure T Bond. A total of two proposals were received.

**Fiscal Implication:**

Dreilling Terrones Architecture has presented a service fee proposal for the required services in the amount of \$50,330. At this time, the estimated construction cost is \$400,000. This proposal is within the established project budget for design fees.

**Recommended Action:**

It is recommended the Board of Trustees approve the service fee proposal and award of an agreement for Dreilling Terrones Architecture in the amount of \$50,330.

**ATTACHMENTS:**

Description	Type	Upload Date
DTA - Vargas Parking Cover Proposal	Backup Material	10/29/2020
DTA Architect Agreement - Vargas Carport	Backup Material	10/29/2020

9 October 2020

## Proposal for Architectural and Engineering Services

The following is a Proposal for the performance of Architectural and Engineering Services. Upon acceptance of this Proposal by the Owner, work shall commence.

### Client

**Mountain View Whisman School District**  
1400 Montecito Ave.  
Mountain View, CA 94043

### Project

**Vargas Elementary School  
Parking Cover**  
220 N. Whisman Rd.  
Mountain View, CA 94043

### Intentions and Considerations

- The District would like to install a steel shade or carport structure in the Vargas Elementary School parking lot.
- The project would include structure placement, LED lighting, and associated site work and landscaping.
- Having designed the new Vargas Campus, DTA is extremely familiar with the site, and already has As-Built Site Documentation on file. Only limited additional site reconnaissance would be needed.
- The Parking Cover would be a DSA pre-checked unit.
- The District has indicated a tentative project schedule – see below
- The District has indicated a preliminary construction budget of \$400K.
- It is anticipated that this scope of work will require Access only review by the Division of the State Architect (DSA.) It is presumed that this would be an Over-the-Counter (OTC) project review by DSA with no Backcheck required.
- The scope of the project will include:
  - Demolition of existing parking lot surfacing
  - Selection of DSA pre-checked steel shade or carport structure
  - Replace and/or run new electrical lines as necessary to achieve design intent
  - Immediate surrounding site repair / alterations
  - Provide drawings and details indicating areas of work
  - Provide Civil Engineer, Electrical Engineer and Landscape Architect coordinated drawings.

### Services

DTA and their Consultants as identified, will provide the following services.

Phases / Tasks:

**Phase 1: Existing Conditions Reconnaissance / As-Built Documents – NOT USED**



**Phase 2: Schematic Design**

- Site Visit with District to establish goals, intentions and extent of the proposed scope.
- Prepare Schematic Design Drawings – plans, elevations, sections and other sketches to convey the conceptual intent and design of the Parking Cover, including selection of Vendor for Structure
- Meet with the District to review Schematic Concepts and verify scope alignment with District goals, intentions, and budget.
- Revise Schematics per Owner Direction

**Phase 3: Design Development – NOT USED**

**Phase 4: Construction Documents**

- Prepare Plans and Specifications for Bidding and DSA review.
- Review final document with District prior to DSA submittal
- Submit OTC application to DSA (assumes OTC review is sufficient.)
- Attend / manage OTC review appointment

**Phase 5: Bidding Assistance**

- Issue / Package Documents for Bidding
- Attend pre-proposal conference
- Issue bidding addenda as necessary, to respond to Bidders' RFI's
- Review bid results and advise as necessary

**Phase 6: Construction Administration**

- Attend Pre-Construction Meeting
- Site Visits as necessary to observe Construction – assume (4) site visits for the duration of the project
- Issue Field Sketches and Clarifications as necessary during construction
- Punch List preparation and issue

**Phase 7: Project Close-Out / As-Built Coordination**

- Prepare / Coordinate As-Built Documents per District Standards
- Prepare and Submit DSA closeout documentation for any Projects / Scope that requires DSA review
- Coordinate with District's CM for Notices of Completion

## Personnel

DTA Staff who will be assigned to work on this project include:

- Richard Terrones, Principal
- Alicia Ader, Project Manager

This proposal also includes the following Engineering Consultants:

**Consultants Included in this Proposal**

Civil	<b>Underwood &amp; Rosenblum</b> San Jose, CA  Frank Rosenblum, PE / Principal
Electrical / Fire Alarm	<b>Alliance Engineering Consultants (AEC)</b> Santa Clara, CA  Ken Ngai, PE / Principal
Landscape Architect	<b>Callander Associates</b> Burlingame, CA  Mark Slichter, PLA / Principal

## Excluded Service:

- Topographic Survey  
If additional survey work is required, it is assumed the District would contract directly with the surveyor.
- Structural Engineering  
Structural Engineering services can be provided as needed via a supplement to this proposal, as mutually agreed by MVWSD and DTA.

## Owner Provided Items

Owner shall provide the following information for Architects use:

- As-Built Drawings from prior Construction, if supplemental to what DTA already has on file– CAD and PDF format

## Project Schedule

The Mountain View Whisman School District has proposed the following project timeline, as described in the RFP issued 9/18/2020.

- **Schematic Design:** October 22, 2020 – November 25, 2020
- **Construction Documents:** November 26, 2020 – January 7, 2021
- **DSA Review / OTC / Backcheck:** January 8, 2021 – February 18, 2021
- **Construction:** June 2021 – August 2021

DTA is able to meet the District's aggressive tentative project schedule.

## Current Work Commitments

DTA will have the necessary level of staffing available to immediately begin design once the project is awarded by the Board in October 2020, and will continue to have the appropriate staffing necessary complete the project.

## Compensation

Architectural Fees will cover services described above except for items defined as additional services. Items considered to be additional services will be identified prior to performance of those services and will proceed only upon written authorization from the Owner.

Expenses required as part of the Project are estimated below. Reimbursable expenses not included in the contract will be billed at cost.

DTA is proposing on a lump sum basis as a maximum not-to-exceed fee. Invoicing will be sent on a monthly basis, for work completed during the prior period, as described below. Any fees remaining at the end of a Project Phase, will be invoiced as a lump sum for that remaining fee.

DTA is willing to agree to fees that are aligned with the OPSC Fee Calculator, presuming the Project type and related services are aligned with the standard type of services that the Fee Calculator generally presumes.

Fees and other charges will be billed on or about the first day of each month for services rendered during the previous month. Invoices will be due and payable within twenty days from the date of invoice. Invoices remaining unpaid for thirty days from date of invoice will be considered past due and may be cause for termination of work. Invoices remaining unpaid for forty-five days will be grounds for termination of any agreement existing between the Owner/Client and the Architect.

It is understood that the Client may wish to terminate the project for convenience at any point during the process. In such case, fees will be invoiced and due, for services rendered to that point of termination, and for any residual or shut-down expenses that may occur.

## Fee Outline

The following is a lump sum proposal for **Architectural and Engineering Services**.

task	fee
<b>Architectural Services</b>	
<b>Phase 1: Existing Conditions Reconnaissance / As-Built Documents – N/A</b>	(none)
<b>Phase 2: Schematic Design</b>	
<ul style="list-style-type: none"> <li>Site Visit w/ District to establish goals, intentions and extent of scope</li> <li>Prepare SD Drawings to convey conceptual intention and design</li> <li>Meet w/ District to review Schematic Concepts and verify goal alignment</li> <li>Revise Schematics per Owner Direction</li> </ul>	
<b>subtotal</b>	<b>\$6,345</b>
<b>Phase 3: Design Development – N/A</b>	(none)
<b>Phase 4: Construction Documents</b>	
<ul style="list-style-type: none"> <li>Prepare Plans and Specifications for Bidding and DSA review</li> <li>Review final documents with District prior to DSA Submittal</li> <li>Submit OTC application to DSA</li> <li>Attend / Manage OTC review appointment</li> </ul>	
<b>subtotal</b>	<b>\$7,400</b>
<b>Phase 5: Bidding Assistance</b>	
<ul style="list-style-type: none"> <li>Issue / Package Documents for Bidding</li> <li>Attend pre-proposal conference</li> <li>Issue bidding addenda as necessary, to respond to Bidders' RFIs</li> <li>Review bid results and advise as necessary</li> </ul>	
<b>subtotal</b>	<b>\$3,155</b>
<b>Phase 6: Construction Administration</b>	
<ul style="list-style-type: none"> <li>Attend Pre-Construction Meeting</li> <li>Site Visits to observe Construction – assume (4) site visits</li> <li>Issue Field Sketches and Clarifications as necessary during construction</li> <li>Punch List preparation / issuance</li> </ul>	
<b>subtotal</b>	<b>\$3,600</b>
<b>Phase 7: Project Close-Out / As-Built Coordination</b>	
<ul style="list-style-type: none"> <li>Prepare / Coordinate As-Built Documents per District Standards</li> <li>Prepare / Submit DSA closeout documentation</li> <li>Coordinate with CM for Notices of Completion</li> </ul>	
<b>subtotal</b>	<b>\$1,830</b>
<b>Consulting Engineering Services</b>	
<ul style="list-style-type: none"> <li>Civil Engineering</li> <li>Electrical Engineering</li> <li>Landscape Architecture</li> </ul>	allowance \$9,000 allowance \$10,000 allowance \$7,500
<b>subtotal</b>	<b>\$26,500</b>
<b>Reimbursable Expenses:</b>	
<ul style="list-style-type: none"> <li>Printing, Deliveries, etc.</li> </ul>	estimate \$1,500
<b>Lump Sum Total</b>	<b>\$50,330</b>

## Rates

Project services will be based on the following DTA billing rates.

### Billing Rates

Principal	per hour	\$270
Project Architect	per hour	\$175
Staff / Clerical	per hour	\$115

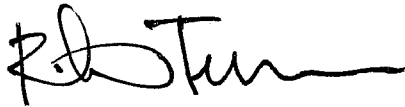
## Authorization to Proceed

Signature indicates acceptance of terms of this agreement and authorization for the Architect to proceed with the work described herein. Once a signed Proposal is received, we will schedule the work and proceed within two weeks' time.

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

Sincerely,



10/09/2020

\_\_\_\_\_  
DTA  
R. Terrones, License #C24686

\_\_\_\_\_  
Date

## Personnel



### Richard Terrones, Architect

#### Vice President

Richard is a partner and manages our Burlingame office. He is an Architect versed in a full range of services including principal level consulting for Design, Planning, Construction Documents, Construction Administration and general Project Management. He is a Burlingame Resident, and has been a Planning Commissioner for Burlingame for the past 12+ years

Richard will be the Principal-in-Charge and oversee general project direction and strategies for the projects. He will represent DTA during all Staff and Client or User Engagement that may be necessary.

Richard successfully co-developed, and is managing and overseeing the current Building Program for the Burlingame School District. He has also assisted with the management of the Campbell Union High School District Program for over fifteen years. He is currently overseeing multiple projects for the Mountain View Whisman School District, totaling more than \$50M in construction.

Richard has vast experience in dealing with the many agencies that are involved in public projects, and has developed a good working relationship with various government agencies throughout the Bay Area.

#### Education

Bachelor of Arts: Architecture,  
University of California, Berkeley

#### Registration and Affiliations

Licensed Architect in California C24686  
Issue Date: 11/23/1993

LEED GA

#### Professional Memberships

Congress for New Urbanism  
Coalition for Adequate School Housing (CASH)  
City of Burlingame, Planning Commissioner  
Member of Downtown Burlingame Citizens Advisory Committee

#### References

Julio Lucas  
Senior Manager of Bond Program  
East Side Union High School District  
p: 408.347.5102

Tim Ryan  
Director of Facilities, Retired  
Burlingame School District  
p: 415.299.3816

#### Experience

- **20 years of Professional Experience in Architecture, including Project Design, Project Management and Program Management**
- **Specialization in K-12 Public School Design and Construction Administration in California. Personally designed over half a million square feet of classroom modernizations in the past 15 years alone**
- **Developed and implemented Logistics Program for multiple project, multi-million dollar, public school building program for the Campbell Union High School District, San Jose, CA**
- **Currently managing the multi-million dollar, multiple project Program for the Burlingame School District, Burlingame, CA**

#### Notable Projects

- **Independence High School Modernization of Buildings G, H and L**  
Modernization of existing Classrooms for Alternative School (Charter) Programs at existing Campus
- **Vargas Elementary School New Campus**  
New Construction for re-emerging neighborhood K-5 Elementary School
- **Stevenson Elementary School Entire Site Reconstruction**  
Re-building of the entire School - removing portable classrooms and an undersized Library, and providing a new standard Multiuse Room Facility
- **Theuerkauf Elementary School Alterations & Addition**  
Interior and exterior alterations to Classrooms, Administration Offices, Student and Staff Restrooms, the Multi-use Room and the serving Kitchen



## Alicia Ader

### Project Manager / Production

Alicia has four years of experience working in Public School Construction. She received her Bachelor of Architecture from the University of Nevada, Las Vegas and a Masters of Architecture from Massachusetts College of Art and Design. She is an expert in construction and design documentation and construction administration methods.

Alicia was raised in Silicon Valley, attending public schools in the Cupertino Union School District and the Fremont Union High School District, and is very familiar with life on the San Francisco Peninsula.

For these projects, Alicia will be assisting with production and consultant coordination. As projects move towards fruition, she will oversee construction drawings, agency approvals, and construction administration.

### Education

Bachelor of Architecture  
University of Nevada, Las Vegas

Master of Architecture  
Massachusetts College of Art and Design

### Reference:

Tim Ryan  
Director of Facilities, Retired  
Burlingame School District  
p: 415.299.3816

Dwight Ortmann  
President  
Beals Martin, Inc.  
p: 650.207.9027

### Experience

- **Vargas Elementary School New Campus**  
New Construction for re-emerging neighborhood K-5 Elementary School
- **Stevenson Elementary School New Campus**  
Managed Construction Documents and is overseeing construction for new \$20M Elementary School Campus
- **Burlingame Intermediate School Library / Science Building Modernization**  
Managing production for \$4M renovation of Library and Science Classrooms
- **Burlingame School District Measures M & O Program Management**  
Assisting with Program Management for Measure M's \$56M in Bond Projects and Measure O's additional \$97M Bond Program



## Underwood and Rosenbloom

### Civil Engineers

#### Company Profile

Based in San Jose, Underwood & Rosenbloom, Inc. (U&R) is a full service land planning, civil engineering, and land surveying company providing engineering and survey services for:

- **Site development assessments, planning and design**
- **Grading, paving, and utility design**
- **Parking lots, drop-off zones, bus stops, driveways, and loading areas**
- **Athletic fields, running tracks, tennis courts, and playgrounds facilities**
- **Modular building design and construction**
- **ADA Accessible path of travel upgrades, ramps and walkways**
- **Fire water service, fire hydrants, fire access roads**
- **Storm water, sanitary sewage, water supply utility infrastructure**
- **Storm water pollution prevention and best management plans**
- **Asphalt pavement condition assessment and rehabilitation plans**
- **Aerial surveys, topographic surveys, utility surveys, boundary surveys, and construction staking surveys**

#### Education

B.S. Civil Engineering  
Cal Poly State University, San Luis Obispo

#### Registration and Affiliations

California Professional Civil  
Engineer No. 42857

California Professional Land  
Surveyor No. 6395

#### Professional Memberships

American Society of Civil Engineers (ASCE)  
American Public Works Association (APWA)

California Land Surveyors Association  
(CLSA)

Coalition for Adequate School Housing  
(CASH)

California Association of School Business  
Officials (CASBO)

## Frank Rosenblum

### Principal

Mr. Rosenblum brings more than 30 years of experience in civil engineering design and land surveying. With thousands of school projects in more than 50 California school districts, his expertise remains unmatched in the areas of school facilities planning, design, and rehabilitation. He has conducted seminars and workshops to school district officials throughout California on the subject of School Traffic Safety and passenger drop-off facility design. Mr. Rosenblum is regarded as a highly competent, knowledgeable and ethical leader, advisor, and consultant among the many engineers, architects, developers, contractors, facility managers, property owners, public officials, and attorneys that have worked with him. He has been retained numerous times to provide expert testimonials in land surveying and civil engineering cases involving schools and private development in California.

#### Experience

- **Campbell Unified School District**
- **Castro Valley Unified School District**
- **Cupertino School District**
- **East Side Union High School District**
- **Fremont Unified School District**
- **Mountain View Whisman School District**



## AEC

### Electrical Engineers

#### Company Profile

Alliance Engineering Consultants, Inc. is an electrical engineering firm headquartered in Santa Clara, California. The firm provides a broad range of electrical engineering services for projects in educational, medical, detention, commercial, government facilities, high tech, electronics, aerospace, biotechnology, pharmaceutical, transportation, infrastructure, parks, streetscapes, utilities, and other technical related industries.

The firm has the capabilities and experience to engineer and design site electrical and communications systems, medium and low voltage power distribution systems, interior and exterior lighting and control systems, emergency power generation and distribution, energy management and control systems, life safety, security and communications systems, and electric utility systems.

Alliance Engineering Consultants, Inc. has established an excellent record of performance in providing cost effective professional services of the highest quality and completing each project efficiently and timely. Our excellent record of performance is evidenced by the high percentage of work from our repeat clients. The firm has a diversified client base.

#### Education

Bachelor of Science  
Purdue University

#### Registration and Affiliations

Electrical Engineer  
CA No. 11537

Member of IEEE, IES, NFPA, US-GBC  
and BICSI

## Kenneth Ngai, PE, LEED AP

### Principal

Kenneth Ngai has thirty years of broad experience in management, engineering, design and construction supervision of electrical systems for educational, institutional, high technology, R&D, industrial, clean rooms and laboratories, government, transportation, infrastructure, electric utilities, sport facilities, parks, streetscapes, and commercial projects.

#### Experience

- **Vargas Elementary School New Campus**  
Mountain View Whisman School District
- **Theuerkauf Elementary School Additions & Alterations**  
Mountain View Whisman School District
- **Mount Pleasant High School Modernization, Buildings 300, 400 & 500**  
East Side Union High School District
- **Newark Memorial High School, New Student Events Center & Gymnasium**  
Newark Unified School District
- **Sir Francis Drake HS Modernization**  
Tamalpais Union High School District
- **District-wide Electrical & Low Voltage Upgrade**  
Jefferson Union School District





## Callander Associates

### Landscape Architecture

#### Company Profile

Callander Associates is a private landscape architecture, urban design and planning firm with offices located in Burlingame, San Jose, and Gold River. Founded in 1973, the firm provides consultation, public outreach, master planning, design studies, preliminary plans, planting palette design, construction documents, specifications, cost estimating, and construction review services for streetscapes, urban plazas, transportation corridors, and other landscape architectural projects. Services have been provided to a wide range of public and private clients, other design professionals, and public agencies.

The firm works closely with design professionals and the community on public and private projects to facilitate creative and comprehensive design possibilities and to provide clients with integrated design services. These services include site planning and design, regulatory agency submittals and reviews and construction administration services. The firm consistently focuses on achieving realistic and economically responsible design solutions.

#### Education

B.S. Landscape Architecture  
University of California, Davis

#### Registration and Affiliations

Licensed Landscape Architect in California  
American Society of Landscape Architects (ASLA)

## Mark Slichter, Landscape Architect

### Principal

Mark Slichter has been providing public agencies, school districts, and other clients with an impressive array of design, project management and agency processing skills critical to the successful implementation of parks in the Bay Area. His park, recreation, public facilities, and waterfront projects at Callander Associates include neighborhood, community, and regional sites. While developing design alternatives sensitive to existing environmental conditions, Mark has maintained project schedules and responded creatively to the design program and project budget. His technical expertise in ADA and SWPPP compliance has proven extremely valuable to a growing list of public facility managers.

#### Experience

- **Mountain View Whisman School District**  
Campus entries, courtyards, pedestrian circulation and landscape enhancements at various Schools throughout the District
- **Burlingame School District**  
Elementary School Playground Improvements, New Turf Installation and Synthetic Turf Replacements throughout the District
- **East Side Union High School District**  
Baseball and Softball Field Improvements at (11) High Schools

**AGREEMENT FOR ARCHITECTURAL SERVICES  
BY AND BETWEEN  
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT AND  
DREILLING TERRONES ARCHITECTURE, INC. FOR  
VARGAS ES PARKING COVER PROJECT**

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**CERTIFICATES**

This Agreement for Architectural Services is made as of the 5th day of November 2020, between the **Mountain View Whisman School District**, a California public school district, ("**District**") and **Dreilling Terrones Architecture, Inc.**, a California corporation ("**Architect**") (individually a "**Party**" and collectively the "**Parties**"), for the following project ("**Project**"):

VARGAS ES PARKING COVER, located at Vargas Elementary School (220 North Whisman Road Mountain View) as further described in the Project Scope attached hereto as **Exhibit A**.

The Project may include multiple components. Any one of the components or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining component(s). The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). Architect shall invoice for each component separately and District shall compensate Architect for each component separately on a proportionate basis based on the level and scope of work completed for each component.

For and in consideration of the mutual covenants herein contained, the Parties agree as follows:

#### **Article 1. Definitions**

- 1.1. In addition to the definitions above, the following definitions for words and phrases shall apply when used in this Agreement, including all Exhibits:
  - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
  - 1.1.2. **Architect:** The architect listed in the first paragraph of this Agreement, including all Consultants to the Architect, although there is no contractual relationship between the District and any Consultants employed by the Architect under terms of this Agreement.
  - 1.1.3. **As-Built Drawings ("As-BUILTS"):** Any document prepared and submitted by District's contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by change orders.
  - 1.1.4. **Bid Set:** The plans, drawings, and specifications at the end of the Construction Documents Phase that DSA has approved and that the District can use to go out to bid for construction of the Project.
  - 1.1.5. **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated into the Conforming Set and for which DSA approval is required.
  - 1.1.6. **Construction Cost Budget:** The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget is sometimes colloquially referred to as "hard costs" and does not include the compensation of the Architect and Consultants, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
  - 1.1.7. **Consultant(s):** Any and all consultant(s), subconsultant(s), subcontractor(s), or agent(s) to the Architect. Nothing in this Agreement shall create any contractual relationship between the District and any Consultants employed by the Architect under terms of this Agreement.

- 1.1.8. **Day(s)**: Unless otherwise designated, “day(s)” means calendar day(s).
- 1.1.9. **District**: The **Mountain View Whisman School District**.
- 1.1.10. **DSA**: The Division of the State Architect.
- 1.1.11. **Project Budget**: The total amount indicated by the District for the entire Project plus all other costs, including design, construction, administration, financing, and all other costs. The Project Budget is sometimes colloquially referred to as the “hard costs” and the “soft costs.”
- 1.1.12. **Record Drawings**: A final set of drawings prepared by the Architect based upon marked-up prints, drawings, and other data furnished to Architect by Contractor that incorporates all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.13. **Service(s)**: All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.14. **Visually Verify**: To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

## **Article 2. Scope, Responsibilities, and Services of Architect**

- 2.1. Architect shall render the Services as described in **Exhibit A**, commencing with receipt of a written Notice to Proceed signed by the District representative. Architect’s Services will be completed in accordance with the schedule attached as **Exhibit C**.
- 2.2. Architect’s Services hereunder shall be provided in conjunction with contracts between the District and other Project participants including the Contractor and the District’s construction manager, if one is retained by the District for the Project.
- 2.3. Architect and its Consultants shall provide Services for a Project: (i) using its professional skill and judgment; (ii) acting with due care and in accordance with respective applicable standards of care under California law for those providing similar services for projects of the size, scope and complexity of the Project for California school districts in or around the same geographic area of the District; (iii) the terms of this Agreement; and (iv) in accordance with said standards regarding application and interpretation of applicable law, code, rule or regulation at the time the Services are rendered (collectively, “Standard of Care”).
- 2.4. Architect recognizes that the District may obtain the services of a construction manager for this Project. The construction manager, if any, would be authorized to give Architect Services authorizations, and issue written approvals and Notices to Proceed on behalf of District. The District reserves the right to designate a different construction manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the construction manager, unless that task indicates it shall be performed by the governing board of the District.
- 2.5. Architect shall provide Services that comply with professional architectural standards and applicable requirements of federal, state, and local law including, without limitation:
  - 2.5.1. Uniform Building Code, latest addition, and the California Code of Regulations, Title 24, including amendments.

- 2.5.2. Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes.
- 2.5.3. Americans with Disabilities Act.
- 2.5.4. Education Code of the State of California.
- 2.5.5. Government Code of the State of California.
- 2.5.6. Labor Code of the State of California, division 2, part 7, Public Works and Public Agencies.
- 2.5.7. Public Contract Code of the State of California.
- 2.5.8. U. S. Copyright Act.
- 2.6. **Storm Water.** Architect, through its Consultant(s), shall be the District's Qualified Storm Water Developer (QSD) and shall prepare all documents necessary for the District to be in compliance with the current Construction General Permit (CGP) of the State Water Resources Control Board.
- 2.7. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of its Services on the Project including, but not limited to, architects, mechanical, electrical, structural, fire protection, civil engineers, landscape architects, food service, low voltage, data, and telephone Consultants, and interior designers, and cost estimation providers, licensed as required by applicable law. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject the Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant(s) employed by the Architect under terms of the Agreement.
- 2.8. Architect shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.
- 2.9. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, California Department of Education (CDE), the Office of Public School Construction (OPSC), the Department of General Services (DGS), DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety, State Fire Marshal, County and City Health Inspectors and any regulatory office or agency that has authority for review and supervision of school district construction projects.
  - 2.9.1. **Architect acknowledges the provisions in Exhibit A during the Construction Administration Phase entitled "Duty to Timely Respond to DSA Inquiries."**
- 2.10. Architect shall provide Services required to obtain local agencies' approval for off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.11. Architect shall coordinate with the District's DSA Project Inspector(s).
- 2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.13. Architect shall coordinate and integrate its work with any of the following information and/or

services as provided by District:

- 2.13.1. Ground contamination or hazardous material analysis.
- 2.13.2. Any asbestos and/or lead testing, design or abatement.
- 2.13.3. Compliance with the California Environmental Quality Act ("CEQA"). Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District. If the District and/or its CEQA consultant does not provide mitigation measures to the Architect when reasonably required for incorporation into the Project design, the Architect may invoice the District for the work required to incorporate those mitigation measures as Extra Services.
- 2.13.4. Historical significance report.
- 2.13.5. Soils investigation.
- 2.13.6. Geotechnical hazard report, except as indicated in **Exhibit A**.
- 2.13.7. Topographic surveys of existing conditions.
- 2.13.8. State and local agency permit fees.
- 2.13.9. Commissioning Agent and Reports.
- 2.13.10. Testing and Inspection.

**Article 3. Architect Staff**

- 3.1. The Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. The Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Architect's Principals:	Architect's Consultants:
Principal in Charge: Richard Terrones Project Manager: Alicia Adler Project Architect(s): TBD, as needed Other: Other: Other: Other:	Electrical: Ken Ngai, Alliance Engineering Consultants Mechanical: NA Structural: NA Civil: Frank Rosenblum, Underwood & Rosenblum Landscape: Mark Slichter, Callander Associates Food Service: NA Acoustics: NA Estimating: Other: Other:

- 3.3. All proposed Consultants and any Architect Consultants are subject to review and acceptance by the District prior to commencing work on the project. The District's review and approval of any replacement Consultant is required prior to commencing work on the Project. The District reserves

the right to replace any consultant in the best interest of the Project.

- 3.4. The Architect shall not change any of the key personnel listed above without prior notice to and written approval by District, unless said personnel cease to be employed by Architect. In either case, District shall be allowed to interview and approve replacement personnel.
- 3.5. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Architect shall have five (5) days to remove that person from the Project and replace that person with personnel acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and shall be subject to all conditions previously stated in this paragraph.
- 3.6. Architect represents that the Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of the Services and that no person having any such interest shall be employed by Architect.
- 3.7. Architect shall comply with Education Code section 17302(a) and agrees that any plans, specifications and/or included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

#### **Article 4. Schedule of Services / Term**

- 4.1. The Architect shall commence Services under this Agreement upon receipt of a Notice to Proceed and shall perform the Services diligently as described in Exhibit A, so as to proceed with and complete the Services in compliance with the schedule in Exhibit C. Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's and/or its consultant(s)' reasonable control.
- 4.2. **Term.** The Architect shall commence providing Services upon the execution of this Agreement and will diligently perform as required and continue performance until the Project is completed ("**Term**") or the Agreement is terminated as indicated herein, whichever is earlier. The Term is further detailed in the schedule in **Exhibit C**. The Parties agree that if this Agreement is in any way voided by an action based on Education Code section 17596, to the extent permitted by applicable law, the Parties will enter into and approve subsequent agreement(s), addenda, or amendment(s) for terms of up to 5 years each and under the same terms and conditions of this Agreement. The Architect is not due any additional compensation or Fee if the Term is longer than indicated herein and acknowledges that its Fee is based on the Architect performing the Services and all tasks within the Services and not based on the length of time to perform those Services or for the design or construction of the Project. The Architect's Fee is as indicated herein and in **Exhibit D**.

#### **Article 5. Construction Cost Budget**

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with the **Exhibit A**, the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and the construction manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit A**, including all plans, designs, drawings, specifications and other construction documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. The Architect shall maintain cost controls throughout the Project to

deliver the Project within the Construction Cost Budget.

5.3. The District is relying on the Architect's expertise regarding the cost of construction. If any of the following events occur:

- The lowest responsive base bid received exceeds the Construction Cost Budget by ten percent (10%) or more; or
- The combined total of base bid and all additive alternates is ten percent (10%) or more below the Construction Cost Budget; or
- The Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy;

Then the District, in its sole discretion, has one or a combination of the following alternatives:

- 5.3.1. Give the Architect written approval on an agreed adjustment to the Construction Cost Budget.
- 5.3.2. Authorize the Architect to assist the District to re-negotiate, when appropriate, and/or participate in re-bidding or requesting new proposals for the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
- 5.3.3. Terminate this Agreement if the Project is abandoned, without further obligation by either Party.
- 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District. The modification of Construction Documents shall be the limit of the Architect's responsibility arising out of the establishment of a Construction Cost Budget. All other obligations of the Architect, including construction administration services, remain as stated in the Agreement.

## **Article 6. Fee and Method of Payment**

- 6.1. The Fee is as defined in **Exhibit D**. District shall pay Architect the Fee pursuant to the provisions of **Exhibit D**.
- 6.2. Architect shall bill its work under this Agreement in accordance with **Exhibit D**.
- 6.3. No increase in Fee will be due from change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.4. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit D**.
- 6.5. Regardless of the structure of Architect's Fee, the Architect's Fee will be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement. District shall pay for Services authorized and performed prior to the notice to Architect of a reduction



as indicated here.

#### **Article 7. Payment for Extra Services or Changes**

District-authorized services outside of the scope in **Exhibit A** or District-authorized reimbursables not included in Architect's fee are "Extra Services." Any charges for Extra Services shall be paid by the District as described in **Exhibit B** only upon certification that the claimed Extra Services was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the District or the District's authorized representative, the District will not be obligated to pay for that service. The foregoing provision notwithstanding, the District will pay the Architect as described in **Exhibit "B"** for Extra Services that the District or the District's authorized representative verbally requests, provided that the Architect confirms each request in writing pursuant to the notice requirements of this Agreement, provides the District the opportunity to rescind or otherwise clarify the nature and/or scope of the request after receipt of notice, and Architect proceeds with those Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

#### **Article 8. Ownership of Data**

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for District to use, at its discretion, all plans, including, but not limited to, record drawings, specifications, and estimates that the Architect or its Consultants, prepares or causes to be prepared pursuant to this Agreement.
- 8.2. The Architect retains all rights to all copyrights, designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that the Architect or its Consultants prepares or causes to be prepared pursuant to this Agreement.
- 8.3. The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting (CADD) (e.g., AutoCAD) Technology. The Architect shall deliver to the District, on request, a "thumb" drive or other District-approved media, electronic transfer or weblink, with these documents and that is compatible with the most current version of AutoCAD. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4. In order to evidence what CADD information was provided to the District, Architect and District shall each sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by any person other than the Architect or Consultant(s) subsequent to it being provided to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, the Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service") in an electronic format requested by District and which the District shall have the right to utilize in any way permitted by statute:
  - 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
  - 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.

- 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF and/or DWG format of the site plan, floor plans (architectural, plumbing, structural mechanical and electrical), roof plan, sections and exterior elevations of the Project.
- 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
- 8.6. In the event the District changes or uses any fully or partially completed documents without the Architect's knowledge and participation, the District agrees to release Architect of responsibility for those changes, and shall indemnify the Architect harmless from and against any and all claims, including, but not limited to, reasonable attorneys' fees, on account of any damages or losses to property or persons, including injuries or death, arising out of that change or use except to the extent the Architect is found to be liable in a forum of competent jurisdiction. In the event District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify the Architect and the Architect's Consultants.

#### **Article 9. Termination of Agreement**

- 9.1. If Architect fails to perform the Services to the reasonable satisfaction of the District and as required by this Agreement, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice District for all Services performed until the date of the notice of termination. District shall have the right to withhold payment and deduct from Architect's invoice, any amounts equal to District's costs caused by Architect's negligent errors or omissions, recklessness, or willful misconduct. The District may, at its discretion, provide the Architect time to cure its default or breach.
- 9.2. District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District according to the percentage completed based on Exhibit D and District shall pay all undisputed invoice(s) for Services performed until the date of District's written notice of termination, not to exceed the Fee.
- 9.3. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of the termination.
- 9.4. The Architect has the right to terminate this Agreement if the District fails to make payment of undisputed amounts due to Architect hereunder. That termination shall be effective on the date District receives written notice of the termination from Architect. Architect may invoice District according to the percentage completed based on Exhibit D and District shall pay all undisputed invoice(s) for Services performed until the Architect's notice of termination, not to exceed the Fee.
- 9.5. If, at any time in the progress of the Design of the Project, the governing board of the District determines that the Project should be terminated, the Architect, upon written notice from the District of a termination, shall immediately cease performing Services. The District shall pay the Architect only the fee associated with the Services performed, from Architect's last paid invoice up to the date of the notice of termination, not to exceed the Fee.
- 9.6. If the District suspends the Project for more than one hundred twenty (120) consecutive days, the

Architect shall be compensated for Services performed prior to the notice of suspension. When the Project is resumed, the schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. If the District suspends the Project for more than eighteen (18) months, the Architect may terminate this Agreement by giving written notice.

#### **Article 10. Architect Indemnity**

- 10.1. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify, protect, defend and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Architect, its directors, officials, officers, employees, contractors, subcontractors, Consultants or agents arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes Architect's liability as to the active or sole negligence or willful misconduct of the District.
- 10.2. The following shall be Claims, to the extent they satisfy the definition of Claims herein:
- 10.2.1. **The cost of Project delays.** Without limiting Architect's liability for indirect cost impacts due to Project delays, the direct costs for which the Architect shall be liable shall be proportionate to the amount the District is liable to the Project contractor(s), subcontractor(s), suppliers, inspector(s), construction manager(s) for the Project delays, including the proportionate cost of interim housing necessitated by Project delays, to the extent that the Project delays arise out of, pertain to, relate to or result from the negligent errors or omissions, recklessness, or willful misconduct of Architect in the performance of any Services that falls below the Standard of Care as defined herein.
- 10.2.2. **The cost of construction change orders for errors and omissions.** Without limiting Architect's liability for indirect cost impacts, the direct costs for which the Architect shall be liable shall equal the difference between the cost of the change order(s) and the reasonable cost of the work had that work been a part of the originally prepared construction documents, to the extent that the change order(s) arise out of, pertain to, relate to or result from the negligent errors or omissions, recklessness, or willful misconduct of Architect in the performance of any Services that falls below the Standard of Care as defined herein.
- These amounts may be paid by Architect to District or the District may in reasonable good faith withhold those costs from amounts owing to Architect, pending resolution of the dispute.
- 10.3. Architect's duty to indemnify and defend under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until any such Claim(s) are barred by the applicable statute of limitations and is in addition to any other rights or remedies that the District may have under the law or under this Agreement.
- 10.4. The Architect's duty to defend shall begin upon the District's notification to the Architect of a Claim. At that time, the Architect shall pay for that defense at its sole cost. At the resolution of a Claim, either by dispute resolution, settlement, litigation, arbitration or otherwise, the District and Architect shall base their proportionate percentage of fault for the Claim either upon (1) the determination of a third-party neutral that adjudicated or settled the claim (e.g., a mediator, an arbitrator, a judge, etc.)

or (2) if no determination was made, based on a good faith determination of the District and the Architect. At that time the Parties shall determine the cost to defend that is chargeable to the Architect and a payment from one Party to the other Party shall be made within sixty (60) days to satisfy that reconciliation.

**Article 11. Mandatory Mediation for Claims**

- 11.1. The Parties hereto agree prior to commencing any legal action relating to any Claim, as defined herein, to submit the Claim to a mandatory good-faith mediation process ("Mediation"). The Parties' expectations are that if the Claim is made by a third party (e.g., a contractor), that the third party will be a participant in that Mediation. The Parties agree that any statute of limitations applicable to any Claim shall be tolled for the period from the date a Party requests Mediation through fourteen (14) days after termination of the Mediation, unless otherwise agreed to by the Parties.
- 11.2. Except as set forth below, the Parties agree to refrain from filing, maintaining or prosecuting any action related to the Claim during the pendency of the Mediation provided that the Mediation must commence within thirty (30) days after a Party makes written demand to the other for Mediation.
- 11.3. The Parties shall participate in a minimum of one full-day mediation session before the Mediation may be declared unsuccessful and terminated by either Party. The Mediation shall be conducted in accordance with the rules as the Parties agree upon, or in the absence of agreement, in accordance with the Commercial Mediation Rules of JAMS/Endispute. Evidence of anything said, any admissions made, and any documents prepared in the course of the Mediation shall not be admissible in evidence or subject to discovery in any court action pursuant to Evidence Code Section 1152.5.
- 11.4. The Parties shall mutually agree to the selection of a mediator who is an attorney that is experienced in public works construction claims. If the Parties are unable to agree upon a mediator, then the mediator shall be appointed by JAMS/Endispute.
- 11.5. The Mediation shall take place at a location within twenty (20) miles of the District's administrative office. The mediator's fees and administrative fees, if any, shall be split equally between the Parties, but, unless otherwise agreed to in writing, each Party shall bear its own attorney's fees.
- 11.6. If any Party commences a legal action without first attempting to resolve the Claim as required by this Article 11, that Party shall be in breach of this Agreement and shall not be entitled to recover attorney's fees that might have otherwise been recoverable.
- 11.7. This mandatory mediation process shall only apply to Claims pursuant to the Architect Indemnity provision herein and shall not apply to any disputes to be resolved pursuant to the Alternative Dispute Resolution provision herein.

**Article 12. Fingerprinting**

Architect has read and understands Education Code section 45125.2 and acknowledges that, according thereto, the Parties have determined and agreed that the Services provided by the Architect, Consultants, and their employees will have only limited contact with pupils at most. Architect agrees that it is responsible for complying with Education Code section 45125.1 throughout the completion of the Services. Architect shall promptly notify District in writing of any facts or circumstances which might reasonably lead District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).

**Article 13. Responsibilities of the District**

- 13.1. The District shall examine the documents submitted by the Architect and shall render any decision(s) required of District, in a timely manner to avoid unreasonable delay in the performance of Architect's Services.
- 13.2. The District shall verbally or in writing advise the Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide a notice shall not relieve Architect of its responsibility therefore, if any.
- 13.3. Unless the District and the Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when those services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to these matters which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall indicate that the specifications prepared by District's consultant relating to these matters, are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The bid documents shall also direct questions about the specifications to the consultant that prepared the specifications.
- 13.4. District personnel and/or its designated representatives shall coordinate with Architect as may be requested and beneficial for the coordination or management of work related to the Project.
- 13.5. The District shall timely provide to the Architect all relevant information in its possession regarding the Project that is necessary for performance of Architect's Services.
- 13.6. The District shall pay all fees required by agencies having jurisdiction over the Project.

**Article 14. Liability of District**

- 14.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed.
- 14.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees and Consultants, even though the equipment may be furnished or loaned to Architect by District.

**Article 15. Nondiscrimination**

- 15.1. Architect agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected characteristic of a person.
- 15.2. Architect shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.

**Article 16. Insurance**

- 16.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit E**.
- 16.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit E**.

**Article 17. Covenant Against Contingent Fees**

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Fee or consideration or to recover the full amount of a fee, commission, percentage fee, gift, or contingency.

**Article 18. Entire Agreement/Modification**

- 18.1. This Agreement, including the Exhibits incorporated by reference into this Agreement, is considered a completely integrated agreement, supersedes all previous contracts or agreements of any kind, oral or written, and constitutes the entire understanding an agreement of the Parties hereto. No extrinsic evidence of any kind or character may be admitted to alter or amend the terms of this completely integrated agreement, unless evidenced by an amendment to the Agreement as provided for herein. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement.
- 18.2. This Agreement shall not include or incorporate the terms of any proposal, general conditions, conditions, master agreement, or any other terms or documents prepared by the Architect. The attachment of any Architect-prepared document to this Agreement shall not be interpreted or construed to incorporate those terms into this Agreement, unless the District approves of that incorporation in a separate writing signed by the District. If proposals, quotes, statement of qualifications, or other similar documents prepared by the Architect are incorporated into this Agreement, then that incorporation shall be limited to those terms that describe only the Architect's scope of work, rates, price, and schedule.

**Article 19. Non-Assignment of Agreement**

This Agreement is intended to secure the specialized Services of the Architect. Therefore, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any purported assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any purported assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void.

**Article 20. Law, Venue**

- 20.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and

governed by the laws of the State of California.

- 20.2. The county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

## **Article 21. Alternative Dispute Resolution**

### **21.1. Architect's Invoices.**

21.1.1. If the District disapproves of any portion or amount(s) of the Architect's invoices, the District shall within thirty (30) days of receipt by the District of any of the Architect's invoices, communicate to the Architect in writing, with reasonable detail, the portion or amount of the Architect's invoices that are disapproved for payment, the portion or amount of the Architect's invoices that are approved for payment, and the basis for the District's disapproval of the disputed portion(s) or amount(s) of the Architect's invoices ("Disputed Architect Invoice Detail").

21.1.2. If the Architect disagrees with the Disputed Architect Invoice Detail, the Architect shall communicate to the District in writing, and request to meet and confer in good faith with respect to the Disputed Architect Invoice Detail, to determine if the disagreement can be resolved. The meet and confer shall be scheduled to occur within thirty (30) days of Architect's request. The meet and confer shall include, but are not limited to, face-to-face meeting(s) with the appropriate District and Architect personnel as appropriate and necessary.

21.1.3. If the Parties cannot resolve the matter during this meet and confer process, the Parties shall handle the matter as a "dispute" as provided herein.

21.2. Disputes between the parties arising out of this Agreement shall be resolved by the following processes:

21.2.1. **Negotiation.** The parties shall first attempt in good faith to resolve any dispute arising out of or relating to this Agreement by negotiation. The Parties' meet and confer process for Disputed Architect Invoice Detail as detailed above, shall satisfy this negotiation requirement.

21.2.2. **Mediation.** Within thirty (30) days following the earlier of receipt of notice by one Party from the other Party of a demand for mediation, the Parties shall:

21.2.2.1. Administer the dispute pursuant to the Mandatory Mediation provisions indicated herein, or

21.2.2.2. If there are no other parties involved, administer the dispute pursuant to non-binding mediation administered in accordance with the Commercial Mediation Rules of JAMS/Endispute, unless waived by mutual stipulation of both Parties.

21.2.3. **Litigation.** Disputes arising from this Agreement that cannot be settled through negotiation or mediation (after those processes have been exhausted) shall be litigated in the California Superior Court in the county in which the Project that is the subject of this Agreement is located.

21.3. Architect shall neither rescind nor stop the performance of its Services pending the outcome of any dispute.

## **Article 22. Severability**

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

## **Article 23. Employment Status**

- 23.1. Architect shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which the Architect performs the Services; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 23.2. Architect understands and agrees that the Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 23.3. Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.
- 23.4. Should a relevant taxing authority determine a liability for Services performed by Architect for District, upon notification of such fact by District, Architect shall promptly remit such amount due or arrange with District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against that liability).
- 23.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect was not an employee.
- 23.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

## **Article 24. Warranty and Certification of Architect**

- 24.1. Architect warrants and certifies that the Architect is properly certified and licensed under the laws and regulations of the State of California to provide the Services that it has agreed to perform.
- 24.2. Architect warrants and certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-



insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services.

- 24.3. Architect warrants and certifies that it is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). Since the Architect is performing Services as part of an applicable “public works” or “maintenance” project, and since the total compensation is One Thousand Dollars (\$1,000) or more, the Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all applicable Prevailing Wage Laws. Architect shall ensure that it and its Consultants comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5.

**Article 25. Cost Disclosure - Documents and Written Reports**

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Agreement exceeds Five Thousand Dollars (\$5,000).

**Article 26. Notices and Communications**

Notices and communications between the Parties may be sent to the following addresses:

**District:**

Mountain View Whisman School District  
1400 Montecito Ave.  
Mountain View, CA 94043  
ATTN: Ayinde Rudolph  
Telephone: 650-526-8907

**Architect:**

Dreilling Terrones Architecture  
1103 Juanita Avenue  
Burlingame, CA 94010  
Attn: Richard Terrones  
Telephone: 650-696-1200

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the day after delivery.

**Article 27. Disabled Veteran Business Enterprise Participation**

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the “Act”). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, the Architect, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount paid to DVBEs in conjunction with the Agreement, and documentation demonstrating the Architect’s good faith efforts to meet these DVBE goals.

**Article 28. District’s Right to Audit**

- 28.1. District retains the right to review and audit, and the reasonable right of access to Architect’s and any Consultant’s premises to review and audit the Architect’s compliance with the provisions of this Agreement (“District’s Audit Right”). The District’s Audit Right includes the right to inspect, photocopy, and to retain copies, outside of the Architect’s premises, of any and all Project-related records, documents and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

- 28.2. The District's Audit Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines are necessary to discover and verify that the Architect is in compliance with the requirements of this Agreement.
- 28.3. If there is a claim for additional compensation or for Extra Services, the District's Audit Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 28.4. The Architect shall maintain complete and accurate records for a minimum of seven (7) years and in accordance with generally accepted accounting practices in the industry. The Architect shall make available to the District for review and audit, all Project related accounting records and documents, and any other financial data. Upon District's request, the Architect shall submit exact duplicates of originals of all requested records to the District.
- 28.5. The Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that this Article is binding upon all Consultants.
- 28.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related documents, records and information.
- 28.7. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of more than Ten Thousand Dollars (\$10,000), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of the District, or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement.

#### **Article 29. Other Provisions**

- 29.1. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Architect's failure to perform any of the Services to the Standard of Care as defined herein.
- 29.2. Each Party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each Party acknowledges that the drafting of this Agreement was the product of negotiation, that no Party is the author of this Agreement, and that this Agreement shall not be construed against any Party as the drafter of the Agreement.
- 29.3. The Architect shall issue a credit to the District as an offset to the Architect's Fee, an amount equal to fifty percent (50%) of the actual tax benefit derived by the Architect or its shareholders based on the Project per Internal Revenue Code Section 179(D) (The energy efficient commercial buildings deduction).
- 29.4. The Architect acknowledges that the District is a public agency that is subject to heightened curiosity by the news media and the public and that the Architect may not be apprised of all facts surrounding the Project that Architect is working on. Accordingly, Architect shall promptly refer all inquiries from the news media or public concerning this Agreement or its performance under the Agreement to the District, and Architect shall not make any statements or disclose any documents to the media or the public relating to the performance under this Agreement or the effects caused thereby. If Architect

receives a complaint from a citizen or member of the public concerning the performance or effects of this Agreement, it shall promptly inform the District of that complaint. In its sole discretion, the District shall determine the appropriate response to the complaint.

- 29.5. **Confidentiality.** Architect, and its Consultants, and employee(s) shall maintain the confidentiality of all information received in the course of performing the Services. Architect understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 29.6. All Exhibits and all Certificates attached hereto are hereby incorporated by this reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

Dated: \_\_\_\_\_, 20\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_

**Mountain View Whisman School District**

**Dreilling Terrones Architecture, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

**EXHIBIT A  
RESPONSIBILITIES AND SERVICES OF ARCHITECT  
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**Project Description.** The Project shall include the design of the following at Vargas Elementary School (“**School Site(s)**”):

- Demolition of existing parking lot surfacing
- Selection of DSA pre-checked steel shade or carport structure
- Replace and/or run new electrical lines as necessary to achieve design intent
- Immediate surrounding site repair / alterations
- Provide drawings and details indicating areas of work
- Provide Civil Engineer, Electrical Engineer and Landscape Architect coordinated drawings.

Architect shall provide all professional services necessary for completing the following:

**1. BASIC SERVICES**

Architect agrees to provide the services described below:

- 1.1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all Master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services.
- 1.2. The District shall provide all information available to it to the extent the information relates to Architect’s scope of work. This information shall include, if available;
  - 1.2.1. Physical characteristics;
  - 1.2.2. Legal limitations and utility locations for the Project site(s);
  - 1.2.3. Written legal description(s) of the Project site(s);
  - 1.2.4. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
  - 1.2.5. Adjacent drainage;
  - 1.2.6. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
  - 1.2.7. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;

- 1.2.8. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
- 1.2.9. Surveys, reports, as-built drawings; and
- 1.2.10. Subsoil data, chemical data, and other data logs of borings.

Architect shall Visually Verify this information and all existing utilities related to the Project, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design or if the Architect requires a topographical survey; geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, the Architect shall request that the District acquire that information at the soonest possible time after Architect becomes aware that this additional information is needed. If the Parties mutually agree, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

- 1.3. **Technology Backbone.** Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with the District's Information Technology Department and/or the District's technology consultant, and lay out any included technology backbone system. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. Architect and consultant(s) shall prepare and be responsible for documents prepared by the Architect based on the information provided by the District's technology consultant as appropriate to the level of design completion.

- 1.4. **Interior Design.** Provide interior design and other similar services required for or in connection with selection and color coordination of materials. Architect is required to coordinate the placement of furniture, equipment layout, or schematic space allocation. The District shall procure furnishings and moveable equipment. Advise the District on lead times and availability of all Project equipment, materials, supplies, and furnishings to ensure that all of these will be available to the District in a timely fashion so as to not delay the Project and/or delay the District's beneficial occupancy of the Project.

- 1.5. **Mandatory Assistance**

Except for Claims as defined in this Agreement, if a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

The District will compensate the Architect for fees incurred for providing Mandatory Assistance as Extra Services under Exhibit B. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the negligent acts, errors, or omissions of the Architect, its agents,

officers, and employees, the Architect shall reimburse the District based on its final determined percentage of proportionate fault. The determination of Architect's proportionate percentage of fault shall be determined consistent with the procedure set forth in the "Architect Indemnity" provisions of this Agreement. The District is then entitled to reimbursement of all fees paid to the Architect, its agents, officers, and employees for Mandatory Assistance.

#### 1.6. **Oversight and Inspection Requirements**

- 1.6.1. The Architect agrees and acknowledges that the Architect must comply with all applicable DSA requirements, including the requirements of the most recent versions (including any updates to any of these documents made by DSA during the performance of the Services) of DSA documents PR 13-01 (Procedure: Construction Oversight Process) attached hereto as **Exhibit F ("PR 13-01")**, IR A-6 (Interpretation of Regulations: Construction Change Document Submittal and Approval Process) attached hereto as **Exhibit G ("IR A-6")**, DSA Form 3 (Project Submittal Checklist) attached hereto as **Exhibit H ("Form 3")**, and all other applicable documents and requirements.
- 1.6.2. **Distribution of CCD Category A Documents:** The Architect shall provide the Contractor and Project Inspector with DSA approved CCD Category A prior to commencement of work shown thereon.
- 1.6.3. **CCD Category A Statement in Final Verified Report.** The final verified report (form DSA-6A/E) from the Architect must include a statement that all changes to or affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project have been approved by DSA.

## 2. **PRE-DESIGN AND START-UP SERVICES**

### 2.1. **Project Initiation**

Upon final execution of the Agreement with the District, the Architect shall:

- 2.1.1. Within the first week following execution of the Agreement, review the proposed Schedule of Work set forth in Exhibit C to the Agreement and prepare a detailed scope of work list and work plan for documentation in a computer-generated Project schedule to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for the review and approval by the District and by all regulatory agencies and additional definition of deliverables.
- 2.1.2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

### 2.2. **Development of Architectural Program**

The Architect shall prepare for the District's review an architectural program as follows:

- 2.2.1. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data

pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.

- 2.2.2. Review DSA codes pertaining to the proposed Project design.
- 2.2.3. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- 2.2.4. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.
- 2.2.5. Administer Project as required to coordinate work with the District and between Consultants.
- 2.2.6. Construction Cost Budget
  - 2.2.6.1. Architect shall have responsibility to further develop review, and reconcile the Construction Cost Budget within the parameters of the Project Budget established in the District's implementation plan. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional architectural programs as approved by the District. The following conditions apply to the Construction Cost Budget prepared by the Architect:
    - 2.2.6.1.1. All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and its representatives.
    - 2.2.6.1.2. Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.
    - 2.2.6.1.3. Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.
    - 2.2.6.1.4. The Architect shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.
    - 2.2.6.1.5. One week prior to submittal of documents, the Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
    - 2.2.6.1.6. Mechanical, electrical, civil, landscape and estimating consultant(s) shall participate in the progress meeting as appropriate and shall

provide input and feedback into the development of the Construction Cost Budget.

- 2.2.6.2. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

### 2.3. **Presentation**

Architect along with any involved consultant(s) shall present and review with the District and, if directed, with it's the District's governing board, the summary and detail of work involved in this Phase, including two dimensional renderings of any proposed facility suitable for public presentation.

### 2.4. **Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one copy of each item in electronic format:

- 2.4.1. Two copies of Architectural Program (Include comparison between developed program and "model" program, include narrative explaining any substantial deviations);
- 2.4.2. Two copies of Site Plan;
- 2.4.3. Two copies of revised Construction Cost Budget;
- 2.4.4. Two copies of final Schedule of Work;
- 2.4.5. Two copies of meeting Reports/Minutes from Kick-off and other meetings;
- 2.4.6. Two copies of renderings provided to District for public presentation.

### 2.5. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

## 3. **SCHEMATIC DESIGN PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

- 3.1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
- 3.2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.



### **3.3. Architectural**

- 3.3.1. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
- 3.3.2. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
- 3.3.3. As applicable, identify proposed roof system, deck, insulation system and drainage technique.
- 3.3.4. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
- 3.3.5. Identify code requirements, include occupancy classification(s) and type of construction.

### **3.4. Structural**

- 3.4.1. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists); with preliminary sizing identified.
- 3.4.2. Identify foundation systems (including fill requirements, piles, caissons, spread footings); with preliminary sizing identified.

### **3.5. Mechanical**

- 3.5.1. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.
- 3.5.2. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- 3.5.3. Show selected system on drawings as follows:
  - 3.5.3.1. Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
  - 3.5.3.2. Location and preliminary sizing of all major equipment and duct work in allocated spaces.
  - 3.5.3.3. Schematic piping.
  - 3.5.3.4. Temperature control zoning.
- 3.5.4. Provide design criteria to include the intent base of design for the projects.
- 3.5.5. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

**3.6. Electrical**

- 3.6.1. Calculate overall approximate electrical loads.
- 3.6.2. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
- 3.6.3. Show system(s) selected on drawings as follows:
  - 3.6.3.1. Single line drawing(s) showing major distribution system.
  - 3.6.3.2. Location and preliminary sizing of all major electrical systems and components including:
    - 3.6.3.2.1. Load centers.
    - 3.6.3.2.2. Main panels.
    - 3.6.3.2.3. Switch gear.
- 3.6.4. Provide design criteria to include the intent base of design for the projects.
- 3.6.5. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

**3.7. Civil**

- 3.7.1. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- 3.7.2. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.
- 3.7.3. Coordinate finish floor elevations with architectural site plan.

**3.8. Landscape**

Develop and coordinate landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

**3.9. Specifications**

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents ("Division 0" documents) and Division 1 documents as part of its work under the Agreement.

**3.10. Construction Cost Budget**

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

3.10.1. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.

3.10.1.1. General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.

3.10.2. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.

3.10.3. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

3.10.4. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

3.10.5. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

3.10.6. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

### 3.11. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated and requested by District and School Site staff as necessary, conduct meetings, site visits, and workshops. Architect shall take part in any and all reasonably necessary meetings requested by District and School Site staff during the Schematic Design Phase.

### 3.12. **Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

3.12.1. Two copies of breakdown of Construction Cost Budget as prepared for this Phase;

3.12.2. Two copies of meeting Reports/Minutes;

3.12.3. Two copies of Schematic Design Package with alternatives;

3.12.4. Two copies of a statement indicating changes made to the Architectural Program and Schedule;

- 3.12.5. Two copies of DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

**3.13. Presentation**

- 3.13.1. Architect shall present and review with the District the detailed Schematic Design.
- 3.13.2. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

**3.14. District Sign Off**

- 3.14.1. Architect shall not begin Design Development Phase services until the District has approved of the Schematic Design Package in writing.

**4. DESIGN DEVELOPMENT PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare from the accepted deliverables from the Schematic Design Phase the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of work:

**4.1. Architectural**

- 4.1.1. Scaled, dimensioned floor plans with final room locations including all openings.
- 4.1.2. 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- 4.1.3. Identification of all fixed equipment to be installed in contract.
- 4.1.4. Site plan completely drawn with beginning notes and dimensions including grading and paving.
- 4.1.5. Preliminary development of details and large scale blow-ups.
- 4.1.6. Legend showing all symbols used on drawings.
- 4.1.7. Floor plans identifying all fixed and major movable equipment and furniture.
- 4.1.8. Further refinement of Outline Specification for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- 4.1.9. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
  - 4.1.9.1. Light fixtures.
  - 4.1.9.2. Ceiling registers or diffusers.
  - 4.1.9.3. Access Panels.

**4.2. Structural:**

- 4.2.1. Structural drawing with all major members located and sized.
- 4.2.2. Establish final building and floor elevations.
- 4.2.3. Preliminary specifications.
- 4.2.4. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

**4.3. Mechanical**

- 4.3.1. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
- 4.3.2. Major mechanical equipment should be scheduled indicating size and capacity.
- 4.3.3. Ductwork and piping should be substantially located and sized.
- 4.3.4. Devices in ceiling should be located.
- 4.3.5. Legend showing all symbols used on drawings.
- 4.3.6. More developed Outline Specifications indicating quality level and manufacture.
- 4.3.7. Control Systems to be identified.
- 4.3.8. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

**4.4. Electrical**

- 4.4.1. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.
- 4.4.2. All major electrical equipment should be scheduled indicating size and capacity.
- 4.4.3. Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.
- 4.4.4. Legend showing all symbols used on drawings.
- 4.4.5. More developed and detailed Outline Specifications indicating quality level and manufacture.
- 4.4.6. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

**4.5. Civil**

- 4.5.1. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.
- 4.5.2. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

**4.6. Landscape**

Further refinement of Schematic Design concepts. Includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

**4.7. Bid Documents**

Architect shall review and comment on District's construction bid contracts and contract documents ("Division 0" documents and "Division 1" documents) as part of its work under the Agreement.

**4.8. Construction Cost Budget**

- 4.8.1. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget:
- 4.8.2. Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups, and general conditions shall be listed separately.
- 4.8.3. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- 4.8.4. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- 4.8.5. At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

**4.9. Deliverables and Numbers of Copies**

- 4.9.1. Two copies of Design Development drawing set from all professional disciplines necessary to deliver the Project;
- 4.9.2. Two copies of Specifications;
- 4.9.3. Two copies of revised Construction Cost Budget;

- 4.9.4. Two copies of DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

**4.10. Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated and requested by District and School Site staff as necessary, conduct meetings, site visits, and workshops. Architect shall take part in any and all reasonably necessary meetings requested by District and School Site staff during the Design Development Phase.

**4.11. District Sign Off**

Architect shall not begin Design Development Phase services until the has approved the Design Development floor plan in writing.

**5. CONSTRUCTION DOCUMENTS PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work:

**5.1. Construction Documents ("CD") 50% Stage:**

**5.1.1. General**

Prior to listing any specific equipment, material, supply, or furnishing, Architect shall verify, list and identify lead times and availability of all Project equipment, materials, supplies, and furnishings and ensure that all of these will be available to the contractor(s) in a timely fashion so as to not delay the Project and/or delay the District's beneficial occupancy of the Project. The Architect shall also provide other options to the District regarding other possible and more available equipment, materials, supplies, or furnishings.

**5.1.2. Architectural**

5.1.2.1. Site plan developed to show building location, and major site elements.

5.1.2.2. Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.

5.1.2.3. Architectural details and large blow-ups started.

5.1.2.4. Well developed finish, door, and hardware schedules.

5.1.2.5. Fixed equipment details and identification started.

- 5.1.2.6. Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
- 5.1.3. Structural
  - 5.1.3.1. Structural floor plans and sections with detailing well advanced.
  - 5.1.3.2. Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
  - 5.1.3.3. Completed cover sheet with general notes, symbols and legends.
- 5.1.4. Mechanical
  - 5.1.4.1. Mechanical calculations virtually completed with all piping and ductwork sized.
  - 5.1.4.2. Large scale mechanical details started.
  - 5.1.4.3. Mechanical schedule for equipment substantially developed.
  - 5.1.4.4. Complete design of Emergency Management System (“EMS”).
- 5.1.5. Electrical
  - 5.1.5.1. Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.
  - 5.1.5.2. Distribution information on all power consuming equipment; lighting and device branch wiring development well started.
  - 5.1.5.3. All electrical equipment schedules started.
  - 5.1.5.4. Special system components approximately located on plans.
  - 5.1.5.5. Complete design of low voltage system. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.
- 5.1.6. Civil
  - 5.1.6.1. All site plans, site utilities, parking, walkway, and roadway systems updated to reflect update revisions from Design Development Phase Documents, including all topographical and major site elements and existing/proposed contour lines.
  - 5.1.6.2. Site utility plans started.
- 5.1.7. Landscape
  - All landscape, hardscape, and irrigation plans updated to reflect update revisions from Design Development Phase Documents.
- 5.1.8. Construction Cost Budget



5.1.8.1. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development Phase revisions to the Construction Cost Budget. Architect shall provide a Construction Cost Budget sorted by the Project Bid Packages.

5.1.8.2. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

5.1.8.3. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

5.1.8.4. At this stage of the design, the Construction Cost Budget may include design contingencies of no more than 5% in the cost estimates.

5.1.9. Specifications

More than fifty percent (50%) complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

5.1.9.1. No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

5.1.9.1.1. The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400, or

5.1.9.1.2. The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code, section 3400

5.1.9.2. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.

5.1.9.3. Specifications shall be in CSI format.

5.1.10. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

5.1.10.1. Two copies of reproducible copies of working drawings;

5.1.10.2. Two copies of specifications;

5.1.10.3. Two copies of statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

5.1.10.4. Two copies of a statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the

previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

**5.1.11. District Sign Off**

Architect shall not begin Construction Documents – 100% / Completion Stage services until the District has approved the then current fixtures, equipment, and finishes prepared by Architect in writing.

**5.2. Construction Documents – 100% / Completion Stage:**

**5.2.1. Architectural**

5.2.1.1. Completed site plan.

5.2.1.2. Completed floor plans, elevations, and sections.

5.2.1.3. Architectural details and large blow-ups completed.

5.2.1.4. Finish, door, and hardware schedules completed, including all details.

5.2.1.5. Fixed equipment details and identification completed.

5.2.1.6. Reflected ceiling plans completed.

**5.2.2. Structural**

5.2.2.1. Structural floor plans and sections with detailing completed.

5.2.2.2. Structural calculations completed.

**5.2.3. Mechanical**

5.2.3.1. Large scale mechanical details complete.

5.2.3.2. Mechanical schedules for equipment completed.

5.2.3.3. Completed electrical schematic for environmental cooling and exhaust equipment.

5.2.3.4. Complete energy conservation calculations and report.

**5.2.4. Electrical**

5.2.4.1. Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.

5.2.4.2. Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

5.2.4.3. All electrical equipment schedules completed.

5.2.4.4. Special system components plans completed.

5.2.4.5. Electrical load calculations completed.

5.2.5. Civil

All site plans, site utilities, parking and roadway systems completed.

5.2.6. Construction Cost Budget

5.2.6.1. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the 50% Construction Documents Phase revisions to the Construction Cost Budget.

5.2.6.2. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

5.2.6.3. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

5.2.6.4. At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

5.2.7. Specifications

5.2.7.1. Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

5.2.7.2. No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

5.2.7.2.1. The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400; or

5.2.7.2.2. The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code, section 3400.

5.2.7.3. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.

5.2.7.4. At one hundred percent (100%) review, District shall review the specifications and shall direct Architect to make corrections at no cost to the District.

5.2.7.5. Coordination of the Specifications with specifications developed by other disciplines.

5.2.7.6. Specifications shall be in CSI format.

5.2.8. Constructability Review

The District and/or its designee shall conduct a construction review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report.

5.2.9. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

5.2.9.1. Two copies of reproducible copies of working drawings;

5.2.9.2. Two copies of specifications;

5.2.9.3. Two copies of engineering calculations;

5.2.9.4. Two copies of revised Construction Cost Budgets;

5.2.9.5. Two copies of statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

5.2.9.6. Two copies of DSA file including all correspondence, meeting, back check comments, checklists to date;

5.2.9.7. Two copies of a statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

5.2.10. **District Sign Off**

Architect shall not begin Construction Documents (CD) Final Back-Check Stage services until the District approved of the final fixtures, equipment, and finishes prepared by Architect in writing.

5.3. **Construction Documents (CD) Final Back-Check Stage**

The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.

5.3.1. **Approval of Construction Documents.** Architect shall obtain all necessary approvals for the Construction Documents for the Project from governmental agencies with jurisdiction therefor as necessary for the bidding and construction of the Work depicted in the Construction Documents, including without limitation, approvals by DSA. Architect shall revise the Construction Documents as required by DSA or other governmental agencies to obtain their respective approvals of the Construction Documents. Except for the Architect's fees (which are included in the Contract Price for Basic Services) incurred in obtaining the approvals or preparing revisions pursuant to the foregoing, the District shall pay all other costs or fees necessary for obtaining the approvals.

- 5.3.2. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:
  - 5.3.2.1. Drawings: Original tracings of all drawings on Architect's tracing paper with each Architect/consultant's State license stamp.
  - 5.3.2.2. Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- 5.3.3. Architect shall update and refine the consultants' completed Construction Documents.
- 5.3.4. **District Sign Off**

Architects Construction Documents Phase services shall not be deemed complete until the District has approved the final Construction Documents in writing.

5.4. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated and requested by District and School Site staff as necessary, conduct meetings, site visits, and workshops. Architect shall take part in any and all reasonably necessary meetings requested by District and School Site staff during the Construction Document Phase.

**6. BIDDING PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall perform Bidding Phase services for District as follows:

- 6.1. Contact potential bidders and encourage their participation in the Project.
- 6.2. Coordinate the development of the bidding procedures and the construction contract documents with the District.
- 6.3. The development of the bidding procedures and the construction contract documents shall be the joint responsibility of the District and the Architect.
- 6.4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
- 6.5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
- 6.6. Attend bid opening.
- 6.7. Coordinate with Consultants.
- 6.8. Respond to District questions and clarifications.
- 6.9. Deliverables and Number of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

- 6.9.1. Two copies of meeting report/minutes from kick-off meeting;
- 6.9.2. Two copies of meeting report/minutes from pre-bid site walk;
- 6.9.3. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set, and one (1) electronic set of plans in AutoCAD 2006 or compatible set and one (1) electronic copy of the conforming specifications in Microsoft Word.

## **7. CONSTRUCTION ADMINISTRATION PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall perform Construction Administration Phase services for the District as follows:

- 7.1. The Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.

### **7.2. Change Orders**

- 7.2.1. Architect shall review all of contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the contractor for clarification, or rejected.
- 7.2.2. The Architect shall furnish all necessary additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these drawings from the Architect and shall be at no additional cost unless designated as Extra Services by the District. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

### **7.3. Submittals**

- 7.3.1. Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and change orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- 7.3.2. Architect shall review contractor's schedule of submittals and advise the District on whether that schedule is complete. The Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.

- 7.3.3. The Architect's action upon contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed ten (10) business days from its receipt by the Architect, unless the complexity of the submittal warrants a longer time period for the review to be mutually agreed upon by both parties. Architect's response to each submittal shall be a substantive and acceptable response. This 10-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents.
- 7.4. **RFIs.** During the course of construction, all Requests for Information ("RFI") must be responded to as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from the receipt by the Architect, unless the complexity of the RFI warrants a longer time period for review as reasonably agreed to by the District in writing in its sole discretion. Architect's response to each RFI shall be a substantive and acceptable response. This 7-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents.
- 7.5. On the basis of on-site observations, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall notify the District in writing of any defects or deficiencies in the work by any of the District's contractors that the Architect may observe. However, the Architect shall not be a guarantor of the contractor's performance. Further, The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.
- 7.6. **Rejection of Work.** The Architect shall have the authority, only after pre-approval of the District, to reject Project contractor(s)'s work that does not conform to the requirements of the construction contract documents. The Architect shall have the authority, upon its sole discretion, to reject Project contractor(s)'s work that presents an immediate risk of injury to persons.
- 7.7. **Quality Control/Punch List Process.** Architect shall evaluate during the Construction Administration and Closeout Phases the contractor(s)' execution and overall delivery of its work throughout the construction process shall use its best efforts to ensure the Project meets or exceeds the criteria as set forth in the Conforming Set. The Parties acknowledge that this process is not commissioning of the Project or the Project's system(s).
- 7.7.1. The Quality Control/Punch List ("QC"/"Punch") Process is a comprehensive and systematic process to verify that the building systems and assemblies are constructed and installed as designed to meet the District's requirements. Quality Control during the Construction Phase, the Closeout Phase, and all warranty periods shall achieve the following specific objectives:
- 7.7.1.1. Verify and document that assemblies and equipment are installed per manufacturer's recommendations, product minimum standards, and the design intent expressed in the Contract Documents.

- 7.7.1.2. Verify and document that the manufacturer(s) and designer(s) of assemblies, equipment, and systems have approved the full compliance, performance, and operation of all completed assemblies, equipment, and systems for that they manufactured and/or designed.
  - 7.7.1.3. Verify and document assembly, equipment, and system function.
  - 7.7.1.4. Verify the completeness of operations and maintenance materials.
  - 7.7.1.5. Assist the District so that the District's operating personnel receive all required training and are offered additional and supplemental training, on the operation and maintenance of building assemblies, equipment, and systems, all to be provided by the party responsible for providing that training.
  - 7.7.1.6. In addition to all incomplete items on its punch list, document items of known non-compliance in materials, installation or operation.
- 7.7.2. The QC/Punch Process does not reduce the responsibility of any designers or contractors to provide a finished and fully functioning product.
- 7.8. **As-Built Drawings.** Architect shall review and evaluate for District, the contractor(s)' documentation of the actual construction performed during the Project that the contractor(s) should prepare and submit as As-Built. As-Built are documents that show the actual construction performed during the Project, including changes necessitated by change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
  - 7.8.1. Architect shall provide to contractor(s), electronic "background" copies of all plans on which the contractor(s) shall indicate its "As-Built" in electronic format back to the District.
- 7.9. **Record Drawings.** Only if requested specifically by the District, Architect shall incorporate all information on all As-Built, sketches, details, and clarifications, and prepare one set of final Record Drawings for the District. The Record Drawings shall incorporate onto one set of electronic drawings, all changes from all As-Built, sketches, details, and clarifications. If a set of Record Drawings has been requested by the District, then (1) the Architect shall deliver it to the District at completion of the construction and (2) it shall be a condition precedent to the District's approval of the Architect's final payment. The Architect may insert the following notice on the Record Drawings:
 

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. The Architect has provided a review consistent with its legal standard of care.
- 7.10. **O&M Manuals / Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
- 7.11. Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and apparent deficiencies in construction following the acceptance of the contractor's work.
- 7.12. **Contractor's Application for Payment.** Failure of Architect to perform the following tasks shall be a material breach of the Agreement.
  - 7.12.1. **Development of Payment Procedures.** In consultation with the District and the construction manager, the Architect shall assist in the development and implementation



of procedures, forms and documents for the submittal, review, processing and disbursement of Progress Payments to the Project contractor(s).

- 7.12.2. **Certification of Payment Due.** Based on the Architect's observations and evaluations, the Architect shall certify the amount due on each application for progress payment. The Architect shall review and respond to applications for progress payment in a prompt manner so as to allow the District to timely meet its payment obligations to the Project contractor(s) under the terms of the construction contract documents and applicable law, rule or regulation.
- 7.12.3. **Final Payment.** The Architect shall review, evaluate and certify for payment the Project contractor(s)'s application for final payment. The Architect shall review and respond to the Project contractor(s)'s application for final payment in a prompt manner so as to allow the District to timely meet its obligation to make payment of the Final Payment under applicable law, rule or regulation.
- 7.12.4. Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the contract documents.

#### 7.13. **Deliverables and Number of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

- 7.13.1. Two copies of meeting report/minutes from kick-off meeting;
- 7.13.2. Two copies of observation reports;
- 7.13.3. Two copies of weekly meeting reports.

#### 7.14. **Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

- 7.15. **Duty to Timely Respond to DSA Inquiries.** Architect acknowledges that the District, DSA, and/or the Inspector of Record may require Architect to submit changes or clarifications to the Construction Drawings and other documentation to DSA for its consideration and approval during the Construction Administration Phase ("**DSA Request**"). Any delay by Architect in responding to the DSA Request is likely to result in delays to the Project. Accordingly, Architect shall respond expeditiously and with all due diligence to any DSA Request ("**DSA Response**"), provided that in no event shall the Architect's DSA Response occur later than two (2) days after Architect receives notice of the DSA Request, unless a longer period of time is approved in writing, in advance, by the District.

### 8. **CLOSEOUT PHASE**

- 8.1. As the Construction Administration Phase progresses, the Architect shall perform the following Closeout Phase services for the District as required:

- 8.1.1. Architect shall review the project and observe the construction as required to determine when the contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
- 8.1.2. Architect shall collect from the contractor, review, and forward to the District all written warranties, operation manuals, spare parts, lien waivers, and Certificates of Inspection and Occupancy with Architect's recommendation as to the adequacy of these items.
- 8.1.3. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
- 8.1.4. Architect shall obtain all required DSA approval on all change orders and addenda to the contractor's contract.
- 8.1.5. Architect shall prepare verified report(s) for the Project (DSA-6A/E Verified Report, Rev 04/08, or more recent revision if available).
- 8.1.6. Architect shall prepare a set of Record Drawings for the Project, as requested by the District.
- 8.1.7. Architect shall review a package of all warranty and O&M documentation prepared by Contractor and specifically identify any deficiencies.
- 8.1.8. Architect shall organize electronic files, plans and prepare a Project binder, or an equivalently organized electronic submission.
- 8.1.9. Architect shall coordinate all Services required to close-out the design and construction of the Project with the District and between consultants.
- 8.1.10. Architect shall coordinate and obtain DSA approval of the Project in a time period not to exceed twelve months from the date of the start of the Closeout Phase (see Exhibit C) or issuance of final payment release to the contractor(s); whichever is soonest.
- 8.2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
- 8.3. **Deliverables and Number of Copies**
  - 8.3.1. Punch lists for each site;
  - 8.3.2. Upon completion of the Project, all related project documents, including As-Builts and Record Drawings (if requested by the District). These are the sole property of the District.
- 8.4. **Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

## **9. MEETINGS / SITE VISITS / WORKSHOPS**

- 9.1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits and workshops, as indicated below. Architect shall chair, conduct and take minutes of all meetings

Architect attends (excluding Governing Board meetings and Citizens' Bond Oversight Committee meetings). Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings. The approximate number of meetings below is an estimated requisite to adequately achieve the indicated meeting objective. THE EXACT NUMBER OF MEETINGS REQUIRED TO ACCOMPLISH THE MEETING OBJECTIVES WILL BE BASED ON THE ARCHITECTURAL TEAM'S PERFORMANCE. ADDITIONAL MEETINGS OR FEWER MEETINGS MAY BE HELD, AS NECESSARY, TO ACHIEVE THE MEETING OBJECTIVES, BUT AT NO ADDITIONAL COMPENSATION TO THE ARCHITECT.

**9.2. General Meeting, Site Visit and Workshop Requirements**

- 9.2.1. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or contractors, as applicable.
- 9.2.2. Architect shall maintain documentation of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
- 9.2.3. As required, Architect shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.
- 9.2.4. Each meeting may last up to one full day (eight (8) hours) and shall be held at the District office or at one of the Project sites, unless otherwise indicated.

**9.3. Meetings During Project Initiation Phase (Three (3) meeting(s))**

- 9.3.1. Within the first week following execution of the Agreement, the Architect shall participate in one Project kick-off meeting to determine the Project intent, scope, budget and timetable, which shall encompass the following:
  - 9.3.1.1. The Architect, its appropriate consultant(s), and District staff, shall attend the meeting.
  - 9.3.1.2. The Project kick-off meeting will introduce key team members from the District and the Architect to each other, defining roles and responsibilities relative to the Project.
  - 9.3.1.3. During this meeting, the Architect shall:
    - 9.3.1.3.1. Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
    - 9.3.1.3.2. Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
    - 9.3.1.3.3. Review and explain the scope of work and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.

- 9.3.1.3.4. Review documentation of the Project kick-off meeting prepared by the District's representative and comment prior to distribution.

**9.4. Initial Site Visits (Three (3) meeting (s))**

- 9.4.1. Architect shall visit the Project sites to complete a visual inventory and documentation of the existing conditions.

**9.5. Meetings During Architectural Program (Three (3) meeting (s))**

- 9.5.1. Architect shall participate in two (2) public community information site meetings to receive input from the community regarding its wishes and expectations regarding the design of Architect's work on the Project and the schedule of use of the sites during construction.
- 9.5.2. Architect shall conduct one (1) site meeting with the District's facilities team to gather information from District facilities team and site personnel and to make a visual presentation regarding the Project.
- 9.5.3. Electrical, civil, mechanical, structural, landscaping, and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.

**9.6. Meetings During Schematic Design Phase (Eight (8) meeting (s))**

- 9.6.1. Within the first two weeks following the start of the Schematic Design Phase, Architect shall conduct one design workshop with the District's facilities team and site personnel to complete a basic design framework with computer-aided design equipment (CADD). The District may, at its discretion, allow the Architect to proceed with this meeting without using CADD. Architect shall conduct a meeting at least every two (2) weeks during this Phase with itself, all its Consultants required for that meeting, the District, and their designated representatives, until the District has indicated its acceptance with the Architect's Schematic Design. The District reserves the right to require attendance of specific Consultant(s). This workshop shall include the following:
  - 9.6.1.1. Architect shall designate its team member duties and responsibilities;
  - 9.6.1.2. Architect and District shall review District goals and expectations;
  - 9.6.1.3. District shall provide input and requirements;
  - 9.6.1.4. Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Project Budget;
  - 9.6.1.5. Prepare and/or revise the scope of work list and general work plan from the Pre-Design Phase, for documentation in a computer-generated Project schedule;
  - 9.6.1.6. Establish and agree regarding methods to facilitate the communication and coordination efforts for the Project.

9.6.2. Architect shall conduct approximately four (4) District-Architect Coordination meetings, one every 2 weeks, throughout the Schematic Design Process.

9.6.3. Architect shall conduct approximately four (4) Design Committee meetings throughout the Schematic Design Process.

**9.7. Meetings During Design Development Phase (Six (6) meeting (s))**

9.7.1. At the time designated for completion of the Design Development package, Architect shall conduct four meetings with the District to review the following:

9.7.1.1. Present the Design Development package for review and comment to proceed with preparation of final plans and specification.

9.7.1.2. Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Project Budget.

**9.7.2. Value Engineering Workshop (Two (2) meeting (s))**

Architect shall conduct value engineering workshop(s), as requested by the District, including all of Architect's consultant(s), the District, and the Construction Manager during the Design Development Phase. This workshop shall be ongoing and may include several meetings.

**9.8. Meetings During Construction Documents Phase (Eight (8) meeting (s))**

9.8.1. Prior to beginning work on the fifty percent (50%) design package, Architect shall conduct meetings with the District to revise the Design Development package and receive comments.

9.8.2. At the time designated for completion of the fifty percent (50%) submittal package, Architect shall conduct one meeting, per package or submittal, with the District to review the following:

9.8.2.1. Present the fifty percent (50%) submittal package for review and comment to proceed with preparation of final plans and specification.

9.8.2.2. Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Project Budget;

9.8.3. At the time designated for completion of the one hundred percent (100%) Construction Document package, Architect shall conduct meetings with the District to review the following:

9.8.3.1. Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specification.

9.8.3.2. Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Project Budget.

**9.9. Meetings During Bidding Phase (Three (3) meeting (s))**

- 9.9.1. Attend and take part in two meetings with all potential bidders, District staff, and Construction Manager.
- 9.9.2. Conduct one kick-off meeting, per site, with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

**9.10. Meetings During Construction Administration Phase**

- 9.10.1. Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the contract documents and to monitor the progress of the construction of the Project.
- 9.10.2. Conduct weekly project meetings with District staff to review with District staff the progress of the work at each site.
- 9.10.3. Architect shall ensure that consultant(s) visit the site in conformance with their agreement.

**9.11. Citizens' Bond Oversight Committee Meetings**

Architect acknowledges that the design and construction of the Project is subject to oversight by the District's citizen bond oversight committee. Architect shall, at the District's direction, attend District citizen bond oversight committee meeting(s) and present the Architect's design to the District's citizen bond oversight committee for review and recommendation to the District's governing board.

**9.12. Governing Board Meetings**

Architect acknowledges that the District's governing board must approve all designs. Architect shall, at the District's direction, attend District governing board meeting(s) and present the Architect's design to the District's governing board for review and approval.

## EXHIBIT B

### CRITERIA AND BILLING FOR EXTRA SERVICES

Architect shall bill hourly for any Extra Services, unless provided for otherwise herein, or unless an alternate payment structure is expressly requested in writing by the District. The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized in writing by the District in accordance with the Article "Payment for Extra Services or Changes" in the Agreement:

1. Making revisions in drawings, specifications, or other documents when such revisions are:
  - 1.1. Required to comply with direction from the District that is substantively different than approvals or instructions previously given by the District.
  - 1.2. Required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set, unless those enactments or revisions were foreseeable or reasonably should have been foreseeable by the Architect prior to preparation of the Conforming Set.
  - 1.3. Due to changes required as a result of the District's failure to respond to a written request from the Architect within a reasonable time, as requested by Architect.
  - 1.4. Required to provide services in connection with Change Orders and directive not the fault of the Architect.
2. Providing services required because of significant documented changes in a Project initiated by the District, including but not limited to size, quality, complexity, the District's schedule, or method of bidding or negotiating and contracting for construction.
3. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
4. Providing services made necessary by the default of contractor(s), by major defects, or deficiencies in the work of contractor(s).
5. In the absence of a final Certificate of Payment or Notice of Completion, providing Services more than sixty (60) days after the date of completion of work by contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
6. Providing deliverables or other items in excess of the number indicated in **Exhibit A**. Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit A**, so that District can procure the additional deliverables itself or direct Architect to procure the deliverables at District's expense or on District's account at a specific vendor. This includes the cost and preparation of Record Drawings.
7. Providing services as directed by the District that are not part of the Services of this Agreement.
8. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.

9. Providing training, adjusting, or balancing of systems and/or equipment sixty (60) days after completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
10. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

<u>Job Title</u>	<u>Hourly Rate</u>
Principal	\$270.00
Project Architect	\$175.00
Clerical	\$115.00

11. The mark-up on any approved item of Extra Services performed by Consultant(s) shall not exceed **five percent (5%)**.
12. Mileage to/from Project is **NOT** reimbursable as Extra Services.



## EXHIBIT C

### SCHEDULE OF WORK

1. Promptly after the execution of this Agreement, the Architect shall prepare and submit for approval to the District a Schedule of Work showing the order in which Architect proposes to carry out Architect's work within the Term as defined in the Agreement ("Schedule of Work"). The Schedule of Work shall apply to the completion of all services listed hereunder within the times established by this Agreement. The Schedule of Work shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Work on a monthly basis and deliver two (2) copies to the District along with the monthly billing.
2. Architect shall complete all work and services required per the Schedule of Work after written authorization from the District to proceed.
3. The durations stated in the Schedule of Work shall include the review periods required by the District and all other regulatory agencies.
4. All times to complete tasks set forth in this Exhibit are of the essence. If delays in the Schedule of Work are imposed by the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Work if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, such extensions shall be authorized in writing by the District.

<b>Schematic Design</b>	October 22 - November 25, 2020
<b>Construction Documents</b>	November 26, 2020 - January 7 2021
<b>DSA Review</b>	January 8 - February 18, 2021
<b>Construction</b>	June - August 2021

**Note:** The exact dates required to achieve the District's overall Project objective and completion are subject the District's modification, but The Architect acknowledges that its Fee is based on the Architect performing the Services and not based on the length of time to perform those Services or for the design or construction of the Project.

## EXHIBIT D

### PAYMENT SCHEDULE

#### 1. Compensation

- 1.1. District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

Based on the OPSC Fee schedule as indicated here:

<b>Schematic Design</b>	\$6,345
<b>Design Development</b>	NA
<b>Construction Documents</b>	\$7,400
<b>Bidding Assistance</b>	\$3,155
<b>Construction Administration</b>	\$3,600
<b>Close-Out</b>	\$1,830
<b>Civil (Consultant)</b>	\$9,000
<b>Electrical (Consultant)</b>	\$10,000
<b>Landscape (Consultant)</b>	\$7,500
<b><u>Reimbursable Expenses</u></b>	<b><u>\$1,500</u></b>
<b>TOTAL</b>	<b>\$50,330</b>

- 1.2. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel within two hundred (200) miles of a Project location, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit A.** or any other direct or indirect expenses incident to providing the services. Except as expressly set forth in the Agreement and **Exhibit B,** there shall be no payment for extra costs or expenses.
- 1.3. District shall pay Architect for all Services contracted for under this Agreement pursuant to the following schedule ("Payment Schedule"):

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Schematic Design Phase	10%
Design Development Phase	10%
Construction Documents Phase	35%
DSA Stamped Approval	5%
Bidding Phase	5%
Construction Administration Phase	30%
Closeout Phase	10%
Generate Punch List	2%
Sign Off On Punch List	2%
Receive and Review All O&M Documents	2%
Filing All DSA Required Closeout Documents	2%
Receiving DSA Closeout, including DSA approval of the final As-Built set of drawings	2%

2. **Method of Payment.** Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.
- 2.1. If reasonably requested by District and, if reasonably requested, as a precondition of payment, Architect shall submit to District documentation showing proof that payments were made to Architect's consultant(s).
- 2.2. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.
- 2.3. Upon receipt and approval of Architect's invoices, the District agrees to make payments within forty-five (45) days of receipt of the invoice as follows:
- 2.3.1. **Pre- Design/Architectural Program Development Phase:**  
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Pre-Design/Architectural Program.

- 2.3.2. **For Schematic Design Phase:**  
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.
- 2.3.3. **For Design Development Phase:**  
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.
- 2.3.4. **For Construction Documents Phase:**  
Monthly payments for percentage of Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.
- 2.3.5. **For Bidding Phase:**  
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District's award of the bid.
- 2.3.6. **For Construction Administration Phase:**  
Monthly payments based on Architect's invoices pursuant to the following:
1. Monthly payments for the percentage of Services complete, up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District's agreement that the Architect can generate a Punch List as part of the Closeout Phase.
- 2.3.7. **For Closeout:**  
Individual payment(s) proportionate to the items completed within this Phase.

### 3. **Format and Content of Invoices**

- 3.1. Architect acknowledges that the District requires Architect's invoices for Basic Services must include explanations of the Services performed.
- 3.2. For invoices for Extra Services, a more detailed explanation, with specificity, is required. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable for invoices for Extra Services. The times indicated below are just placeholders:

Review/Respond RFI's, Const. Admin Mtgs., Review Shop Drawings, Field Sketches	5.5 hours
Prepare Construction Documents: floor plans, exterior elevations, consultant coordination.	7.5 hours
Master Budget update, Master Schedule Update, Board Presentation, Accounting coordination	6.5 hours

## EXHIBIT E

### INSURANCE REQUIREMENTS

Architect shall procure prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and consultant(s). Architect's liabilities, including but not limited to Architect's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated as a material breach of contract by the District.

1. **Minimum Scope and limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits and shall be on an occurrence-based basis unless otherwise indicated:

- 1.1. **Commercial General Liability.** One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
- 1.2. **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
- 1.3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Architect shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of one million dollars (\$1,000,000) per accident for bodily injury or disease. The Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 1.4. **Employment Practices Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Architect shall keep in full force and effect, an Employment Practices Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of one million dollars (\$1,000,000) per occurrence. The Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 1.5. **Professional Liability.** This insurance shall cover the prime design professional and his/her liability arising from the services of consultant(s) with a minimum of one million dollars (\$1,000,000) per occurrence limit and two million dollars (\$2,000,000) aggregate limit, and subject to no more than **twenty-five thousand dollars (\$25,000) per claim deductible**, coverage to continue through completion of construction plus "tail" coverage for two (2) years thereafter. **This policy can be on a claims-made basis.**

The District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for those changes.

Furthermore, and to the coverage and limits specified herein shall be the greater of:

- 1.6. The minimum coverage and limits specified in this Agreement; or

- 1.7. The broader coverage and maximum limits of coverage, if any, of any existing insurance policy required of the Architect to be kept pursuant to this Agreement.
2. **Deductibles and Self-Insured Retention:** The Architect shall inform the District in writing if any deductibles or self-insured retention exceeds \$25,000. At the option of the District, either:
  - 2.1. The District can accept the higher deductible; or
  - 2.2. The Architect's insurer shall reduce or eliminate the deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers.
3. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
  - 3.1. The District, its trustees, officers, officials, employees, agents and volunteers ("Additional Insureds") are to be covered as additional insureds as respects to liability arising out of activities performed by or on behalf of the Architect; instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Architect shall ensure that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage limits/requirements shall also be available to the Additional Insureds.
  - 3.2. For any claims related to the projects, the Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect's insurance and shall not contribute with it.
  - 3.3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
  - 3.4. The Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - 3.5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District. At the option of the District, the Architect shall be the party required to provide the District this notice in lieu of the Architect's insurance provider.
4. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. The Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, either:
  - 4.1. The District can accept the lower rating;
  - 4.2. Require the Architect to procure insurance from another insurer.
5. **Verification of Coverage:** Architect shall furnish the District with:
  - 5.1. Certificates of insurance showing maintenance of the required insurance coverage;

- 5.2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

**EXHIBIT F**  
**DSA FORM PR 13-01**



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## PROCEDURE: CONSTRUCTION OVERSIGHT PROCESS

Division of the State Architect (DSA) documents referenced within this publication are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

**PURPOSE:** California Code of Regulations (CCR), Title 24, Part 1, Chapter 4, Article 1 (Sections 4-211 through 4-220) and Group 1, Articles 5 and 6 (Sections 4-331 through 4-344) provide regulations governing the construction process for projects under the jurisdiction of the Division of the State Architect (DSA).

This Procedure provides the required, prescribed method for compliance with applicable sections of the above regulations related to communication and documentation of the status of construction inspections and material testing.

See *Section 5* for information on applicability of this procedure to your existing project.

**BACKGROUND:** Successful construction inspections and material testing are critical to the delivery of code compliant projects. Communication and documentation of these inspections and tests are necessary to enable involved parties to understand the status of those inspections and tests, so that conditions not compliant with the DSA-approved construction documents are identified in a timely manner and not covered up by subsequent construction activities.

**DEFINITIONS:** The following definitions apply to terms used in this document:

**Architect/Engineer** – An abbreviated use of the term design professional in general responsible charge.

**Contract** – A written agreement for facility construction, alteration, repair or other construction activities regulated by DSA.

**Contractor** – A company or individual that contracts for or is otherwise responsible for the construction of the project or portions of the project.

**DSA-Approved Construction Documents** – Portions of plans, specifications, *DSA-103: List of Structural Tests and Special Instructions*, addenda, deferred submittals, revisions, and construction change documents (CCDs) duly approved by DSA that contain information related to and affecting structural safety, fire/life safety, and accessibility (refer to *IR A-6: Construction Change Document Submittal and Approval Process* for additional information about CCDs). While all portions of the construction documents may contain a DSA identification stamp, this stamp is not the approval. Approval by DSA is indicated by a letter to the school district. This letter clarifies that the approval is limited to structural safety, fire/life safety and accessibility.

The DSA approval letter states: *“Buildings constructed in accordance with approved drawings and specifications will meet minimum required standard given in Title 24, California Code of Regulations, for structural, and fire and life safety ... and ... certifies that the drawings and specifications are in compliance with State regulations for the reasonable accommodation of the disabled.”*

**Design Professional In General Responsible Charge** – The architect or engineer in general

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responsible charge of the project, as listed on Line 21 or 23 of form *DSA 1: Application for Approval of Plans and Specifications and Instructions*.

**Non-Building Site Structures** – Structures that are required to resist loads imposed by gravity, wind, seismic, earth or other external forces and are not enclosed by walls and a roof (examples include: shade structures not enclosed by walls, bleachers, ball walls, trash enclosures, dugouts, tanks, equipment, fences, retaining walls, ramps, stairs, cell towers, light poles, etc.).

The term “Non-Building Site Structures” is used only to clarify the types of site structures that are relevant when issuing form *DSA 152: Project Inspector Card* for site work. These types of structures are school buildings as defined in the California Administrative Code Title 24, Part 1.

**Other Responsible Design Professionals** – Architects or engineers with delegated responsibility for portions of the project as listed on Lines 24a, 24b, 24c or 24d of form *DSA 1* and Line 1.0 of *DSA 1-MR: Application for New Manufactured Permanent Modular or Relocatable Buildings* (when applicable), such as architects, structural engineers, mechanical engineers, electrical engineers and the geotechnical engineer of record.

**Permanent Modular** – Permanent buildings or structures built in a fabrication plant off-site not intended for relocation, constructed of modular units that do not have an integral floor, and are mounted on a permanent foundation such as modular school buildings or elevator towers.

Permanent buildings include enclosed structures for the purpose of housing students and teachers, such as classrooms, assembly buildings, administrative buildings, etc.

**Project Inspector** – An inspector who is employed by the school district, certified by DSA and specifically approved by DSA and applicable project design professionals to provide competent, adequate and continuous construction inspections for the project.

**Relocatable Building** – Buildings as defined in Title 24, Part 1, Section 4-314 which are built in a fabrication plant off-site.

### APPLICABLE DSA FORMS:

- DSA 1
- DSA 1-MR.
- *DSA 5-AI: Assistant Inspector Qualification and Approval.*
- *DSA 5-PI: Project Inspector Qualification and Approval.*
- *DSA 5-IPi: In-Plant Project Inspector Qualification and Approval.*
- *DSA 5-SI: Special Inspector Qualification and Approval.*
- *DSA 6-AE: Architect/Engineer Verified Report.*
- *DSA 6-C: Contractor Verified Report.*
- *DSA 6-PI: Project Inspector Verified Report.*
- *DSA 102-IC: Construction Start Notice/Inspection Card Request.*
- DSA-103
- *DSA 108: Change in Delegation of Responsibility.*
- *DSA 109: Transfer of Responsibility: Geotechnical Engineer.*

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- *DSA 119: Project Inspector Performance Review.*
- *DSA 130: Certificate of Compliance–Accepted Folding and Telescopic Seating Fabricator.*
- *DSA 135: Field Trip Note (internal form).*
- *DSA 151: Project Inspector Notifications.*
- *DSA 152*
- *DSA 152-IPI: In-Plant Inspector Inspection Card/Verified Report.*
- *DSA 153: Inspection Card Building Identifier (internal form).*
- *DSA 154: Notice of Deviations / Resolution of Deviations.*
- *DSA 155: Project Inspector Semi-Monthly Report.*
- *DSA 156: Commencement/Completion of Work Notification.*
- *DSA 168: Statement of Final Actual Project Cost.*
- *DSA 180: Project Inspector Performance Record.*
- *DSA 211: Attachment for Additional Comments/Information.*
- *DSA 291: Laboratory of Record Verified Report.*
- *DSA 292: Special Inspectors Employed Directly by the District Verified Report.*
- *DSA 293: Geotechnical Verified Report.*

**REQUIREMENTS FOR REPORTING STATUS OF COMPLIANT CONSTRUCTION:** For every project there shall be a project inspector who shall have personal knowledge as defined in Title 24, Part 1, Section 4-336(a) of all work on the project.

All construction is required to be completed in compliance with the project construction documents. The construction documents are required to be in compliance with the California Building Codes in effect at the time the original plans and specifications are submitted to DSA. DSA reviews and approves the submitted plans, specifications and other construction documents for compliance with codes regulating structural safety, fire/life safety and accessibility. Other portions of the plans that do not contain content about or that affect structural safety, fire/life safety and accessibility are not reviewed by DSA and the responsibility for determining code compliance of those portions is the sole responsibility of the design professionals.

In order to distinguish between the portions of the plans that DSA reviews and approves and other portions of the plans, the term DSA-approved construction documents is used for the portions of the plans that are duly approved by DSA, contain information related to and affecting structural safety, fire/life safety, and accessibility. However, all work shown in the project construction documents must be inspected by the project inspector.

The California Administrative Code Section 4-333(b)3 specifically states that “no work shall be carried on except under the inspection of an inspector approved by DSA.” All construction is required to be completed in compliance with the project construction documents which include both the “DSA-approved construction documents” portions and the portions containing all the other work.

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The California Administrative Code requires the project inspector to make certain reports pertaining to the status of construction compliance. To fulfill this requirement, the project inspector shall use the following:

- DSA 151
- DSA 152
- DSA 152-IPI
- DSA 154
- DSA 155
- *DSA 6-PI*
- Project Inspector Job File.

**1. REQUIREMENTS FOR USE OF PROJECT INSPECTION CARD (FORMS DSA 152 AND DSA 152-IPI):** The Project Inspection Card (form DSA 152) is considered to be an interim verified report by the project inspector. The DSA 152-IPI is considered to be the final verified report for the in-plant fabrication of permanent modular or relocatable buildings (see *Section 1.7*). The project inspector signs off the applicable blocks and sections on the form as the work progresses. The project inspector is required to complete the form in compliance with this procedure document and reference the Instructional Notes on the second page of form DSA 152 and the *DSA 152 Manual – A Guide for Completing the Project Inspector Card* (DSA 152 Manual). When signing off the blocks and sections of the form, the project inspector is verifying all of the following:

- Identified areas are determined to be in compliance with the DSA-approved construction documents.
- Required structural/material and fire/life safety testing and inspections are complete.
- Required documentation has been received by the project inspector.

**Note:** For small/fast projects, interim verified reports from the design professionals, geotechnical engineer, Laboratory of Record, and special inspectors are not mandatory if the requirements listed in DSA Policy *PL 14-01: Inspection Card Use for Small/Fast Projects* are met prior to commencing construction.

**1.1 Request for issuance of forms DSA 152 and DSA 152-IPI:** Form *DSA 102-IC: Construction Start Notice/Inspection Card* Request is used to request the issuance of Project Inspection Cards. After project approval, a DSA 5-PI, DSA 5-IPI (when applicable) must be submitted to and approved by DSA prior to the DSA 102-IC submission. Under circumstances agreed to by DSA prior to project approval, the DSA 5-PI, DSA 5-IPI (when applicable) and DSA 102-IC may be submitted simultaneously and DSA will attempt to expedite the issuance of the DSA 152 and DSA 152-IPI. Once the DSA 5-PI, DSA 5-IPI (when applicable) is approved, DSA (Document Controller) will fill in the “DSA 5-PI Approval Date” (or, when applicable, “DSA 5-IPI Approval Date”) in Section 3 of the DSA 102-IC and upload it to DSAbox. The request is electronically submitted to DSA (See *Section 4* of this procedure for information on electronic submittal) and consists of providing the following required information:

- Identifying the DSA-approved project inspector.
- Contractor firm name and delivery method.
- Specified construction contract information.

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- Project scope (DSA will use this information to determine the quantity of inspection cards needed for the project).
- Contact information for electronic communication by listing project collaborators.

**1.2 Issuance of form DSA 152 and DSA 152-IPI:** Project Inspection Cards (DSA 152 and DSA 152-IPI) are issued electronically by upload to [DSAbbox](#) by DSA per *Section 1.16* of this procedure.

**1.3 Quantity of DSA 152 and DSA 152-IPI forms required for projects:** The number of Project Inspection Cards issued varies by project type. In general, though there are exceptions for siting or relocation of permanent modular or relocatable buildings (discussed later) and small scope projects of a certain type (described later), one Project Inspection Card (form DSA 152) is required for each separate building and one for the site work (which includes non-building site structures). The number of Project Inspection Cards and building identifiers should match the information specified in form DSA 153: Inspection Card Building Identifier, which is completed by DSA plan review staff during the back check and provided to the design professional upon project plan approval.

For in-plant construction of permanent modular or relocatable buildings, one Project Inspection Card (DSA 152-IPI) is required for each separate building.

For the siting or relocation of permanent modular or relocatable buildings 2,160 square feet or less, only one Project Inspection Card (DSA 152) is required encompassing all the buildings, and one Project Inspection Card (DSA 152) is required for the site work (which includes non-building site structures).

The following small scope type projects require only one Project Inspection Card for all buildings on a campus rather than one Project Inspection Card per building:

- Fire Alarm Only Projects.
- Hardware Replacement Only Projects.
- Security Camera Only Projects.
- Low Voltage (Communication) Only Projects.

The following is not an exhaustive list of possibilities, but examples of the various project types and the resulting quantity of DSA 152 and DSA 152-IPI forms (**Note:** unless specified otherwise, all references to forms in the examples are to DSA 152 forms):

**1.3.1 Project scope is site work only (includes non-building site structures, if any):**

- One form is required.

**1.3.2 Project scope is new buildings:**

- One form for the site work (includes non-building site structures, if any).
- One form for each separate new building.

**Example:** Construction of three new buildings requires a total of four forms.

**1.3.3 Project scope is alterations/additions to existing buildings:**

- One form for the site work (includes non-building site structures, if any).
- One form for each separate existing building being altered or changed.

**Example:** Alterations to two existing buildings requires a total of three forms.

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**1.3.4 Project scope is alterations to existing buildings and no site work is required (such as mechanical/electrical only projects):**

- One form for each separate existing building being altered or changed.

**Example:** Alterations to two existing buildings requires a total of two forms.

**1.3.5 Project scope is new buildings and alterations/additions to existing buildings:**

- One form for the site work (includes non-building site structures, if any).
- One form for each separate new building.
- One form for each separate existing building being altered or changed.

**Example:** Construction of three new buildings and alterations to two existing buildings requires a total of six forms.

**1.3.6 Project scope is placing existing relocatable buildings (max. 2160 square feet) on a site:**

- One form for the site work (includes non-building site structures, if any).
- One form encompassing all of the relocatable buildings being placed on the site.

**Example:** Placing of three existing relocatable buildings on a site requires a total of two forms.

**1.3.7 Project scope is constructing new permanent modular or relocatable buildings (max. 2160 square feet) and placing them on a site:**

- One DSA 152-IPI form for each separate building for the in-plant construction.
- One form for the site work (includes non-building site structures, if any).
- One form encompassing all of the permanent modular or relocatable buildings being placed on the site.

**Example:** Construction and placing of two new permanent modular or relocatable buildings requires a total of four forms: two DSA 152 forms and two DSA 152-IPI forms.

**1.3.8 Project scope is constructing new relocatable buildings for stockpile:**

- One DSA 152-IPI form for each separate building for the in-plant.

**Example:** Construction of three new relocatable buildings for stockpile requires a total of three DSA 152-IPI forms.

**1.4 Project Inspection Card numbers:** Project Inspection Card numbers are issued by DSA staff. For each project, the issued inspection card numbers will be consecutive starting with the number 01 (01, 02, 03....) for all buildings. The Project Inspection Card number for site work (includes non-building site structures) will be “#SW.” Inspection card numbers for in-plant construction of permanent modular or relocatable buildings will use form DSA 152-IPI and be consecutive starting with the number 01, followed by the letters “IP” (01IP, 02IP, 03IP, etc.). Projects having the small scope defined in Section 1.3 on the inspection card under “Building Number” will indicate “All \_\_\_ Buildings” with the number of buildings inserted in the blank.

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**1.5 Project posting of forms DSA 152 and DSA 152-IPI:** The project inspector and in-plant inspector shall post the forms in his/her job file and shall electronically post the forms (See *Section 4* for information on electronic submittal/posting). The information in the forms shall always be current. Each time the form is updated, a new electronic posting is required such that the electronically posted form is always kept current. In addition, the project inspector shall:

- Immediately, upon request, make the form available for review by any parties involved in the construction.
- Include a current copy of the forms (DSA 152) any time he/she submits a Verified Report (form DSA 6-PI).
- Upon request, provide a current copy of the forms to DSA, the school district/state agency, or the design professional in general responsible charge.

**1.6 Project inspector termination and transfer of the form DSA 152 and DSA 152-IPI:** If the project inspector or in-plant inspector is, for any reason, terminated prior to the completion of the project, then he/she must personally provide the original DSA 152 and DSA 152-IPI forms to the assuming DSA-approved project inspector or in-plant inspector, respectively, or to DSA and provide a copy to the school district. Use form DSA 211 to identify status of inspections completed up to the termination date if the space in the DSA 6-PI or DSA 152-IPI is insufficient to note such. Forms located in DSABox that are current at the time of termination satisfy these requirements.

**1.7 Permanent Modular and Relocatable buildings:** The design professional in responsible charge shall delegate the responsibility for design and preparation of plans and specifications, observation of in-plant manufacturing, and on-site placement of the permanent modular or relocatable buildings. The individual delegated such responsibility may sub-delegate the responsibility for observation of in-plant and/or on-site construction as indicated on form DSA 1-MR. ←

**1.7.1 In-Plant Construction:** In-plant inspectors shall use the DSA 152-IPI as described in *Section 1.5*. Unlike the DSA 152, interim verified reports from the design professionals are not required for the in-plant inspector to sign off the DSA 152-IPI. However, the in-plant project inspector and the design professional delegated or sub-delegated the responsibility for observation of in-plant construction shall sign in the appropriate location on the DSA 152-IPI prior to the permanent modular or relocatable building leaving the plant. A stop work order may apply if this is not done (see *IR A-13: Stop Work and Order to Comply* for additional information).

Building modules may be shipped to the project site in phases prior to construction of all modules of a building. For each phase, the DSA 152-IPI shall list the serial numbers of the modules constructed, be signed by the delegated design professional, and be attached to those modules being shipped. The final DSA 152-IPI shall denote that all modules have been constructed, be affixed to the last module being shipped to the site, and be uploaded to the DSABox by the in-plant inspector. The site inspector shall verify receipt of the final DSA 152-IPI prior to installation of the last module.

If the in-plant inspector does not perform welding special inspection, the Laboratory of Record or independently hired welding special inspector shall provide verified reports, either form *DSA 291: Laboratory of Record Verified Report* or *DSA 292: Special Inspectors Employed Directly by the District Verified Report* depending on the welding special inspector's employment relationship with the Laboratory of Record (see *Section 1.10* and *1.11* for additional information). In this situation,

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verified reports for testing of materials and special inspection of the welding are required for the in-plant inspector to complete the appropriate block on the DSA 152-IPI. These verified reports shall be submitted electronically to DSA as described in *Section 4*.

- 1.7.2 Transfer of forms:** For construction of new permanent modular or relocatable buildings for a specific project (not stockpile), the DSA 152-IPI, DSA 291, and DSA 292 (when applicable) for the superstructure must be attached to the inside of the building either performed by or attachment verified by the in-plant project inspector prior to the permanent modular or relocatable building leaving the plant. The on-site project inspector must verify these forms are present when the buildings are delivered to the site.

For the first-time installation of permanent modular or relocatable buildings, the design professional delegated or sub-delegated the responsibility for on-site construction observation shall complete a DSA 6-AE at applicable times defined in this procedure and submit it to DSA and the on-site project inspector.

**1.8 Duties of the project inspector and in-plant inspector related to the use of forms DSA 152 and DSA 152-IPI, respectively, are as follows:**

**Note:** For in-plant construction, the in-plant inspector shall follow the duties described below for project inspectors and substitute form DSA 152-IPI for form DSA 152.

- Act under the direction of the architect/engineer.
- Ensure the project is issued the correct quantity of Project Inspection Cards (form DSA 152). The project inspector is required to be in possession of the form(s) DSA 152 prior to commencement of construction. Title 24, Part 1, Section 4-342(b).5.A requires the project inspector to notify DSA when construction work on the project is started. Entering the "Card Start Date" on the form DSA 152 and submitting the form DSA 151 are required for compliance with that code section. Lack of compliance may cause DSA to issue a "Stop Work Order" on the project (see IR A-13 for additional information).
- Obtain a copy of the DSA-approved construction documents from the design professional in general responsible charge prior to the commencement of construction.
- Obtain a copy of the DSA-approved List of Required Structural Tests and Special Inspections (form DSA-103) from the design professional in general responsible charge (or DSAbox, when the electronic back check process is used per DSA Procedure *PR 16-01: Electronic Back Check for Plan Review Projects*) prior to the commencement of construction.
- Meet with the school district, design professionals, and contractor as needed to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Meet with the Laboratory of Record and any independently contracted special inspectors and technicians to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project. In cooperation with the Laboratory of Record, develop a schedule of required structural/material and fire/life-safety tests and special inspections based on the construction schedule.



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- Immediately notify the DSA Regional Office with construction oversight authority for the project, by phone and electronically by using form DSA 154, if construction commences without DSA 152 forms in the possession of the project inspector (see *Section 4* for information on electronic submittal).
  - For permanent modular or relocatable buildings, the school site project inspector must receive a properly completed DSA 152-IPI prior to such buildings being placed in their final location.
- Provide personal, competent, adequate and continuous construction inspections of all aspects of the construction work.
- Monitor the work of the Laboratory of Record and Special Inspectors to ensure the testing and special inspection program is satisfactorily completed.
- Use the information found in the *DSA 152 Manual* to ensure necessary tests and inspections are completed and that necessary documents are in the job file prior to approving (signing off) each applicable block and section of each form DSA 152. Make requests to appropriate individuals for interim verified reports when such reports are required.
- Sign off applicable blocks and sections of the DSA 152 forms when:
  - The completed work is in compliance with the DSA-approved construction documents.
  - All necessary structural/material and fire/life safety testing and inspections are complete.
  - Any deviations from the DSA-approved construction documents are resolved.
  - Any DSA Field Trip Notes issues are resolved.
  - All necessary documents are received by the project inspector.

If any block or section is not applicable to the construction the inspector shall enter "NA" for the date and provide initials.

Until the project inspector has signed off applicable blocks and sections of the form DSA 152, the contractor may be prohibited from proceeding with subsequent construction activities that cover up the unapproved work. Any subsequent construction activities that cover up the unapproved work will be subject to a "Stop Work Order" from DSA or the school district (see IR A-13 for additional information), and are subject to removal and remediation if found to be in noncompliance with the DSA-approved construction documents (see *Section 1.17* for information about incremental work).

- Immediately notify the DSA Regional Office with construction oversight authority for the project, by phone and electronically, if applicable blocks/sections of form DSA 152 have not been signed off and the contractor proceeds with subsequent construction activities that cover up the unapproved work. For electronic notifications, use form DSA 151 (see *Section 1.17* for information about incremental work).

**EXCEPTION:** Projects with concrete cast-in-place deep foundations may have construction occurring in multiple blocks and sections prior to sign-off due to the nature of soil inspections for such. For example, verification of concrete or grout volumes to ensure no significant soil caving has occurred is part of the geotechnical engineer's soil inspections for these types of foundations. In such cases, the project inspector does NOT need to notify the DSA Regional Office

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with construction oversight authority for the project that the contractor is proceeding with activities that cover up unapproved work, provided the following:

- The geotechnical engineer is on-site during boring/drilling and concrete placement.
- The geotechnical engineer has not identified any other soil issues specifically associated with the deep foundation hole or surrounding area which could impact the structural stability of the hole or foundation.
- If the project inspector is, for any reason, terminated prior to the completion of the project, refer to *Section 1.6*.

### 1.9 Duties of the Laboratory of Record related to the use of form DSA 152 and DSA 152-IPI are as follows:

- Meet with the project inspector, in-plant inspector (when applicable), design professionals, and the contractor as needed to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Obtain a copy of the DSA-approved construction documents from the design professional in general responsible charge prior to the commencement of construction.
- Obtain a copy of the DSA-approved List of Required Structural Tests and Special Inspections (form DSA-103) from the design professional in general responsible charge prior to the commencement of construction.
- Report all project-related activities to the project inspector. The project inspector is responsible for monitoring the work of the Laboratory of Record and special inspectors to ensure the testing and special inspection program is satisfactorily completed. Coordinate with the project inspector to develop a schedule, based on the construction schedule, to complete the testing and special inspection program.
- Provide material testing as identified in the DSA-approved construction documents.
- Submit test reports to the project inspector within one work day of the day the tests were performed for any tests performed on-site.
- Submit material test reports in a timely manner such that construction is not delayed and not to exceed seven calendar days from the date the material tests were performed. Test reports are to be submitted to the project inspector, architect, structural engineer, and the school district and, when requested, to DSA. As a convenience, and if agreed upon by involved parties, the test reports may be submitted electronically as identified in *Section 4* of this procedure.
- Immediately submit reports of material tests not conforming to the requirements of the DSA-approved construction documents. These reports shall be submitted to DSA, the architect, structural engineer, project inspector and the school district.
- The engineering manager shall submit an interim Laboratory of Record Verified Report (form DSA 291) and the geotechnical engineer shall submit an interim Geotechnical Verified Report (form DSA 293) as prescribed in *Section 4*.

The reports are required to be submitted when any of the following events occur:

- Within 14 days of the completion of the material testing/special inspection program.

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- Work on the project is suspended for a period of more than one month.
- The services of the Laboratory of Record are terminated for any reason prior to completion of the project.
- DSA requests a verified report. (See interim verified reports below. This is a “DSA request.”)
- The engineering manager shall submit an interim verified report (form DSA 291) and the geotechnical engineer shall submit form DSA 293 as prescribed in *Section 4* for each of the applicable sections of the form DSA 152, prior to the project inspector signing off that section of the project inspection card, if that section required material testing. (Interim verified reports are not required for the DSA 152-IPI unless the Laboratory of Record employs welding special inspectors for in-plant special inspection; see *Section 1.7* for verified report requirements.) The sections are:
  1. Initial Site Work and Foundation Prep.
  2. Vertical and Horizontal Framing.
  3. Appurtenances.
  4. Finish Site Work and Other Work.

**1.10 Duties of Special Inspectors, employed by the Laboratory of Record, related to the use of form DSA 152 and DSA 152-IPI are as follows:**

- Meet with the project inspector, design professionals, and the contractor as needed to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Report all project-related activities to the project inspector. The project inspector is responsible for monitoring the work of the Laboratory of Record and special inspectors to ensure the testing and special inspection program is satisfactorily completed.
- Perform work under the supervision of the engineering manager for the Laboratory of Record.
- Perform inspections in conformance with the DSA-approved construction documents, applicable codes and code reference standards.
- Prepare detailed daily inspection reports outlining the work inspected and provide the project inspector a copy of the reports within one day of the day the inspections were performed.
- Immediately submit reports of materials or work not conforming to the requirements of the DSA-approved construction documents. These reports shall be submitted to DSA, the architect, structural engineer, project inspector and the school district.
- Submit daily special inspection reports in a timely manner such that construction is not delayed and not to exceed seven days from the date the special inspections were performed. The reports are to be submitted to the architect, structural engineer, and the school district. As a convenience, and if agreed upon by involved parties, the special inspection reports may be submitted electronically as identified in *Section 4* of this procedure.
- The engineering manager for the Laboratory of Record shall submit verified report form DSA 291 as prescribed in *Section 4*. Unlike special inspectors independently

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contracting directly with the school district, the verified report form DSA 292 is not required since the form DSA 291 covers special inspections made by laboratory employed special inspectors.

The reports are required to be submitted upon any of the following events occurring:

- Within 14 days of the completion of the special inspection work.
- Work on the project is suspended for a period of more than one month.
- The services of the special inspector are terminated for any reason prior to completion of the project.
- DSA requests a verified report (see interim verified reports below; this is a *DSA request*).
- The engineering manager for the Laboratory of Record shall submit an interim verified report (form DSA 291) as prescribed in Section 4 for each of the applicable sections of the form DSA 152, prior to signing off that section of the Project Inspection Card, if that section required special inspections. (Interim verified reports are not required for the DSA 152-IPI unless another special inspector, employed by the Laboratory of Record or independently and directly with the school board, performs welding special inspection; see *Section 1.7* for verified report requirements). The sections are:
  1. Initial Site Work and Foundation Prep.
  2. Vertical and Horizontal Framing.
  3. Appurtenances.
  4. Finish Site Work and Other Work.

### **1.11 Duties of Special Inspectors, not employed by the Laboratory of Record, related to the use of form DSA 152 and DSA 152-IPI are as follows:**

- Meet with the project inspector, Laboratory of Record, the design professionals, and the contractors as needed to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Obtain a copy of the DSA-approved construction documents from the design professional in general responsible charge prior to the commencement of construction.
- Obtain a copy of the DSA-approved List of Required Structural Tests and Special Inspections (form DSA-103) from the design professional in general responsible charge prior to the commencement of construction.
- Report all project-related activities to the project inspector. The project inspector is responsible for monitoring the work of the Laboratory of Record and special inspectors to ensure the testing and special inspection program is satisfactorily completed.
- Perform work under the direction of the design professional in general responsible charge, as defined in Section 4-335(f)1B of the 2013 and 2016 California Administrative Code (Title 24, Part 1).
- Perform inspections in conformance with the DSA-approved construction documents, applicable codes and code reference standards.

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- Prepare detailed daily inspection reports outlining the work inspected and provide the project inspector a copy of the reports within one day of the day the inspections were performed.
- Immediately submit reports of materials or work not conforming to the requirements of the DSA-approved construction documents. These reports shall be submitted to DSA, the architect, structural engineer, project inspector and the school district.
- Submit daily special inspection reports in a timely manner such that construction is not delayed and not to exceed seven days from the date the special inspections were performed. The reports are to be submitted to the project inspector, architect, structural engineer, and the school district and, when requested, to DSA. As a convenience, and if agreed upon by involved parties, the special inspection reports may be submitted electronically as identified in *Section 4* of this procedure.
- Submit form DSA 292: Special Inspectors Employed Directly by the District Verified Report as prescribed in *Section 4*.

The reports are required to be submitted upon any of the following events occurring:

- Within 14 days of the completion of the special inspection work.
  - Work on the project is suspended for a period of more than one month.
  - The services of the special inspector are terminated for any reason prior to completion of the project.
  - DSA requests a verified report (see interim verified reports below; this is a “DSA request”).
- Special inspectors who contract directly with the school district are to submit an interim Special Inspectors Employed Directly by the District Verified Report (form DSA 292) as prescribed in *Section 4* for each of the applicable sections of the form DSA 152, prior to the project inspector signing off that section of the Project Inspection Card, if that section required special inspections. (Interim verified reports are not required for the DSA 152-IP unless the independent special inspector performs welding special inspection; see *Section 1.7* for verified report requirements). The sections are:
    1. Initial Site Work and Foundation Prep.
    2. Vertical and Horizontal Framing.
    3. Appurtenances.
    4. Finish Site Work and Other Work.

### 1.12 Duties of the Architect/Engineer related to the use of forms DSA 152 and DSA 152-IP are as follows:

- Responsible to the school board and to DSA to see that the completed work conforms in every material respect to the DSA-approved construction documents.
- Ensure the project inspector, in-plant inspector (when applicable), and independently contracting special inspector(s) (i.e., not employed by the Laboratory of Record) are approved by DSA for the project by submitting form DSA 5-PI, DSA 5-IP (when applicable) and DSA 5-SI (for independently contracting special inspector(s)) to and obtaining approval from DSA prior to the start of construction, and prior to requesting issuance of form DSA 152 or DSA 152-IP.
- Provide a copy of all the DSA-approved construction documents to the project

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inspector, in-plant inspector (when applicable), Laboratory of Record and special inspector(s) independently contracting directly with the school district prior to the commencement of construction.

- Provide a copy of the DSA-approved List of Required Structural Tests and Special Inspections (form DSA-103) to the project inspector, in-plant inspector (when applicable), Laboratory of Record and special inspector(s) independently contracting directly with the school district prior to the commencement of construction. Upload a copy of the approved List of Required Structural Tests and Special Inspections (form DSA-103) to the applicable A/E folder in DSAbbox in accordance with *Section 4* of this procedure.
- Provide general direction of the work of the project inspector and in-plant inspector (when applicable).
- Issue specific instructions to the testing facility and the special inspectors prior to start of construction.
- Direct and monitor the work of special inspectors who are not provided by the Laboratory of Record, as defined in Section 4-335(f)1B of the 2013 and 2016 California Administrative Code (Title 24, Part 1).
- Notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection reports as not conforming to the DSA-approved construction documents. Facilitate resolution of deviation notices as needed in association with such non-conforming aspects.
- Respond to DSA Field Trip Notes (form DSA 135 or comparable) as necessary, especially those items identified with a time frame for response in order to avoid potential covering up of deviated work and/or a stop work order.
- Provide observation of the construction. All architects and engineers having responsibility for observation of the work as listed on the Application for Approval of Plans and Specifications (form DSA 1 and DSA 1-MR, when applicable), shall maintain such personal contact with the project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the architect or engineer or their qualified representative to observe the construction.
- Administer CCDs as prescribed in IR A-6.
- The architect or engineer, as identified above, is required to submit Architect/Engineer Verified Reports (form DSA 6-AE or, when applicable, sign the DSA 152-IPI for construction of permanent modular or relocatable buildings) as prescribed in *Section 4*.

The reports are required to be submitted when any of the following events occur:

- The project is substantially complete. DSA considers the project to be complete when the construction is sufficiently complete in accordance with the DSA-approved construction documents so that the owner can occupy or utilize the project.
- Work on the project is suspended for a period of more than one month.
- The services of the architect or engineer are terminated for any reason prior to completion of the project.
- DSA requests a verified report (see interim verified reports below; this is a

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*DSA request).*

- The architect or engineer shall submit an interim Architect/Engineer Verified Report (form DSA 6-AE) as prescribed in *Section 4* for each of the applicable sections of the form DSA 152 prior to the project inspector signing off that section of the project inspection card. (Interim verified reports are not required for the DSA 152-IPI; see *Section 1.7* for verified report requirements). The sections are:
  1. Initial Site Work and Foundation Prep.
  2. Vertical and Horizontal Framing.
  3. Appurtenances.
  4. Finish Site Work and Other Work.

**1.13 Duties of the design professionals delegated responsibility related to the use of forms DSA 152 and DSA 152-IPI are as follows:**

- Responsible to the school board and to DSA to see that the completed work for which they are delegated responsibility conforms in every material respect to the DSA-approved construction documents.
- For the architect or engineer delegated responsibility for observation of fabrication of modular or relocatable buildings in Section 1.0 or, when sub-delegated, Section 1.1 of the DSA 1-MR, ensure the in-plant inspector and independently contracting special inspector(s) (i.e., not employed by the Laboratory of Record) are approved by DSA for the project by submitting form DSA 5-IPI and DSA 5-SI (for independently contracting special inspector[s]) to and obtaining approval from DSA prior to the start of construction, and prior to requesting issuance of form DSA 152-IPI.
- Provide observation of the construction. All architects and engineers having delegated responsibility are also responsible for observations of the applicable portions of the work as delegated on the Application for Approval of Plans and Specifications (form DSA 1 and, when applicable, DSA 1-MR) (if there are any changes to such delegated individuals after project approval, use form DSA 108 to indicate such changes). As such, they shall maintain such personal contact with the project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the architect or engineer or their qualified representative to observe the construction. The geotechnical engineer is included in this required duty for scope related to geotechnical engineering.
- For the architect or engineer delegated responsibility for observation of in-plant construction of permanent modular or relocatable buildings, the term “personal contact” shall mean periodic visits to manufacturing plants of reasonable frequency to provide general observation and verify quality assurance of construction practices, and project-specific knowledge obtained from the reporting of inspectors and special inspectors on the progress of the work, testing of materials, inspection, and superintendence of the work in accordance with the DSA-approved construction documents. Reports may include photos and digital images. The exercise of reasonable diligence to obtain the facts is required.
- Submit an Architect/Engineer Verified Report (form DSA 6-AE or, when applicable, sign the DSA 152-IPI for construction observation of permanent modular or relocatable buildings; see *Section 1.7* for additional information) as prescribed in *Section 4*.

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The reports are required to be submitted upon any of the following events occurring:

- The project is substantially complete. DSA considers the project to be complete when the construction is sufficiently complete in accordance with the DSA-approved construction documents so that the owner can occupy or utilize the project.
- Work on the project is suspended for a period of more than one month.
- The services of the architect or engineer are terminated for any reason prior to completion of the project.
- DSA requests a verified report (see interim verified reports below; this is a “DSA request”).
- The Design Professional in General Responsible Charge shall submit an Interim Architect/Engineer Verified Report (form DSA 6-AE), signed by all architects and engineers having delegated responsibility for construction observation as prescribed in *Section 4*. Such a report is required for each of the sections of the form DSA 152 applicable to the areas of delegated responsibility, prior to the project inspector signing that section off on the project inspection card. (Interim verified reports are not required for the DSA 152-IPI; see *Section 1.7* for verified report requirements). The sections are:
  1. Initial Site Work and Foundation Prep.
  2. Vertical and Horizontal Framing.
  3. Appurtenances.
  4. Finish Site Work and Other Work.

### **1.14 Duties of contractor related to the use of forms DSA 152 and DSA 152-IPI are as follows:**

- The contractor shall carefully study the DSA-approved documents and shall plan a schedule of operations well ahead of time.
- If at any time it is discovered that work is being done which is not in accordance with the DSA-approved construction documents, the contractor shall correct the work immediately.
- Verify that DSA 152 and, when applicable, DSA 152-IPI forms were issued for the project prior to the commencement of construction.
- Meet with the design team, the Laboratory of Record and the project inspector to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Notify the project inspector and, when applicable, in-plant inspector, in writing, of the commencement of construction of each and every aspect of the work at least 48 hours in advance by submitting Commencement/Completion of Work Notification (form DSA 156), or other agreed-upon written documents, to the project inspector.
- Notify the project inspector and, when applicable, the in-plant inspector, of the completion of construction of each and every aspect of the work by submitting form DSA 156 (or other agreed-upon written documents) to the project inspector.
- Consider the relationship of the signed-off blocks and sections of the form DSA 152 and the commencement of subsequent work. Until the project inspector has signed



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off applicable blocks and sections of the form DSA 152, the contractor may be prohibited from proceeding with subsequent construction activities that cover up the unapproved work. Any subsequent construction activities that cover up the unapproved work will be subject to a "Stop Work Order" from DSA or the school district (see IR A-13 for additional information), and are subject to removal and remediation if found to be in noncompliance with the DSA-approved construction documents.

- Submit the final verified report. All prime contractors are required to submit final Contractor Verified Reports (form DSA 6-C) as prescribed in *Section 4*.

The reports are required to be submitted upon any of the following events occurring:

- The project is substantially complete. DSA considers the project to be complete when the construction is sufficiently complete in accordance with the DSA-approved construction documents so that the owner can occupy or utilize the project.
- Work on the project is suspended for a period of more than one month.
- The services of the contractor are terminated for any reason prior to the completion of the project.
- DSA requests a verified report.

### **1.15 Duties of the school district related to the use of forms DSA 152 and DSA 152-IPI are as follows:**

- Provide for competent, adequate and continuous construction inspections and material testing for the project by employing an appropriate DSA certified and approved project inspector, in-plant inspector (when applicable), and Laboratory of Record.
- Contractually provide for and ensure that the design team is fulfilling their code required duty to observe the construction by making periodic visits of reasonable frequency. All architects and engineers having responsibility for observation of the work as listed on the Application for Approval of Plans and Specifications (form DSA 1 and, when applicable, DSA 1-MR), shall maintain such personal contact with the project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the architects and engineers or their qualified representatives to observe the construction. For permanent modular or relocatable buildings, the architect or engineer delegated responsibility for observation of in-plant construction, personal contact shall mean visits to manufacturing plants of sufficient frequency to provide quality assurance of construction and in-plant structural/material and fire/life safety testing and inspection in accordance with the DSA-approved construction documents.
- Ensure that the project inspector and independently contracting special inspector(s) (i.e., not employed by the Laboratory of Record) are approved by DSA for the project by submitting form DSA 5-PI (DSA 5-AI for assistant inspectors; DSA 5-IPI for in-plant inspectors) and DSA 5-SI to and obtaining approval from DSA prior to the start of construction and prior to requesting issuance of project inspection cards (DSA 152 and, when applicable, DSA 152-IPI forms).
- Ensure the Laboratory of Record is DSA-accepted and employed by the school district prior to the start of construction and prior to requesting issuance of project inspection cards (DSA 152 and, when applicable, DSA 152-IPI forms).

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- Ensure that the Project Inspection Cards (DSA 152 and, when applicable, DSA 152-IPI forms) are issued prior to commencement of construction.
- Submit Statement of Final Actual Project Cost (form DSA 168) to DSA when the project is substantially complete.

**1.16 Duties of DSA related to the use of forms DSA 152 and DSA 152-IPI are as follows:**

- Evaluate the submitted form DSA 5-PI, DSA 5-IPI (when applicable), DSA 5-AI, and/or DSA 5-SI (when applicable) to determine if the proposed project inspector and, when applicable, the in-plant inspector are qualified for the project.
- Upon determining the proposed project inspector and, when applicable, in-plant inspector and/or special inspector is qualified for the project, approve and return the form DSA 5-PI, DSA 5-IPI (when applicable), DSA 5-AI, and/or DSA 5-SI (when applicable) within five working days of receipt.
- Upon receipt of a completed form DSA 102-IC and approval of the DSA 5-PI and DSA 5-IPI (when applicable), determine the necessary quantities of Project Inspection Cards (DSA 152 and DSA 152-IPI forms), assign the Project Inspection Card numbers and issue the cards within five working days.
- Upload forms DSA 5-PI, DSA 5-IPI (when applicable), DSA 5-AI, and/or DSA 5-SI (when applicable), DSA 102-IC, DSA 152 and DSA 152-IPI to DSAbbox.
- Hold all involved parties accountable for compliance with their required duties.
- Supervise and review the performance of the project inspector (includes review of the project inspector's job file and use of form DSA 119 and, at project completion, use of form DSA 180).
- Make site visits as necessary. Record pertinent items to document the site visit and communicate to the project inspector, in-plant inspector, design professionals, special inspectors, Laboratory of Record, and school district using form DSA 135.
- Issue Orders to Comply or Stop Work Orders, in compliance with DSA IR A-13, if required, and as appropriate to achieve compliance with the DSA-approved construction documents and applicable codes (this includes DSA procedure PR 13-01 since the procedure implements the relevant sections of the CCR, Title 24, Part 1).

**1.17 Use of form DSA 152 for parts of the construction that require multiple**

**increments:** Some construction requires incremental work to make a complete system. An example is a large foundation system that may be placed incrementally over a period of time. In this example, framing may be starting in one area (where the foundation is in place) while foundation work is still occurring in another area of the same building. The expectation of DSA for these occurrences is:

- The Project Inspection Card applicable blocks and sections are signed off by the project inspector at the completion of the system, not during the construction of the increments.
- Until the system is complete, the project inspector, architect/engineers and contractors mutually agree on a system to keep track of compliant construction. One such system (using the above example) may be that a copy of the foundation plan is marked up showing areas of compliance. The applicable blocks and sections of the inspection card are then signed off once all areas of the foundation are complete, are determined to be in compliance with the DSA-approved construction documents, the

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required structural/material and fire/life safety testing and inspections are complete, and the required documentation has been received by the project inspector.

- 1.18 Executive Summary of Form DSA 152:** See Appendix A for a summary of typical construction components and systems that are associated with each section/block of the inspection card. While the listing is not comprehensive, it provides a good foundation for understanding and consistency.

**2. REQUIREMENTS FOR THE USE OF FORMS DSA 151, DSA 154, DSA 155, AND DSA 6-PI:** **Note:** For in-plant construction, the in-plant inspector shall follow the requirements described below for project inspectors.

**2.1 Requirements for use of form DSA 151: Project Inspector Notifications:**

- The project inspector must make certain notifications to DSA. These include start of work, minimum 48 hours' notice prior to completion of foundation trenches, minimum 48 hours' notice prior to first concrete placement or significant concrete placement, and when work is suspended for more than one month.
- If there is an incorrect number or missing DSA 152 or DSA 152-IPI cards, the project inspector shall notify DSA using the form DSA 151.
- The report shall be made on form DSA 151 and submitted to DSA. Lack of compliance may be cause for DSA to record this noncompliance on the form DSA 119.
- A copy of each notification shall be kept in the project inspector's job file.

**2.2 Requirements for use of form DSA 154: Notice of Deviations/Resolution of Deviations:**

- When the project inspector identifies deviations from the DSA-approved construction documents the inspector must verbally notify the contractor. If the deviations are not corrected within a reasonable time frame or the contractor has covered up non-inspected or noncompliant work, the inspector is required to promptly issue a written notice of deviation to the contractor, with a copy sent to the design professional in general responsible charge and DSA.
- When the noticed deviations are corrected, the inspector is required to promptly issue a written notice of resolution to the contractor, with a copy sent to the design professional in general responsible charge and DSA.
- Deviations include both construction deviations and material deficiencies.
- The written notice of deviations shall be made using form DSA 154 and submitted to DSA (do not sign Section 3 of the form for deviation notifications). Lack of compliance may cause DSA to record this noncompliance on the form DSA 119.
- The notice of resolution of deviations shall be made using the original form DSA 154 that reported the deviations and be submitted to DSA (complete and sign Section 3 of the form for resolution of deviations). Lack of compliance may be cause for DSA to record this noncompliance on the form DSA 119.
- A copy of each notice shall be kept in the project inspector's job file.

**2.3 Requirements for use of form DSA 155: Project Inspector Semi-Monthly Report:**

- The project inspector must make semi-monthly reports (on the 1st and 16th of every month) on the progress of construction. The Project Inspector Semi-Monthly Report must be submitted to the design professional in general responsible charge, project

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structural engineer, DSA, and the school district.

- The report must be made on form DSA 155 and submitted to DSA. Lack of compliance may cause DSA to record this noncompliance on the form DSA 119.
- A copy of each report shall be kept in the project inspector's job file.

#### **2.4 Requirements for use of Project Inspector Verified Report (form DSA 6-PI; form DSA 152-IPI for in-plant inspectors):**

- The project inspector shall submit Project Inspector Verified Report (form DSA 6-PI; form DSA 152-IPI) directly to DSA, the design professional in general responsible charge and the school district upon any of the following events occurring:
  - Work on the project is suspended for a period of more than one month.
  - The services of the inspector are terminated for any reason prior to completion of the project and such termination is not a result of work stoppage.
  - At the time of occupancy of any building, or portion of a building, involved in the project prior to completion of the entire DSA-approved scope of work. This reporting requirement applies to buildings that are newly constructed or rehabilitated as part of the project. A sketch drawing or written description shall be submitted to DSA, along with the DSA 6-PI, in order to identify the building(s) or portion thereof where occupancy has occurred.
  - The project is substantially complete. DSA considers the project to be complete when the construction is sufficiently complete, in accordance with the DSA-approved construction documents, so that the owner can occupy or utilize the project as determined by the project owner and design professional in general responsible charge.
  - DSA requests a verified report. The Project Inspection Card, form DSA 152; DSA 152-IPI, is considered a project inspector's verified report *as requested by DSA* and as such the applicable blocks and sections shall be kept updated as construction progresses.

**Note:** Each project may require filing of multiple reports. For example, the code requires filing a verified report for buildings that become occupied prior to completion of the entire scope. The same project will also require a final verified report upon completion of the entire project scope.

- The verified reports shall be made using forms DSA 6-PI and DSA 152 / DSA 152-IPI as appropriate, and submitted to DSA. Lack of compliance may cause DSA to record this noncompliance on the form DSA 119.
- A copy of each verified report shall be kept in the project inspector's job file.

#### **3. REQUIREMENTS FOR PROJECT INSPECTOR JOB FILE:** Refer to *IR A-8: Project Inspector and Assistant Inspector Duties and Performance* for a thorough discussion about requirements for the project inspector's job file.

**Note:** The in-plant inspector shall also follow the requirements described in IR A-8 for the project inspector's job file and substitute DSA 152-IPI for DSA 152.)

#### **4. ELECTRONIC SUBMITTAL OF DOCUMENTS TO DSA:** Wherever in this procedure it indicates to submit a document to DSA, the document shall be submitted using the method indicated below.

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- 4.1 Submittal of all forms DSA 5 and DSA 102-IC:** These two forms shall be sent by email to the DSA Regional Office with the construction oversight authority for the project.

Email addresses for submittals are:

- DSA Oakland: [oakfielddocs@dgs.ca.gov](mailto:oakfielddocs@dgs.ca.gov)
- DSA Sacramento: [sacfielddocs@dgs.ca.gov](mailto:sacfielddocs@dgs.ca.gov)
- DSA Los Angeles: [lafielddocs@dgs.ca.gov](mailto:lafielddocs@dgs.ca.gov)
- DSA San Diego: [sdfielddocs@dgs.ca.gov](mailto:sdfielddocs@dgs.ca.gov)

- 4.2 Submittal of all other forms and documents:** Submittals shall be uploaded to DSAbbox. For DSAbbox instructions see [DSAbbox External Library](#). All documents submitted to DSAbbox shall be in PDF format. The naming convention specified in *Section 1.4* of the DSAbbox External Users Training Module shall be used when uploading documents to DSAbbox. Any document(s) incorrectly uploaded or named will be deleted and a notification with a deadline for the corrected submittal will be sent to the appropriate responsible individual(s). If the corrected document(s) is not uploaded by the notification specified deadline, it may result in an uncertified project and identification of the responsible individual(s) and missing document(s) noted on the DSA 301-P posted for public viewing in [DSA Certification Box](#).

**Note:** Once a DSA 301-P is issued, there will no longer be access to upload documents to DSAbbox; instead, documents must be uploaded to DSA Certification Box (see DSA Procedure *PR 13-02: Project Certification Process* for additional information).

- 4.2.1 Documents required to be uploaded to DSAbbox by the Project Inspector include:** **Note:** The in-plant inspector for permanent modular or relocatable buildings will submit the same documents described below but replace DSA 152 with DSA 152-IPI.

- DSA 6-PI
- DSA 130
- DSA 151
- DSA 152
- DSA 152-IPI
- DSA 154
- DSA 155
- DSA 156

- 4.2.2 Documents required to be uploaded to DSAbbox by the Laboratory include:**

- DSA 291
- DSA 293
- DSA 109
- Test and inspection reports (Nonconforming and, when requested by DSA, conforming per Section 1.9 of this Procedure).

- 4.2.3 Documents required to be uploaded to DSAbbox by the Architect/Engineer in General Responsible Charge include:**

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- DSA 6-AE
- DSA-103
- *DSA 140: Application for Approval of Construction Change Document – CCD Category A/B.*

### 4.2.4 Documents required to be uploaded to DSABox by Contractors include:

- DSA 6-C

### 4.2.5 Documents required to be uploaded to DSABox by the School District/Owner include:

- DSA 108
- DSA 168

### 4.2.5.1 Documents required to be uploaded to DSABox by Special Inspectors not in the employ of the Laboratory of Record include:

- DSA 292.
- Special Inspector test and inspection reports (Nonconforming).

### 4.2.5.2 Documents required to be uploaded to DSABox by Geotechnical Engineers not in the employ of the Laboratory of Record include:

- DSA 293
- Special Inspector test and inspection reports (Nonconforming).

## 5. APPLICABILITY OF PROCEDURE PR 13-01:

### 5.1 Projects with Construction Started on or after June 1, 2013: This procedure is applicable and must be implemented at the start of construction.

### 5.2 Projects with Construction Started before June 1, 2013, but not complete:

In order to allow for transition, the following portions of this procedure shall be implemented as noted below. Required reporting and submittal of documents shall continue to be done in the manner currently employed on the project:

#### 5.2.1 Form DSA 151: Project Inspector Notifications:

The project inspector shall comply with the requirements of this procedure for all notifications to DSA for affected work starting after July 1, 2013.

#### 5.2.2 Form DSA 154: Notice of Deviations/Resolution of Deviations:

The project inspector shall comply with the requirements of this procedure for all deviations occurring after July 1, 2013, and for all unresolved project deviations.

#### 5.2.3 Form DSA 155: Project Inspector Semi-Monthly Report:

The project inspector shall comply with the requirements of this procedure for all semi-monthly reports issued after July 1, 2013.

#### 5.2.4 Form DSA 6-PI: Project Inspector Verified Report:

The project inspector shall comply with the requirements of this procedure effective June 1, 2013.

#### 5.2.5 Project Inspector Job File:

The project inspector's job file shall comply with the requirements of IR A-8.

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A DSA Procedure documents a process or series of steps that DSA staff and/or external stakeholders must complete in order to fulfill one or more administrative requirements of DSA's review and approval of plans and specifications and construction oversight programs.

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### APPENDIX

**Executive Summary of DSA 152 Project Inspection Card:** The following provides a summary of typical construction components and systems that are associated with each section/block in the inspection card. While the listing is not comprehensive, it provides a good foundation for understanding and consistency. Refer to the *DSA 152 Manual* for additional detailed inspection and documentation requirements.

#### SECTION 1 – INITIAL SITE WORK AND FOUNDATION PREP:

##### Block 1 – Mass Grading

- Rough Grading of Overall Site
- Cuts/Fills
- Soil Remediation
- Soil Stabilization
- Soil Nails, Tie Backs, Rock/Soil Anchors
- Horizontal/Vertical Controls

##### Block 2 – Building Pad

- Soil Preparation Specific to Support of Structures
- Building Pad
- Soil Remediation
- Soil Densification
- Stone Columns

##### Block 3 – Drainage Devices

- Storm Water Collection/Distribution systems
- On-Site Retention Systems
- Foundation Drain systems
- Retaining Wall Drain Systems

##### Block 4 – Utilities (Rough-in)

- FLS Utilities/Systems
- MEP Utilities/Systems
- MEP Vaults
- Thrust Blocks

##### Block 5 – Excavations

- Foundation Systems
- Driven Piles

##### Block 6 – Forms

- Formwork
- FLS Systems
- MEP Systems
- Waterproofing/Vapor Barriers

##### Block 7 – Steel Reinforcing

- Reinforcing (bars, tendons, etc.)
- Embeds

#### SECTION 2 - VERTICAL AND HORIZONTAL FRAMING:

##### Block 8 – Foundation Concrete

- Verify Foundation Is Compliant (concrete 28 day strength, etc.)

##### Blocks 9 - 12 – Concrete, Masonry,

##### Wood, Steel

- Walls
- Columns
- Frames

##### Blocks 13-15 – Concrete, Wood, Steel

- Floors
- Roofs



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### SECTION 3 – APPURTENANCES:

#### Block 16 – Ceilings

- Ceilings
- Soffits
- Suspended Baffles

#### Block 18 – Rated Assemblies

- Walls
- Shafts
- Floors
- Roofs
- Ceilings
- Doors
- Fire Doors
- Windows
- Penetrations
- Dampers
- Fire-Proofing

#### Block 20 – Automatic Fire Suppression Systems

- Sprinklers
- Chemical
- Deluge
- Water Curtains
- Extinguishers
- Support/Bracing/Anchorage of AFSS

#### Block 22 – MEP (FLS)

- MEP Fire Suppression Systems (smoke and fire dampers)
- Kitchen Hoods
- Laboratory Hoods
- Dust Collection Systems
- Smoke Control Systems

#### Block 17 – Exterior Cladding

- Storefront/Window Walls
- Veneer
- Precast Concrete Panels
- Wall Finishes (stucco/plaster/wood/aluminum/etc.)
- Manufactured Systems (EFIS, GRFC, etc.)

#### Block 19 – Fire Alarms:

- Fire/Smoke Alarm System (includes support, anchorage, bracing, etc.)

#### Block 21 – MEP (Structural)

Support/Bracing/Anchorage for:

- MEP
- Equipment
- HVAC System
- Ducts
- Electrical
- Pendant Lights
- Transformers
- Switch Gears
- IDF/MDF/etc.
- Pipes
- Tanks

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### SECTION 4 – FINISH SITE WORK AND OTHER WORK:

#### Block 23 – Fine Grading

- Finish Grades
- Grading for Accessible POT System
- Grading for Run-off (drainage)

#### Block 24 – Flatwork

Accessible Path of Travel Systems such as:

- Stairs
- Ramps
- Walks
- Gates

#### Block 25 – Parking

- Drop-off
- Accessible parking
- Striping
- Signage
- Truncated Domes

#### Block 26 – Fire Lane

- Fire Lane

#### Block 27 – Other Work Structural

Support/Bracing/Anchorage for:

- Theater Systems (stage rigging, catwalks, speaker, lighting, curtains, etc.)
- Non-bearing partitions
- Operable partitions
- Casework
- Stairs
- Elevators
- Weather Protection

#### Block 28 – Other Work Fire Life Safety

- Egress Components
- Doors
- Gates
- Emergency Lighting
- Building Signage
- Site Signage
- Elevators
- Hazardous Materials

#### Block 29 – Other Work Accessibility

- Building Signage
- Site Signage
- Drinking Fountains
- Accessible POT Systems
- Stairs
- Ramps
- Walks
- Doors
- Gates
- Elevator
- Specialty Areas (restrooms, kitchens, casework, etc.)

**EXHIBIT G**  
**DSA FORM IR-A6**

## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

<b>Disciplines:</b> All	<b>History:</b>	Revised 11/27/18	Revised 11/21/12	Revised 11/15/06
		Revised 12/16/16	Revised in its entirety 11/01/12	Issued 09/01/99
		Revised 07/08/14	Revised 11/16/09	
		Revised 02/14/14	Revised 09/18/07	

Division of the State Architect (DSA) documents referenced within this publication are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

**PURPOSE:** This Interpretation of Regulation (IR) provides clarification of specific Code requirements relating to construction changes that must be submitted to DSA and defines the construction change document process.

**DEFINITIONS:** The following definitions apply to terms used in this document:

**Approved Construction Documents** – The Structural, Access or Fire & Life Safety related portions of the plans, specifications, addenda, deferred approvals, revisions, and construction change documents duly approved by DSA.

**Change** – Revisions, deletions, additions, and substitutions to approved construction documents.

**Change Order** – A document defining construction changes that result in changes to the contract.

**Clarification** – A statement from the architect or engineer in general responsible charge of the project that clarifies (but does not change) the requirements of the approved construction documents.

**Contract** – A written agreement for construction, alteration, repair or other construction activities associated with facilities regulated by DSA.

**Construction Change** – Changes to the approved construction documents after a contract for the work has been awarded.

**Construction Change Document (CCD)** – The documentation of construction changes.

**Design Professional in General Responsible Charge** – The architect or engineer in general responsible charge of the project as listed on Line 23 of form *DSA 1: Application for Approval of Plans and Specifications*.

**Drawing** – An illustration on paper or electronic medium.

**Field Change Document (FCD)** – A document defining construction changes but, unlike change orders, does not require approval of the school board nor an accounting of construction cost changes.

**Interpretation** – A statement from the architect or engineer in general responsible charge of the project that interprets (but does not change) the requirements of the approved construction documents.

**Responsible Design Professional** – The architect or engineer in general responsible charge of the project, as listed on Line 23 of form DSA 1, or architects or engineers with delegated responsibility for portions of the project as listed on Line 24a-24d or 25 of form DSA 1.

## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

**1. SUBMITTAL REQUIREMENTS FOR CONSTRUCTION CHANGES:** After a contract for the work has been let, changes to the approved construction documents shall be made by means of a CCD.

It is the responsibility of the design professional in general responsible charge to determine if changes affect the Structural, Access or Fire & Life Safety portions of the project. (See Section 4 below about the statement on the verified report.)

The design professional in general responsible charge shall prepare the CCD and is responsible for code and process compliance.

The following define requirements for submittal of a CCD to DSA.

**1.1 Changes to or affecting the Structural, Access Compliance or Fire & Life Safety portions of the project:**

- These changes shall be classified as **CCD Category A**.
- A CCD Category A is required to be submitted to and approved by DSA prior to commencement of the affected work.
- A CCD Category A must be submitted to DSA using form *DSA 140: Application for Approval of Construction Change Document - CCD Category A/B* depicted in Appendix A of this IR and available on the DSA forms page. Submittal process requirements are defined in Section 2 of this IR and must be followed.

**1.2 Changes NOT affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project:**

- These changes shall be classified as **CCD Category B**.
- CCD Category B are not required to be submitted to DSA unless specifically required, in writing, by DSA. However, a design professional, at their discretion, may choose to submit a CCD Category B. (Refer to Section 3 for fees charged.)
- If DSA requires any CCD Category B to be submitted, then they shall be submitted to DSA, similar to CCD A, using form DSA 140.
- If DSA requires a CCD Category B to be submitted, then DSA will review for concurrence that it does not contain changes to or affect the Structural, Access or Fire & Life Safety portions of the project. If necessary, and at its sole discretion, DSA will reassign the CCD to Category A.
- If DSA concurs the document is a category B document, an approval stamp will be applied to the document.

**1.3 Change Orders:** Change Orders are not required to be submitted to DSA. The CCD process replaces the need to submit Change Orders (except as noted in Section 7).

Changes to the construction cost are reported to DSA using *form DSA 168: Statement of Final Actual Project Cost* at the conclusion of the project.

**2. SUBMITTAL PROCESS:** Submittal of CCDs must conform to the following requirements:

- 2.1** Must be submitted by the design professional in general responsible charge.
- 2.2** Must be submitted to DSA using form DSA 140.
- 2.3** Each CCD submittal must use a separate DSA CCD form.
- 2.4** The DSA CCD form must be filled out completely, including identification of the CCD

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**CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS**

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Category A or B, leaving no fields blank. For Category B CCDs, indicate whether the submission is voluntary or DSA required. When DSA provides written direction compelling submission of a CCD Category B, attach a copy of the DSA written notification compelling submission.

**2.5** Each CCD must be uniquely numbered. The numbering may be numeric or alpha-numeric.

- If the submitted CCD is returned by DSA not approved, the CCD number used in the original submittal must remain the same for any subsequent re-submittals.
- If a submitted CCD Category B is returned by DSA not approved, the CCD number used in the original submittal must remain the same when re-submitting as a CCD Category A.

**2.6** Proposed changes must be described clearly and completely.

**2.8** All drawings, and, when applicable, the first page or index of specifications and calculations associated with the proposed change must be stamped, signed, and indicate date of signing by the responsible design professional as an attachment to form DSA 140.

**2.9** Reference to the specific portions of the drawings or specifications that are being changed must be included.

**2.10** Changes to any testing or inspection requirements associated with the proposed change must be clearly described with a revised form DSA 103: List of Structural Tests and Special Inspections.

**2.11** Each page in the CCD, including the pages in each attachment, shall be clearly and uniquely numbered. All drawings attached to describe the changes shall be clearly numbered, labeled, and referenced.

**2.12** When drawings containing DSA approval stamps are revised and reissued as part of the CCD, all of the following requirements must be met:

- Images of all DSA approval stamps must be removed from the drawing (or crossed out) prior to making any changes to the drawings.
- Each change shall be clouded and identified on the drawing.
- All drawings must be re-stamped and re-signed by the responsible design professional. The date of signing shall be provided.

**2.13 CCD Submittal to DSA**

**2.13.A Projects submitted to DSA prior to October 1, 2018:** DSA Box or Bluebeam studio may be utilized for CCD submittals as directed by the DSA Regional Office. If [DSABox](#) is utilized for CCD submittals, each CCD shall be submitted as a single document and include form DSA 140 as the first page. In some cases, large size drawings associated with CCDs may need to be submitted as a hard copy to the appropriate DSA regional office. The design professional should contact the DSA regional office to determine file size limitations and submittal guidelines, and review DSABox instructions in the [DSABox External Library, Module 2.13](#). If Bluebeam studio is utilized for CCD submittals, see *DSA PR18-04: Electronic Plan Review for Design Professionals of Record* for submittal procedures.

**2.13.B Projects submitted to DSA on or after October 1, 2018:** Bluebeam Studio will be utilized for CCD submittals. See DSA PR18-04 for submittal procedures

**CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS****3. REVIEW AND APPROVAL/CONCURRENCE BY DSA:**

- DSA will charge fees in accordance with IR A-30 for all Category A CCDs submitted to DSA for approval. Category B CCDs voluntarily submitted by the design professional to DSA will be charged fees for review and concurrence. Category B CCDs required by a DSA representative to be submitted will not cause charged fees if DSA concurs the CCD is Category B.

**3.1 CCD Category A:**

- DSA reviews CCD Category A for minimum compliance with the codes regulating the Structural, Access and Fire & Life Safety portions of the project.
- If not approved by DSA, then the CCD is returned to the design professional in general responsible charge for corrections. DSA will return the document for corrections with a form DSA 140 attached indicating the status of the review and update eTracker accordingly. After corrections are made then the CCD is re-submitted (must include the DSA comments and a copy of the form DSA 140 from the previous unapproved submittal) following the submittal process outlined in Section 2 of this IR
- If approved by DSA, then DSA places the approved CCD in DSAbbox as described in DSAbbox External Library, Module 2.13 (see Section 4 for requirements for distribution by the design professional in general responsible charge).

**3.2 CCD Category B:**

- DSA reviews CCD Category B to provide concurrence that the changes do not affect the Structural, Access or Fire & Life Safety portions of the project.
- DSA approval of CCD Category B is not approval for code compliance, but is concurrence that the documents do not change the Structural, Access and/or Fire & Life Safety portions of the project.
- If not approved by DSA, then the CCD is returned to the design professional in general responsible charge for corrections. After corrections are made, then the CCD is re-submitted using CCD Category A form DSA 140 (must include the DSA comments and a copy of the form DSA 140 from the previous unapproved submittal) following the submittal process outlined in Section 2 of this IR. The remaining review process will follow that for CCD Category A described in Section 3.1 of this IR.
- If approved by DSA, then DSA places the approved CCD in DSAbbox as described in DSAbbox External Library, Module 2.13 (see Section 4 for requirements for distribution by the design professional in general responsible charge).

**4. DUTIES OF DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE**

**4.1 Distribution of CCD Category A Documents:** The design professional in general responsible charge shall provide the contractor and project inspector with DSA approved CCD Category A prior to commencement of work shown thereon.

**4.2 CCD Category A Statement in Final Verified Report:** The final verified report (form DSA 6-AE) from the design professional in general responsible charge must include a statement that all changes to or affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project have been approved by DSA. The intent for all projects is that this final verified report be dated after the approval of those CCDs.

**CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS**

**5. DUTIES OF THE PROJECT INSPECTOR WITH RESPECT TO CCDs:** The project inspector shall follow the CCD Category A record-keeping and monitoring requirements, issuing deviation notices when appropriate, as specified in IR A-8: Project Inspector and Assistant Inspector Duties and Performance.

**6. MONITORING OF CHANGES BY DSA:** If DSA determines that changes to the plans or specifications appear to require DSA approval (changes affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project), DSA shall notify the design professional in responsible charge and require the changes to be submitted for review and approval by DSA or require evidence the changes are CCD Category B.

**7. TRANSITION:** The following provides direction for submittal of construction change documents (Change Orders, (Field Change Document) FCDs or CCDs) for projects in various stages of completion of construction. All projects for which construction commences on or after January 2, 2013 are required to use the CCD process described in this IR.

**7.1 Projects for which, prior to November 1, 2012, construction is essentially complete, having been issued a DSA 90-day letter or “closed uncertified” by DSA:** Projects in this category may have an issue of “unresolved change orders” or “unresolved FCDs.” The status of these could be:

- Change orders or FCDs have been submitted to DSA and are pending review or unapproved.
- Change orders or FCDs have not been submitted to DSA.

To resolve this issue, use the following options:

**Change Orders:**

**Option #1:** Submit/resubmit the change orders and obtain DSA approval. The cost information in the change order need not be included.

**Option #2:** If any or all of the “unresolved change orders” are changes that do not affect the Structural Safety, Access Compliance, or Fire & Life Safety components or portions of the project, then, in lieu of the change orders, form DSA 310: Alternate Certification Statement of Content for Change Orders, Addenda and Revisions may be submitted. The specific change orders must be listed, by number, on the form.

**FCDs:**

**Option #1:** If the FCD has been previously submitted to DSA, then resubmit the FCD and obtain DSA approval.

**Option #2:** For changes that affect the Structural Safety, Access Compliance, or Fire & Life Safety portions of the project, but have not resulted in a change order, and have not been previously submitted as an FCD, then submit as a CCD Type A.

**7.2 Projects for which construction commenced prior to January 2, 2013 and do not fall into the category defined in Section 7.1:**

- For change orders or FCDs that have been submitted to DSA, see options listed in section 7.1.
- From November 1, 2012 to January 1, 2013: If previously unsubmitted change orders or FCDs are submitted, DSA staff will assign them as CCD Category A, assign the change order/FCD number as the CCD number, and process them accordingly.



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## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

- On or after January 2, 2013: the CCD process must be followed for all new, previously unsubmitted construction changes. If previously unsubmitted change orders or FCDs are submitted, DSA staff will return them as rejected, not approved and require them to be resubmitted as CCD.

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### REFERENCES:

California Code of Regulations (CCR) Title 24  
Part1: California Administrative Code, Sections 4-215, 4-233, 4-338 and 4-341  
California Health and Safety Code, Sections 16011, 16013 and 16015  
California Education Code, Sections 17280 and 81130

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This IR is intended for use by DSA staff and by design professionals to promote statewide consistency for review and approval of plans and specifications as well as construction oversight of projects within the jurisdiction of DSA, which includes State of California public schools (K–12), community colleges and state-owned or state-leased essential services buildings. This IR indicates an acceptable method for achieving compliance with applicable codes and regulations, although other methods proposed by design professionals may be considered by DSA.

This IR is subject to revision at any time. Please check DSA's website for currently effective IRs. Only IRs listed on the webpage at [www.dgs.ca.gov/dsa/publications](http://www.dgs.ca.gov/dsa/publications) at the time of project application submittal to DSA are considered applicable.

## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

## Appendix A - Sample CCD Category A



140

## APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT – CCD CATEGORY A/B

This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: <u>Amazing Unified School District</u>	DSA File #: <u>37</u>	-
Project Name/School: <u>Best School</u>	DSA App. #: <u>04</u>	- <u>119119</u>

## APPLICANT

CCD Cat. <input checked="" type="checkbox"/> A / <input type="checkbox"/> B, #: <u>04</u>	Date Submitted: <u>5-5-16</u>	Attached Pages?: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes ( <u>2</u> pages)
For CCD Cat. B, this is a <input type="checkbox"/> voluntary submittal, <input type="checkbox"/> DSA required submittal (attach DSA notification requiring submission).		
Firm Name: <u>ABC Architects</u>	Contact Name: <u>Pat Smith</u>	
Email: <u>Pat@abc.com</u>	Phone Number: <u>(888)555-1111</u>	
Address: <u>1444 Arch Drive</u>		
City: <u>San Diego</u>	State: <u>CA</u>	Zip: <u>92127</u>
<input type="checkbox"/> A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		
<input checked="" type="checkbox"/> For project currently under construction		
<input type="checkbox"/> To obtain DSA approval of existing uncertified building(s).		

## DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

Name of Design Professional in General Responsible Charge: <u>Robin Hanks</u>	
Professional License #: <u>C72475</u>	Discipline: <u>Architect</u>
Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.	
Signature: <u>R. Hanks</u> DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE	

**CHECK THIS BOX:** ☒ To confirm that all CCD drawings and, when applicable, first sheet or index of calculations and specifications have been stamped and signed by the Responsible Design Professional listed on DSA 1 for this project.

Brief description of construction change (attach additional sheets if needed):

Change bolts to lags on detail 7/S5.

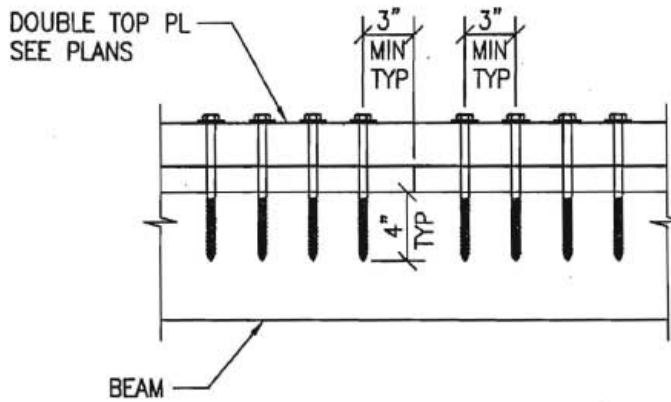
List of DSA approved drawings affected by this CCD: Sheet S5, detail 7.

DSA USE ONLY		DSA Stamp
SSS _____ Date _____ Approved / Disapproved / Not Req'd	For business office use only Date Sent _____ Return By _____ Delivery Method _____	
FLS _____ Date _____ Approved / Disapproved / Not Req'd		
ACS _____ Date _____ Approved / Disapproved / Not Req'd		
Remarks _____		

## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

## Appendix A - Sample CCD Category A (continued)

CCD 5 ATT # 1 OF 2



SCHEDULE	
TYPE	SCREWS
TYPE A	16-5/8" Ø LAG
TYPE B	24-5/8" Ø LAG

**NOTE:**

1. LOCATE SCREWS AT CENTER LINE OF TOP PLATE.
2. SPLIT TOTAL NUMBER OF SCREWS EACH SIDE OF SPLICE.
3. FOR INFO NOT SHOWN SEE 7  
S-5

ALTERNATE TO DETAIL 7  
S-5 CL-1

SHEET # 1 OF 1

REGISTERED PROFESSIONAL ENGINEER  
 NO. 13457  
 IN  
 STRUCTURAL  
 STATE OF CALIFORNIA

Project Name:	BEST SCHOOL
DSA Application #:	04-11919X
CCD Number:	05
Date:	5/5/15

## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

## Appendix A - Sample CCD Category A (continued)

PROJECT: NEW SCHOOL  
 DSA #: 04-119119X  
 CCD #: 05  
 DATE: 5/5/15

CCD 5 SHIT #2 of 2  
 (CALC SHIT #1)

CHANGE DETAIL 7/55 FROM BOLTS TO LAG

FROM 7/55  $\frac{3}{4}$ "  $\phi$  BOLTS 2X TO 4X  
 VAL = 1.2K

CHANGE TO  $\frac{5}{8}$ "  $\phi$  LAG (1 1/2" SIDE MEMBER)  
 VAL = .92K

USE 2-  $\frac{5}{8}$ "  $\phi$  LAG TO REPLACE 1-  $\frac{3}{4}$ "  $\phi$  BOLT  
 SPACE  $4d = 4 \times \frac{5}{8} = 2\frac{1}{2}" \rightarrow$  USE 3 MIN.

FROM 7/55 TWO TYPES OF SPICES.

TYPE A USES 8-  $\frac{3}{4}$ "  $\phi$  BOLTS  
 REPLACE W/ 16-  $\frac{5}{8}$ "  $\phi$  LAG.

TYPE B USES 12-  $\frac{3}{4}$ "  $\phi$  BOLTS  
 REPLACE W/ 24-  $\frac{5}{8}$ "  $\phi$  LAG.



## CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

## Appendix B - Sample CCD Category B



140

## APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT – CCD CATEGORY A/B

This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: <u>Amazing Unified School District</u>	DSA File #: <u>37</u>	-
Project Name/School: <u>Best School</u>	DSA App. #: <u>04</u>	- <u>119119</u>

**APPLICANT**

CCD Cat. <input type="checkbox"/> A / <input checked="" type="checkbox"/> B, # <u>05</u>	Date Submitted: <u>5-5-16</u>	Attached Pages?: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes ( <u>1</u> pages)
For CCD Cat. B, this is a <input checked="" type="checkbox"/> voluntary submittal, <input type="checkbox"/> DSA required submittal (attach DSA notification requiring submission).		
Firm Name: <u>ABC Architects</u>	Contact Name: <u>Pat Smith</u>	
Email: <u>Pat@abc.com</u>	Phone Number: <u>(888)555-1111</u>	
Address: <u>1444 Arch Drive</u>		
City: <u>San Diego</u>	State: <u>CA</u>	Zip: <u>92127</u>
<input type="checkbox"/> A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		
<input checked="" type="checkbox"/> For project currently under construction		
<input type="checkbox"/> To obtain DSA approval of existing uncertified building(s).		

**DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE**

Name of Design Professional in General Responsible Charge: <u>Robin Hanks</u>	
Professional License #: <u>C72475</u>	Discipline: <u>Architect</u>

Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

Signature: R. Hanks  
DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

**CHECK THIS BOX:** ☒ To confirm that all CCD drawings and, when applicable, first sheet or index of calculations and specifications have been stamped and signed by the Responsible Design Professional listed on DSA 1 for this project.

Brief description of construction change (attach additional sheets if needed):

Add painted word "SCHOOL" five feet south of existing "CROSSING" sign, centered on northbound lane of Main St. on west side of school site. Use paint specified for roadway symbols.

List of DSA approved drawings affected by this CCD: Sheet AS1, detail S3.

DSA USE ONLY	DSA Stamp
SSS _____ Date _____ Approved / Disapproved / Not Req'd FLS _____ Date _____ Approved / Disapproved / Not Req'd ACS _____ Date _____ Approved / Disapproved / Not Req'd Remarks _____ _____ _____	For business office use only Date Sent _____ Return By _____ Delivery Method _____

CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

Appendix B - Sample CCD Category B (continued)

CCD 0 SHEET # 1 OF 1

19.3'

10'

SHEET # 1 OF 1

	Project Name:	BEST School
	DSA Application #:	04-119119X
	CCD Number:	06
	Date:	5/5/15

**EXHIBIT H**  
**DSA FORM 3**

## PROJECT SUBMITTAL CHECKLIST

Division of the State Architect (DSA) documents referenced within this publication are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

### GENERAL REQUIREMENT

**Projects submitted to DSA must include 100% complete Construction Documents, finalized, completely detailed, coordinated across all disciplines and ready for construction.**

### PURPOSE

The DSA 3 submittal checklist is a guide for submitting complete documents to provide for a thorough, comprehensive and efficient plan review process by DSA. It addresses Forms, Fees, Construction Documents and Supporting Documents required by plan reviewers. As outlined in procedure *PR 17-03: Project Submittal Appointment Process*, submittals that are found to be incomplete will be rejected and required to register for a new submittal date.

### INSTRUCTIONS

The DSA 3 submittal checklist is to be completed by the design professional responsible for the quality control and coordination review of the Construction Documents. All fields should be filled with either an “X” indicating required items included in the submittal or “N/A” indicating items not applicable to the scope of work.

It is recommended that the DSA 3 checklist be reviewed by the design professional at the time the project is registered to allow adequate time to verify that all applicable items have been completed and coordinated prior to submittal. Any questions related to the applicability of a listed item to the specific project scope should be clarified with DSA intake staff at the time the project is registered and progress drawings are uploaded to DSA Box.

### PART 1 – APPLICATION FORMS

ENTER X OR N/A

1. A completed form *DSA 1: Application for Approval of Plans and Specifications*. ..... ☐  
 Note: Design Professionals listed must match those listed on the Title Sheet of the plans.
2. A completed form *DSA 3: Project Submittal Checklist*..... ☐
3. A completed form *DSA 1-INC: Definition of Scope Increments*. Applicable to projects requesting incremental plan review. See *IR A-11: Incremental Submittals*. ..... ☐
4. A completed form *DSA 1-DEL: Delegation of Responsibility*. Applicable to projects involving delegation of responsibilities of plans and specifications, and construction observation which are not easily described on the form *DSA 1*. ..... ☐
5. A completed form *DSA 1-MR: Application for New Manufactured Permanent Modular or Relocatable Buildings*. Applicable to projects manufacturing permanent modular or relocatable buildings. See bulletin *BU 16-01: Delegation of Authority for Modular and Relocatable Buildings – FAQs*). ..... ☐
6. A completed form *DSA 1-RUH: Request for Finding of Unreasonable Hardship*. Applicable to alteration, addition or repair projects seeking relief from full compliance with path of travel requirements. .... ☐
7. A completed form *DSA 1-AMM: Request for Alternate Design Materials and Methods of Construction*. Applicable to projects requesting approval of alternates to achieve code compliance. See procedure *PR 18-01*. .... ☐



**PROJECT SUBMITTAL CHECKLIST****PART 2 – APPLICATION FEES****ENTER X OR N/A**

## 1. Project Submittals

Structural, Fire & Life Safety and Access Compliance plan review fees as required. .... ☐

Required fees may be combined on a single check or warrant made out to “Division of the State Architect” (Note: Not all projects require review by all three disciplines. Indicate plan review services required on the *DSA 1* form). Fees are based on estimated value of construction. Use the *Plan/Field Review Fee Calculator* within Tracker to determine amount due at submittal.)

## 2. Pre-Check Submittals (PC)

a. Structural, Fire & Life Safety and Access Compliance plan review fees ..... ☐

Plan review fees are charged on an hourly basis. A \$6,000 deposit check or warrant made out to “Division of the State Architect” is due at submittal. Final fee to be calculated and invoiced based on actual plan review hours

b. CALGreen/Energy Code plan review fee ..... ☐

A separate deposit check is required for CALGreen/Energy Code plan review for PC submittals for permanent modular or relocatable buildings. See procedure *PR 07-01: Pre-Check Approval*).

- \$2,500 deposit for two or more climate zones
- \$1,500 deposit for one climate zone
- \$500 deposit for unconditioned building (e.g. restroom building)

**PART 3 – CONSTRUCTION DOCUMENTS****ENTER X OR N/A****A. GENERAL REQUIREMENTS FOR DRAWINGS AND SPECIFICATIONS**1. 100% complete Construction Drawings and Specifications, cross-referenced and coordinated among all disciplines..... ☐a. Bid alternates identified, when applicable..... ☐b. DSA approved Pre-Checked (PC) drawings to be included in drawing set for projects incorporating PC designs. .... ☐c. Electronic Plan Review submittal prepared in accordance with the drawing and specification format/file requirements in procedure *PR 18-04: Electronic Plan Review for Design Professionals of Record*. .... ☐d. Over-The-Counter (OTC) Plan Review submittal prepared in accordance with policy *PL 07-02: Over-the-Counter Review of Projects Using Pre-Check Approved Designs*. (1) set required for plan review mark-ups; (1) set for corrections and approval. .... ☐e. For the submittal of new, revised or renewed pre-check (PC) applications see procedures *PR 07-01: Pre-check Approval* and *PR 18-04: Electronic Plan Review for Design Professionals of Record*. Submittal is required to be in electronic format. All conditioned or unconditioned PC buildings require DSA CALGreen/Energy review. .... ☐2. A completed form *DSA 103: List of Material Testing and Special Inspection*..... ☐3. A completed form *DSA 810: Fire & Life Safety Site Conditions Submittal* when required per the DSA 810 instructions. (Incorporate on fire access site plan, with local fire authority sign off for proposed alternates for applicable projects.) ..... ☐

**PROJECT SUBMITTAL CHECKLIST****B. TITLE SHEET**

1. A complete Code Analysis. For each building indicate use, occupancy classification, allowable area, allowable building height, construction type, mixed ratio and area increase justifications. (Provide separate code analysis sheet, if necessary.) ..... ☐
2. Index of all sheets ..... ☐
3. Complete scope of work description ..... ☐
4. On incremental submittals, identify all increments and their respective scope of work. (A Title Sheet is required for each incremental submittal.) ..... ☐
5. Project directory including contact information for owner, architect and consultants. .... ☐
6. List of required governing codes, adopted standards and inspector classifications. .... ☐
7. List of deferred submittals. (See guideline *GL-3: Structural Plan Review* for list of items eligible for deferred submittal.) ..... ☐

**C. SITE AND / OR CIVIL PLANS AND DETAILS**

1. Comprehensive campus site plan and enlarged site plans for areas of work. (Identify if the site is located within a Wildland Urban Interface area. Label all incremental work if applicable.) ..... ☐
2. Identified each building and include name, use, occupancy, construction type and whether or not it's equipped with fire sprinkler system. .... ☐
3. DSA application number(s) for each existing structure and facility within the scope of work identified. See *IR A-20: New Projects Associated with Existing Uncertified Projects*. Note that issues preventing the certification of existing structures and facilities will need to be resolved before plans altering those structures and facilities are approved. .... ☐
4. Path of travel improvements which include an accessible route from the area of work to each of the following elements with improvements to current code: public transportation stops, public way, accessible parking, accessible passenger loading zones, administration building, and accessible restroom(s) serving area of work. See procedure *PR 15-01: Required Information for Path of Travel Upgrades on Construction Documents*. .... ☐
5. Accessible parking spaces identified and detailed within scope. .... ☐
6. Parking ratio calculations for each parking lot, within or impacted by the scope of work. .... ☐
7. Location of proposed electric vehicle charging stations, if provided. .... ☐
8. Sidewalk and roadway delineated, with widths and surface materials identified within scope. .... ☐
9. Path of exit discharge to public way or to identified area(s) of safe dispersal. .... ☐
10. All fencing and gates shown, indicating required exit gates, panic hardware and widths. .... ☐

**D. DEMOLITION PLANS**

1. Area of demolition and location of adjacent structures indicated on site plan. .... ☐
2. Detailed demolition plan for partial demolitions with note on plan stating that no demolition shall begin until plans including the demolition work have been approved by DSA ..... ☐

**PROJECT SUBMITTAL CHECKLIST****E. FLOOR PLANS**

1. Floor plans demonstrating access compliance, including restrooms, elevators, wheelchair lifts, stairs, ramps, door clearances, door swings, doors with panic hardware, casework, fixed furniture, equipment and all other required accessibility features. .... ☐
2. Enlarged floor plans of restrooms, elevators, stairs, ramps, lifts and specialty areas such as science labs, kitchens, auditoriums, etc. .... ☐
3. Distance of travel from elevator location to top and bottom nosing of all stairways demonstrated to be less than 200 feet. .... ☐
4. Accessible egress systems identified and detailed. .... ☐
5. Room and occupied area labels, indicating use and total occupants. Load factor used for occupant load calculations identified (net or gross). .... ☐
6. Net or gross floor area totals for each room or occupant area indicated. .... ☐
7. An exit analysis provided, indicating exit widths and cumulative loads at exits, including exit discharge paths and widths. .... ☐
8. Fire-resistance-rated walls and smoke barriers identified and cross referenced to partition schedules and details. Wall types, wall function, assemblies and assembly design number references noted. .... ☐
9. A detailed bleacher seating layout, identifying accessible seating and remaining floor area occupant load calculations (required in initial submittal even for projects where bleachers are identified as a deferred submittal). .... ☐
10. Way-finding and signage plans with legends and/or schedules cross-referenced to details. .... ☐
11. Dedicated egress provided within a new addition, unless the existing adjacent structure providing egress is of equal or greater live load and lateral load design criteria than the new addition (per *Part 1, Title 24, Section 4-306*). .... ☐

**F. ARCHITECTURAL DETAILS, ELEVATIONS, SECTIONS, ROOF PLANS AND REFLECTED CEILING PLANS**

1. Detailed interior elevations, exterior elevations, and sections including dimensions. Show roofing types and connections to structure. Show ceiling types and support and bracing details. .... ☐
2. Interior and exterior wall framing and details, including locations of drift joints in exterior wall framing as applicable. .... ☐
3. Fire-resistance-rated horizontal assemblies, ceilings and floors identified and detailed. .... ☐
4. Door openings and wall penetrations located and detailed. .... ☐
5. Skylight locations and sizes shown and detailed. .... ☐
6. Door, hardware, windows and finish schedules cross referenced to details. Note panic hardware, fire doors, doors with security hardware, and any fire-resistance-rated and tempered glazing/window assemblies. .... ☐
7. Signage schedules, cross referenced to details of room identification and way-finding signage. .... ☐
8. Casework and fixed furniture identified, including elevations, details, anchorage and required accessibility clearances and features. .... ☐
9. Soffits and other architectural projections identified and detailed. .... ☐

**PROJECT SUBMITTAL CHECKLIST**

10. All equipment identified and anchorage detailed. .... ☐
11. Walk-in refrigerators and freezers identified and detailed. .... ☐
12. Roof classes identified on all new and existing roofs within the project scope. .... ☐

**G. STRUCTURAL DRAWINGS**

1. Description of design basis, indicating the materials and lateral system utilized. List design gravity and lateral loads, soil parameters, and wind and seismic coefficients. For voluntary seismic improvements, indicate the specific structural items to be upgraded and the load levels for which those items are designed. .... ☐
2. Dimensioned foundation, floor and roof framing plans, including locations of all structural elements (e.g., foundations, walls, columns, beams). .... ☐
3. Complete truss detailing, including open web manufactured trusses (unless deferred.) .... ☐
4. Details for all elements of the lateral force resisting system .... ☐
5. Details for all diaphragms, chords, and collectors .... ☐
6. All windows, doors, skylights, ducts, pipes and other openings identified and detailed. .... ☐
7. Mechanical and electrical equipment located on plans, sections and elevations with unit weights noted on floor and roof framing plans. .... ☐
8. Project details, schedules and notes, as applicable to scope of work. .... ☐
9. For relocatable buildings less than 2,160 square feet, identify and detail wood or concrete foundations. .... ☐
10. For relocatable buildings over 2,160 square feet, identify and detail concrete foundations .... ☐

**H. MECHANICAL/PLUMBING DRAWINGS AND CALCULATIONS**

1. Location of all rated wall and ceiling assemblies identified. .... ☐
2. Mechanical unit locations shown, anchorage details referenced. .... ☐
3. Mechanical equipment schedule, including equipment CFMs (cubic feet per minute rating), unit operating weights and cross-reference to anchorage details. .... ☐
4. For MEP (Mechanical/Electrical/Plumbing) only projects, show partial structural framing plans at existing floors or roofs supporting mechanical equipment. .... ☐
5. Anchorage details for ducts and piping. .... ☐
6. Plumbing fixture schedules with flow rates and flush volume indicated in accordance with *CALGreen Code Section 5.303.3*. .... ☐
7. Mechanical and piping penetrations at fire-resistance-rated walls, shear walls, headers, lintels, floors and roofs identified and cross referenced to details. .... ☐
8. Plumbing layout coordinated with architectural plans and accessible fixtures identified. .... ☐
9. Grade level gas shut-off valve location indicated at all buildings. .... ☐
10. Locations of all fire/smoke dampers, supply/return registers and ducting indicated with details cross-referenced. .... ☐
11. Fume hood system shown including weight and exhaust duct identified and detailed. .... ☐

**PROJECT SUBMITTAL CHECKLIST**

12. Type I kitchen hood fire suppression system identified and detailed. (Show gravity support and lateral bracing for kitchen hoods.) ..... ☐
13. Any special systems indicated, including smoke removal, special venting, dust collection and all interfacing equipment identified and detailed with weights shown or scheduled for required anchorage design. .... ☐
14. Domestic water and gas load calculations with pipe sizes identified. .... ☐
15. Water heating system and location of equipment identified. .... ☐
16. *Energy Code Certificate of Compliance* forms included with plans. .... ☐

**I. ELECTRICAL DRAWINGS**

1. Location of all rated wall and ceiling assemblies identified. .... ☐
2. Panel locations with fire-resistance-rated enclosure assemblies identified. .... ☐
3. New and existing exit signs located. .... ☐
4. Interior and exterior emergency lighting and dedicated circuits identified. .... ☐
5. Power receptacles, ground-fault circuit interrupters (GFCI), and switches with accessible locations indicated and heights detailed. .... ☐
6. Assistive Listening Systems identified and detailed. .... ☐
7. Panel schedules and load calculations provided. .... ☐
8. Equipment/fixture schedule with weights and reference to anchorage details provided. .... ☐
9. *Energy Code Certificate of Compliance* forms included on plans. .... ☐

**J. FIRE ALARM SYSTEM DRAWINGS**

1. Guideline *GL-2: Project Submittal Guideline: Fire Alarm and Detection Systems* has been reviewed and all applicable items incorporated into submittal ..... ☐
2. Automatic fire alarm system if applicable (An automatic fire alarm system is required for all new buildings at a new or existing campus and for modernizations if project cost exceeds \$200,000 with any state funding.) ..... ☐
3. Fire alarm site plan indicating building names or designations ..... ☐
4. Fire alarm floor plans, including room uses, ceiling heights with circuits and device numbers identified, including locations of fire-resistance-rated walls and ceilings. .... ☐
5. Locations of the fire alarm control panel, power booster, terminal cabinets, annunciator panels, and all other required fire alarm equipment shown. .... ☐
6. Conduit runs, including wire type, size and number of conductors indicated. .... ☐
7. Fire alarm system identified: addressable or non-addressable, system and circuit class. .... ☐
8. Voltage-drop and battery calculations shown. .... ☐
9. Emergency Voice/Alarm Communication System. (See *IR F-1* for projects, where required). .... ☐

**PROJECT SUBMITTAL CHECKLIST****K. AUTOMATIC FIRE SPRINKLER SYSTEMS (AFSS) DRAWINGS**

1. Guideline *GL-1:Project Submittal Guideline: Automatic Fire Sprinkler Systems* and policy *PL 10-01: Plan Submittal Requirements: Automatic Fire Sprinkler Systems (AFSS)* have been reviewed and all applicable items incorporated into the submittal ..... ☐
2. Test Hydrant locations identified and water-flow test data signed by local fire authority or water purveyor. .... ☐
3. Fire sprinkler plan and site plan layout with water-flow test hydrant nodes indicated. Show locations for all lateral bracing. Show locations of fire rated assemblies and full height walls. .... ☐
4. Reflected ceiling plan with fire sprinklers located and coordinated with architectural, mechanical and lighting plans. .... ☐
5. Cross sections of buildings. .... ☐
6. Details of all assemblies, fittings, bracing, hangers, thrust blocks, signage, flexible piping and any other required AFSS equipment or supports. .... ☐

**PART 4 – SUPPORTING DOCUMENTATION****ENTER X OR N/A****A. GENERAL SUPPORTING DOCUMENTS**

1. Pre-application meeting minutes ..... ☐
2. District letter for exempt items. (Applicable only to school project submittals containing items listed in *Appendix A of IR A-22: Construction Projects and Items Exempt from DSA Review* which the district wishes DSA not to plan review or certify.) ..... ☐
3. Previously-approved DSA reference drawings (for alteration, reconstruction or additions to previously DSA-approved structures). .... ☐
4. Previously-approved DSA comparison sets (for projects re-using previously DSA-approved designs) ..... ☐

**B. STRUCTURAL REVIEW SUPPORTING DOCUMENTS**

1. EXISTING BUILDING EVALUATION (For projects involving reconstruction, alterations, or additions.) ..... ☐
  - a. Copy of DSA approved (REH) Rehabilitation Evaluation and Design Criteria Report (applicable to rehabilitation projects for upgrades of non-conforming building or mandatory triggered upgrades per *CAC 4-309 (c)*). See form *DSA 1-REH Pre-application for Approval of a Rehabilitation Project Evaluation & Design Criteria Report* and procedure *PR 08-03: School Facility Program/Seismic Mitigation Program*. .... ☐
  - b. For projects involving reconstruction, alterations, or additions where no REH report has been submitted: Provide calculations demonstrating that the triggers of *CAC Section 4-309(c)* have not been exceeded. .... ☐
  - c. For projects involving reconstruction, alterations, or additions where no REH report has been submitted: Provide justification that the cost of the building reconstruction, alteration, or addition, determined in accordance with *CAC 4-309(c)*, does not exceed 50 percent of the building replacement cost. .... ☐

**PROJECT SUBMITTAL CHECKLIST****2. FLOOD MAP**

(Applicable to new construction, additions and relocations. See procedure *PR 14-01: Flood Design and Project Submittal Requirements*.) .....

☐**3. PROJECT STRUCTURAL CALCULATIONS**

- a. One set of stamped and signed structural calculations indicating codes used. .... ☐
- b. Index of all calculations included. .... ☐
- c. Description of scope of work covered by the submitted calculations with complete design criteria indicated. Provide a clear narrative for each calculation section with main assumptions and design approach to be used. Address the impact to existing structural lateral systems of any proposed partial demolition(s). Reference *CAC 4-309* for structural rehabilitation triggers. .... ☐
- d. Seismic, wind and importance load factors indicated. Wind loading provisions including wind speed, exposure and any specialized items such as topographic effects need to be clearly defined. .... ☐
- e. Snow load utilized in the design identified; provide snow drift calculations, if appropriate. .... ☐
- f. Utilized soil bearing pressure indicated. If greater than 1,500 psf, or where the exceptions in *California Building Code (CBC) Section 1803A.2* are not met, provide substantiating geotechnical report. .... ☐
- g. Utilized lateral soil passive pressure indicated. If greater than 100 psf, provide substantiating geotechnical report. .... ☐
- h. Completed design checks of foundations including check of soil stresses and strength checks of footings. .... ☐
- i. Allowable lateral soil pressure for the design of poles, signs or antennae. .... ☐
- j. Calculations for miscellaneous site structures. .... ☐
- k. Key plans for foundations, floors and roofs, coordinated and cross referenced to the submitted structural calculations. .... ☐
- l. Lateral drift calculations, as required by code, .... ☐
- m. Load calculations, including weight of mechanical and electrical units and fire sprinkler pipe, .... ☐
- n. Calculations for mechanical equipment anchorage, including overturning, .... ☐
- o. Complete gravity system calculations, including checks of connections, .... ☐
- p. Complete truss calculations and details for open-web trusses (unless deferred), .... ☐
- q. Complete chord and collector calculations, .... ☐
- r. Lateral system calculations, including checks of connections, .... ☐
- s. Calculations for lateral floor and roof diaphragms. .... ☐
- t. Rigid diaphragms identified and calculations provided for accidental torsion consideration..... ☐
- u. Dynamic analysis calculations required for buildings with structural irregularities, in accordance with American Society of Civil Engineers Standard ASCE 7, Table 12.6-1. .... ☐

**PROJECT SUBMITTAL CHECKLIST**

- v. For designs by computer analysis, printouts of key input and output with a copy of the input and output files must be included. Structural calculation should provide all model geometry, loading information, boundary conditions, material properties, framing sizes, and strength check modifiers. Calculations must also contain primary analysis results such as reactions, all strength checks, and any connection design output to justify the design with the model provided as backup. .... ☐
4. GEOTECHNICAL INVESTIGATION / SOILS REPORT (See *CBC 1803A* for applicability)
- a. New report applicable to the buildings in the scope of work with the appropriate professionals' stamps and signatures. .... ☐
- b. A previous report may be submitted if a reevaluation is made and found to be currently appropriate. A letter updating the original report(s) by the same geotechnical engineer or geotechnical engineering firm must be included.) .... ☐
5. GEO-HAZARDS REPORT (See procedure *PR 14-01* for applicability) .... ☐
- a. A Geo-Hazards Report applicable to the buildings in the scope of work, with the appropriate professionals' stamps and signatures. .... ☐
- b. A previous report may be submitted provided that a reevaluation if made and found to be currently appropriate and the additional criteria outlined in *IR A-4.13 Geohazard Report Requirements* are satisfied. Provide a letter updating original report(s) by the same geotechnical engineer or geotechnical engineering firm.) .... ☐
- c. One copy of a completed California Geological Society (CGS) application with CGS project number, per *IR A-4.13: Geohazard Report Requirements*..... ☐
- d. One copy of site data report submitted to CGS per *CBC 1603A.2*. .... ☐
- e. CGS Final Acceptance letter will be required prior to DSA's stamp-out. .... ☐

**C. ACCESS COMPLIANCE REVIEW SUPPORTING DOCUMENTATION**

1. Manufacturers' product data sheets for door hardware, plumbing fixtures, restroom accessories. .... ☐

**D. FIRE AND LIFE SAFETY REVIEW SUPPORTING DOCUMENTATION**

1. Current CAL FIRE Office of the State Fire Marshal listings and manufacturers' product data sheets for all AFSS materials and devices. .... ☐
2. Hydraulic calculations for each building, system coordinated with the water-flow test hydrant ..... ☐
3. Structural calculations for support and bracing of sprinkler systems ..... ☐
4. Current CAL FIRE Office of the State Fire Marshal listings and manufacturers' product data sheets for all fire alarm devices ..... ☐
5. For projects exempt from the Green Oaks Family Academy Elementary School Fire Protection Act (SB 575, Chapter 725, Statutes of 2001), a letter signed by the school district superintendent stating the project is exempt ..... ☐



**PROJECT SUBMITTAL CHECKLIST****E. ENERGY CODE COMPLIANCE DOCUMENTATION (Applicable to new construction, additions and alterations to an existing building envelope, HVAC or electrical system)**

1. Energy Compliance Documentation Submittal Checklist with signatures (Form *DSA 403-A*, *DSA 403-B*, or *DSA 403-PC*, as applicable). ..... ☐
2. California Energy Code required *Certificate of Compliance* forms with appropriate signatures on drawings ..... ☐
3. Building Energy Analysis Report (8½-inch x 11-inch format)..... ☐

**F. CALGREEN CODE COMPLIANCE DOCUMENTATION (Applicable to new construction and additions and landscape work.)**

1. *DSA 1-L: Outdoor Water Use Self-Certification of Landscape Irrigation Design* form and documentation with Site Landscape Area Location Plan See procedure *PR 15-03: Compliance with CALGreen Outdoor Water Use Regulations*. ..... ☐
2. Completed *Application Matrix* (*Attachment 1* within the guideline *GL 4: CALGreen Code*.) ..... ☐
3. Identified underground and above-ground utilities and drainage systems; identified methods to manage surface water in compliance with *CALGreen Code Section 5.106.10*. ..... ☐
4. Location of bicycle parking in compliance with *CALGreen Code Section 5.106.4.2*. ..... ☐
5. Identified areas that serve the entire building for recycling of non-hazardous materials per *CALGreen Code Section 5.410.1*..... ☐
6. Identified primary exterior entry protection in compliance with *CALGreen Code Section 5.407.2.2.1*. .... ☐
7. Requirements for indoor moisture control identified in compliance with *CALGreen Code Section 5.505.1*. ..... ☐
8. Requirements for acoustical control identified in compliance with *CALGreen Code Section 5.507.4*..... ☐
9. Requirements for ventilation identified in compliance with *Energy Code* and *CALGreen Code Section 5.506.1*..... ☐

**ROOFING CONTRACT FINANCIAL INTEREST CERTIFICATION**  
**(Public Contract Code section 3006)**

PROJECT/CONTRACT NO.: \_\_\_\_\_ between **Mountain View Whisman School District** ("District") and \_\_\_\_\_  
\_\_\_\_\_ ("Architect / Engineer") ("Contract" or "Project").

I \_\_\_\_\_, \_\_\_\_\_  
Name Name of Architect / Engineer

certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roof project contract on this project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I \_\_\_\_\_, \_\_\_\_\_  
Name Name of Architect / Engineer

certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I \_\_\_\_\_, \_\_\_\_\_  
Name Name of Architect / Engineer

Have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): \_\_\_\_\_

Mailing address: \_\_\_\_\_

Addresses of branch office used for this Project: \_\_\_\_\_

If subsidiary, name and address of parent company: \_\_\_\_\_

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date: \_\_\_\_\_

Proper Name of Architect / Engineer: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code § 2204)**

PROJECT/CONTRACT NO.: \_\_\_\_\_ between **Mountain View Whisman School District** ("District") and \_\_\_\_\_  
\_\_\_\_\_ ("Architect / Engineer") ("Contract" or "Project").

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Architect / Engineer shall complete **ONLY ONE** of the following two paragraphs.

☐ 1. Architect / Engineer's total Fee is less than one million dollars (\$1,000,000).

**OR**

☐ 2. Architect / Engineer's total Fee is one million dollars (\$1,000,000) or more, but Architect / Engineer is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Architect / Engineer is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

**OR**

☐ 3. Architect / Engineer's total Fee is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Architect / Engineer to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with this Agreement.**

I certify that I am duly authorized to legally bind the Architect / Engineer to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: \_\_\_\_\_

Proper Name of Architect / Engineer: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

***Mountain View Whisman School District***

**Agenda Item for Board Meeting of 11/5/2020**

**Agenda Category:** REVIEW AND ACTION

**Agenda Item Title:** Amendment to 2020-2021 Governance Calendar (5 minutes)

**Estimated Time:**

**Person Responsible:** Dr. Ayindé Rudolph

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**Background:**

A new law went into effect on January 1, 2019, that does not allow Districts to seat new board members until the second Friday in December. Staff is requesting that the December 10, 2020 meeting be moved to December 17, 2020.

**Fiscal Implication:**

None

**Recommended Action:**

It is recommended that the Board of Trustee approve that the December 10, 2020 Board of Trustees meeting be moved to December 17, 2020.

**ATTACHMENTS:**

Description	Type	Upload Date
2020-2021 Governance Calendar	Backup Material	11/2/2020



Revised\*

## **2020-2021 Regular Board Meeting Calendar**

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August 20, 2020

September 3 and 17, 2020

October 1 and 22\*, 2020

November 5 and 19, 2020

~~December 10, 2020~~

December 17, 2020

January 7 and 21, 2021

February 4, 2021

March 4 and 18, 2021

April 1, 2021

May 6 and 20, 2021

June 3 and 17, 2021

Meetings generally begin at 6:00 p.m. (check agenda for actual start time)

*Mountain View Whisman School District*

**Agenda Item for Board Meeting of 11/5/2020**

**Agenda Category:** REVIEW AND ACTION

**Agenda Item Title:** Board Policy No. 6174.1, Education of English Language Learners (Special Education) (5 minutes)

**Estimated Time:**

**Person Responsible:** Geoffrey Chang, Director of Federal, State, and Strategic Programs

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**Background:**

The District is in the process of updating Board Policies at the recommendation of the California School Boards Association. Board Policy No. 6174.1, Education of English Language Learners (Special Education).

Board Policy 6174.1 provides an overview of how English Learners are identified and assessed, specific to the context of Special Education. It explains that the English Learner assessment results are used during the development of the Individualized Education Plan, and how the IEP in turn is used to determine any potential accommodations or modifications for the English Learner assessment

This policy was amended / adopted March 16, 2006. The language in the policy remains the same with the exception of the following:

The wording of the policy refers to the CELDT (California English Language Development Test), which is now obsolete. All instances of “CELDT” will be replaced with “*the/an official state English Learner assessment.*”

**Fiscal Implication:**

None

**Recommended Action:**

It is recommended that the Board of Trustees approve Board Policy No. 6174.1 Education of English Language Learners (Special Education) at first reading, as presented.

**ATTACHMENTS:**

Description	Type	Upload Date
BP 6174.1 Education of English Language Learners (Special Education)	Backup Material	10/29/2020

**EDUCATION OF ENGLISH LANGUAGE LEARNERS (SPECIAL EDUCATION)**

The Superintendent or designee shall ensure that all children whose home language survey indicates a language other than English will be assessed using the ~~CELDT~~ official state English Learner assessment or alternate to determine English language proficiency at least annually.

The Superintendent or designee shall ensure that all children identified as English learners will be assessed annually using the ~~CELDT~~ official state English Learner assessment.

The Superintendent or designee shall ensure that when developing the Individualized Educational Plan (IEP) for children identified as English language learners, the IEP team will consider the results of the ~~CELDT~~ official state English Learner assessment.

The Superintendent or designee shall ensure that the IEP of children identified as English learners will include a determination of whether the ~~CELDT~~ official state English Learner assessment will be administered with or without modifications or accommodations, or whether English proficiency will be measured using an alternate assessment.

**EDUCATION OF ENGLISH LANGUAGE LEARNERS (SPECIAL EDUCATION)**

The Superintendent or designee shall ensure that all children whose home language survey indicates a language other than English will be assessed using the *official state English Learner assessment* or alternate to determine English language proficiency at least annually.

The Superintendent or designee shall ensure that all children identified as English learners will be assessed annually using the *official state English Learner assessment*.

The Superintendent or designee shall ensure that when developing the Individualized Educational Plan (IEP) for children identified as English language learners, the IEP team will consider the results of the *official state English Learner assessment*.

The Superintendent or designee shall ensure that the IEP of children identified as English learners will include a determination of whether the *official state English Learner assessment* will be administered with or without modifications or accommodations, or whether English proficiency will be measured using an alternate assessment.



***Mountain View Whisman School District***

**Agenda Item for Board Meeting of 11/5/2020**

**Agenda Category:** REVIEW AND ACTION

**Agenda Item Title:** Resolution No. 01-110520 Local Assignment Option (5 minutes)

**Estimated Time:**

**Person Responsible:** Tara Vikjord, Interim Chief Human Relations Officer

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**Background:**

In order to provide speech services to our special education students, we often need to hire contractors. The Commission on Teacher Credentialing requires us to verify that they have a license and that our Board of Trustees authorizes their service under a Local Assignment Option per Education Code 44263. We have verified their license and ask the Board to approve this resolution authorizing their service.

**Fiscal Implication:**

None

**Recommended Action:**

It is recommended that the Board of Trustees adopt Resolution No. 01-110520 as presented.

**ATTACHMENTS:**

Description	Type	Upload Date
Resolution 01-110520 Local Assignment Option	Backup Material	10/29/2020

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

RESOLUTION NO. 01-110520

LOCAL ASSIGNMENT OPTIONS

WHEREAS, the Board of Trustees of a school district by resolution may authorize a teacher licensed pursuant to the provisions of this article may be assigned, with his or her consent, to teach a single subject class in which he or she has 18 semester hours of coursework or nine semester hours of upper division or graduate coursework or a multiple subject class if he or she holds at least 60 semester hours equally distributed among the 10 areas of a diversified major set forth in Section 44314. A three-semester-unit variance in any of the required 10 areas may be allowed. The governing board of the school district by resolution shall provide specific authorization for the assignment. The authorization of the governing board shall remain valid for one year and may be renewed annually. (Education Code 44263)

WHEREAS, we have the following teachers who are licensed and contracted to provide Speech and Language services and have consented to this assignment:

Jacqueline Bartolone	Preschool
Sarah Chu	Bubb
Jamilet Figueroa	Castro and Mistral
Lyndsay Fry	Stevenson
Tannistha Mukherjee	Preschool
Sarina Murrell	Landels

BE IT THEREFORE RESOLVED that the Mountain View Whisman School District Board of Trustees approve these Local Assignment Options based on Education Code 44263 and Title 5 800 47.5.

PASSED AND ADOPTED by the Governing Board of the Mountain View Whisman School District of Santa Clara County, California on November 5, 2020 by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Governing Board of Mountain View Whisman School District at a public meeting held on November 5, 2020.

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Clerk, MVWSD Board of Trustees

*Mountain View Whisman School District*

**Agenda Item for Board Meeting of 11/5/2020**

**Agenda Category:** REVIEW AND DISCUSSION

**Agenda Item Title:** Perimeter Control Update (40 minutes)

**Estimated Time:** 40 min

**Person Responsible:**

Rebecca Westover Ed.D.  
Chief Business Officer

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**Background:**

Parents and staff members shared their concerns about potential violent events that are reflected in fence recommendations in the [MVWSD Master Facility Plan](#) and the [Safety Town Hall](#).

With unknown conditions to start the year, the need to have perimeter controls ready to stop non-screened students and adults from entering campus and to ensure that masks are worn on campus. CSEA and MVEA were clear during negotiations that screening every person on campus was needed for them to feel safe to return to campus with students. Additionally, the perimeter controls would add additional security and violence prevention.

**Fiscal Implication:**

Current budget of \$2,745,456

**Recommended Action:**

No action needed.

**ATTACHMENTS:**

Description	Type	Upload Date
Presentation Perimeter Controls Update	Backup Material	10/30/2020



Mountain View  
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# Perimeter Controls

November 5, 2020

# Guiding Principles

# Guiding Information

- Safety of students and staff
  - Feedback during the Master Facility Planning
  - Safety Town Hall (April 2018)
- Sharing district fields and playgrounds
  - Partnership with the community is valued

# Schools/City Agreement

- The fields at the schools belong to MVWSD. MVWSD partners with the City to provide access to the City for community recreational leagues and activities on District-owned land, in return for help from the City in maintaining the grass.
- The City rents the school fields to community groups and uses them as parks after school hours.

# Goal 5 Resource Stewardship

- Goal 5: Students, staff and community members will have access to various resources, such as technology, facilities, furniture, equipment, etc., in a fiscally responsible manner, to fulfill the mission of MVWSD.





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# What Is the Need?

# Safety

- We are responsible for the safety of 5,200 students and more than 600 staff members every day.
- While many of us enjoy the open campus feel, the reality is:
  - Our staff members regularly have to approach people on campus who are not authorized to be there
  - Dog bites
  - Bike thefts (Had to install bike cages)
- Parents and staff members have shared their concerns about potential violent events

# Safety

- Securing our campuses to deter school violence and protect students and staff was a priority with the community (From the Safety Town Hall in 2018).
- Fences as well as cameras were listed in the Master Facility Plan as a priority 1 need. The MFP was approved on December 12, 2019.
- While fences and security cameras will not stop someone who is determined to hurt children and staff they are deterrents.
- It stops individuals from walking onto campus while kids are present. Signs are posted but not followed.

# Thought Exchange - Student Voices

## **Visitor sign in and entrances**

"The office should only allow known people into the school and students will feel safe knowing no intruders can get in."

## **School environment**

"Students should be able to feel very safe and secure during school time."

# Thought Exchange - Adult Voices

**Consider making the campus secured. Right now anyone can walk on campus. No one enforces the stickers and the office blinds are always down**

People just walk by the main office right to classrooms. How is that keeping my kids safe?

Frank L. Huff School K-5

4.1 ★★★★★ (21)



**The campus perimeter needs to be secured. There should be one secure entrance next to the office and plenty of one way exits.**

Stevenson School K-5

3.8 ★★★★★ (13)



**There need to be gates at the entrances to the school, and there needs to be someone at the office who is looking out for people entering the campus.**

Right now, the blinds at the office are down, and there is no one monitoring campus security. Surely we can afford one employee per school for this.

Frank L. Huff School K-5

4.0 ★★★★★ (14)



**Though I like that the grounds are open, anyone can come onto campus during school hours.**

It's important that school officials know who is on campus at all times.

Benjamin Bubb School K-5

3.9 ★★★★★ (17)



# Master Facility Plan

- Need for secure perimeters at all campuses, especially where schools share public park facilities, trail access, and multiple road frontages.
- Need for real-time situational awareness by school administrators of all external access points onto school campuses during school hours.
- Administrative and community-oriented facilities not situated in the most visible and accessible areas of school campuses.
- Exploring potential outdoor learning spaces; would require secure areas

# Master Facility Plan Principal Interviews

Bubb

## 6. Safety and Security

- a. There is minimal perimeter security along the back of the school campus along Barbara Ave. and Bubb Park. There is no gate to control entry at the SE corner of the campus and no fence or gate at the SW corner to control entry to/from the rear parking lot and along the shared boundary with Bubb Park.
- b. Existing gates in the fence along the park edge are locked. Custodial staff open and lock the gates every day. Students and staff need to be able to exit the site even when the gates are locked (e.g. during an emergency event).

Monta Loma

## 2. Perimeter Controls

- a. Campus is located alongside and shares use of Monta Loma Park.
- b. Campus has a perimeter fence around its buildings, but not around its parking lots, driveways or outdoor play areas.
- c. While the school and park abut residential properties on three sides, there are two pedestrian access points at the rear of the campus including a pedestrian path to Anna Ave/Elka Ave. and second path to Laura Lane.
  - i. These paths are open at all hours.
  - ii. School needs to have ability to close these off during school hours.

# COVID 19 Impact

- For COVID safety, we are required to limit contact between the public and students/staff during school hours.
- Staff members have reported that they do not feel safe at work because of members of the public walking onto campus without being screened or wearing masks.
- Staff has cited non-controlled campuses as a reason it is not safe to return





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# Initial Proposal - Timeline and Process

# Initial Fencing Plans

- In effort to respond to the legitimate safety concerns from staff and parents and meet Master Facility Planning goals, the District planned for perimeter fencing at all campuses
- At 5 sites, very minimal amount of new fencing; simply adding gates and connecting existing fencing
- By connecting the existing fences and adding a few gates (that automatically will unlock in the evenings and weekends), we can eliminate some of the safety concerns while still giving community members the same access.
- Landels and Monta Loma have more new fencing planned, but again, connects the fencing that is already present at the perimeter.

# Initial Fencing Plans Timing

- Laws regarding public works and approval needed from the Division of State Architect (DSA) impacted the process the District would have gone through given the time sensitivity of the project.
- Over the summer the District held multiple COVID safety Focus Groups with parents and staff, Task Force meetings, and conducted a Thoughtexchange to get feedback from every parent and staff member in the district.
- These meetings informed the District's speed at which we needed to move with the perimeter controls due to COVID.

# Initial Fencing Plans - City Involvement

- **May 12, 2020** MVWSD communicated with the City about potential perimeter controls
- **May 31, 2020** conceptual drawings were sent for feedback
- **June 1, 2020** received feedback from City via email and adjustments were made.
- **June 3, 2020** meeting to discuss plans with the City.
- **Since September** we have been in contact with the Community Services Department on a regular basis through email and phone calls.

# Fencing Proposal and Notification Timeline

Red-non school community  
Blue-School community  
Green-Public meetings

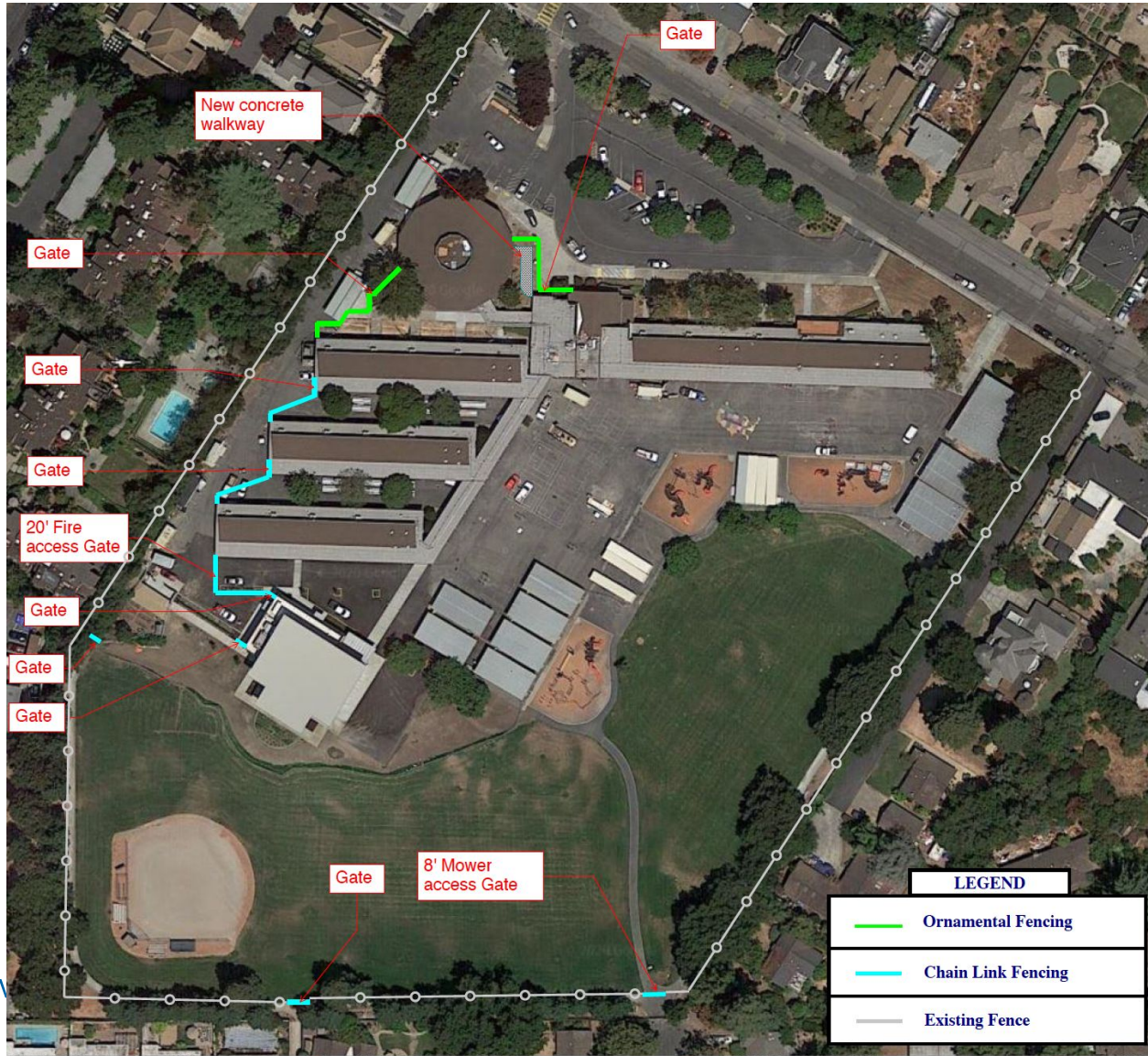
Event	Date	Notification and Methods
Safety Town Hall	2018	Postcard sent to the entire community, school newsletters, social media
Master Facility Plan Planning	2019	Individual meetings with principals conducted by an architect.
Master Facility Plan	December 2019	Approval at public board meeting
Measure T Plans	February 2020	Website, school newsletters, community meetings, social media
COVID Focus Group Meetings, Task Force Meetings, and Thought Exchange	Focus groups May 26, 27, and June 2 Thoughtexchange was held between May 20-28th Reopening Task Force met on June 5 and July 24	Notices sent out via school newsletters and social media.
Public Board Meetings	May 7, June 4, July 2, July 23, and August 6	Perimeter controls were listed as part of the reopening process.

# Fencing Proposal and Notification Timeline

Event	Date	Notification and Methods
Meetings with principals	May 22, 2020	email
Approval of HY and Greystone contract	June 18, 2020	On website and streaming
City notification and feedback on plans	May and June of 2020	Multiple email correspondence
Second meeting with principals	July 30, 2020	Email and zoom meeting

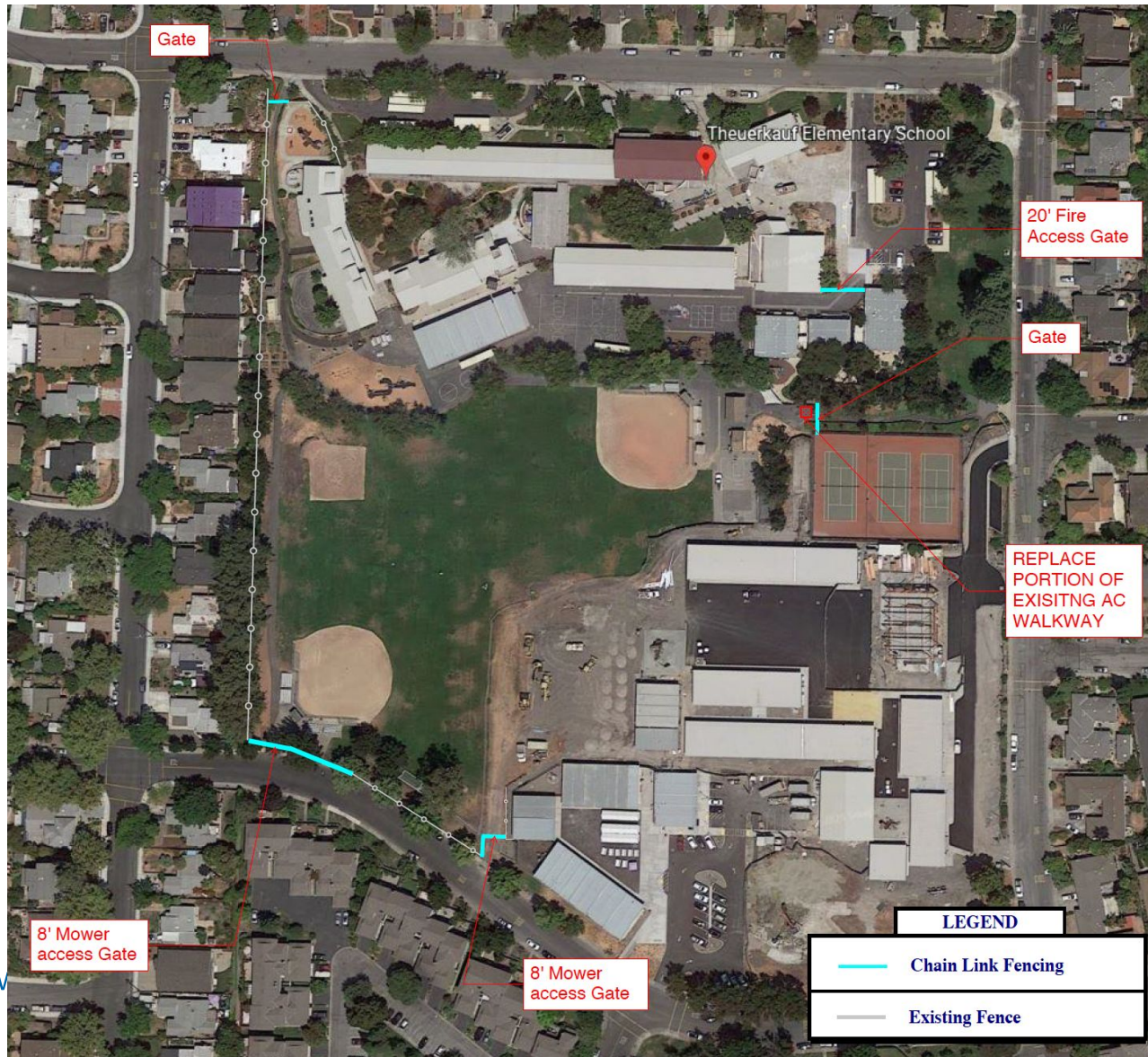


# Huff Design





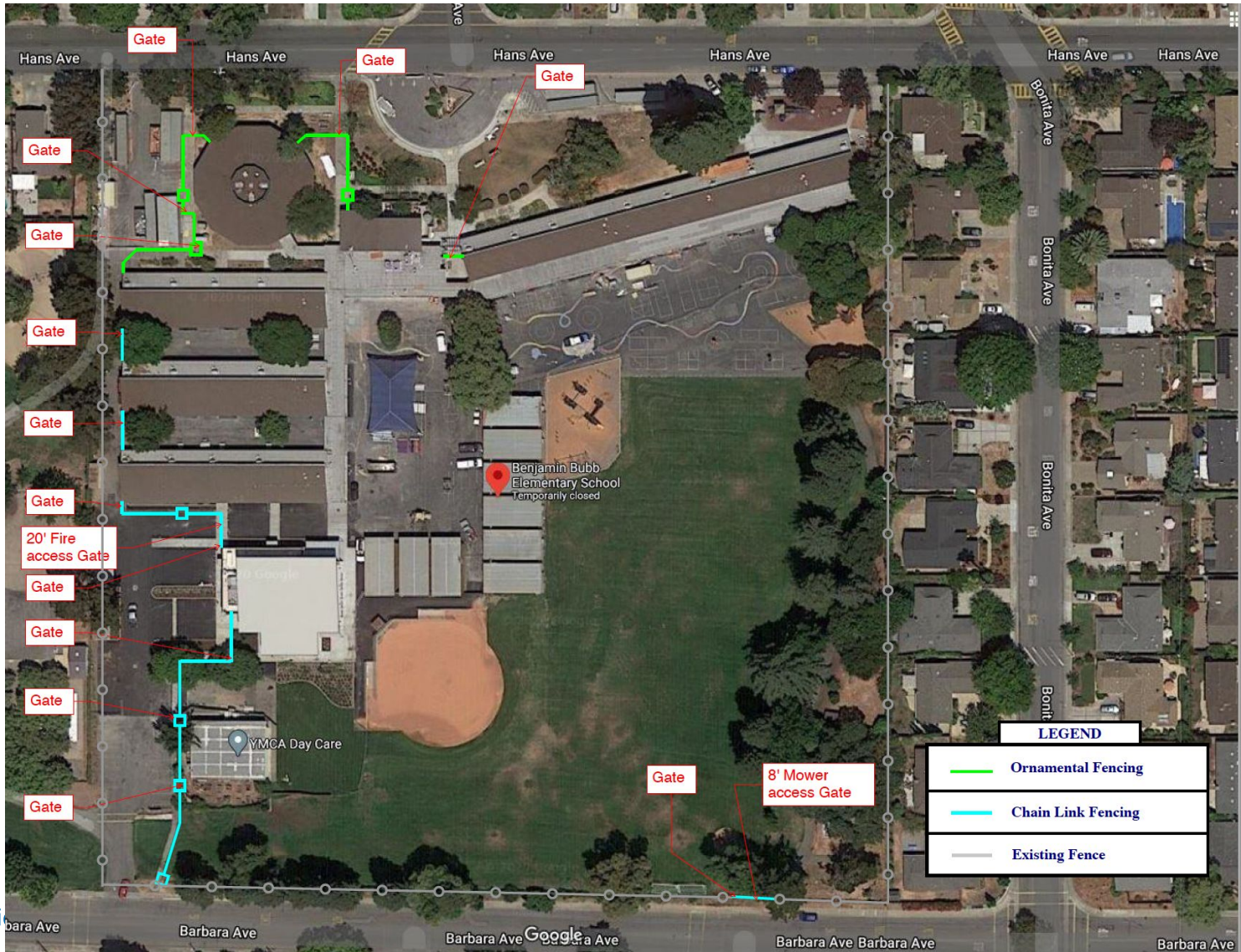
# Stevenson/Theuerkauf



Mountain View W

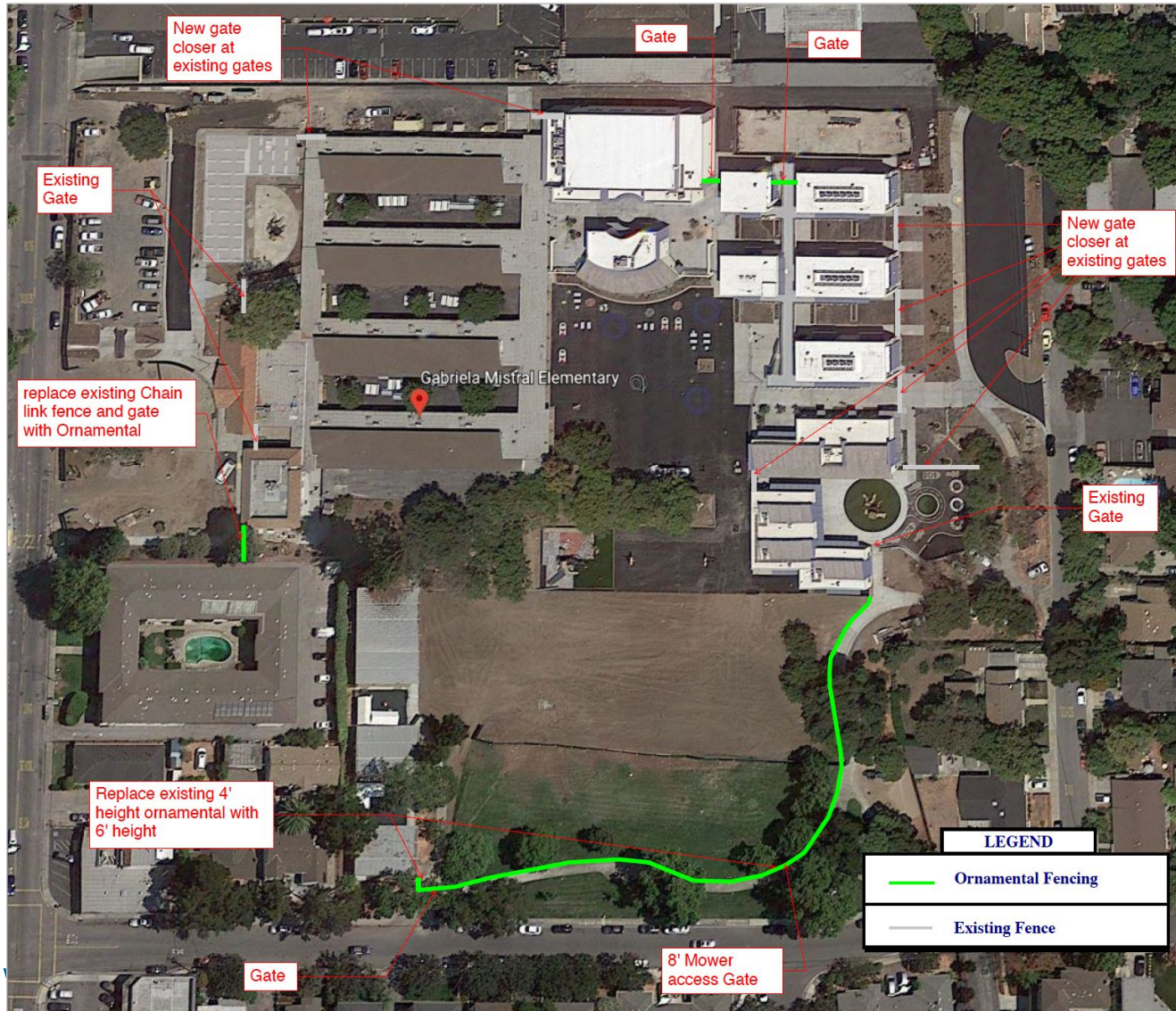


# Bubb Design



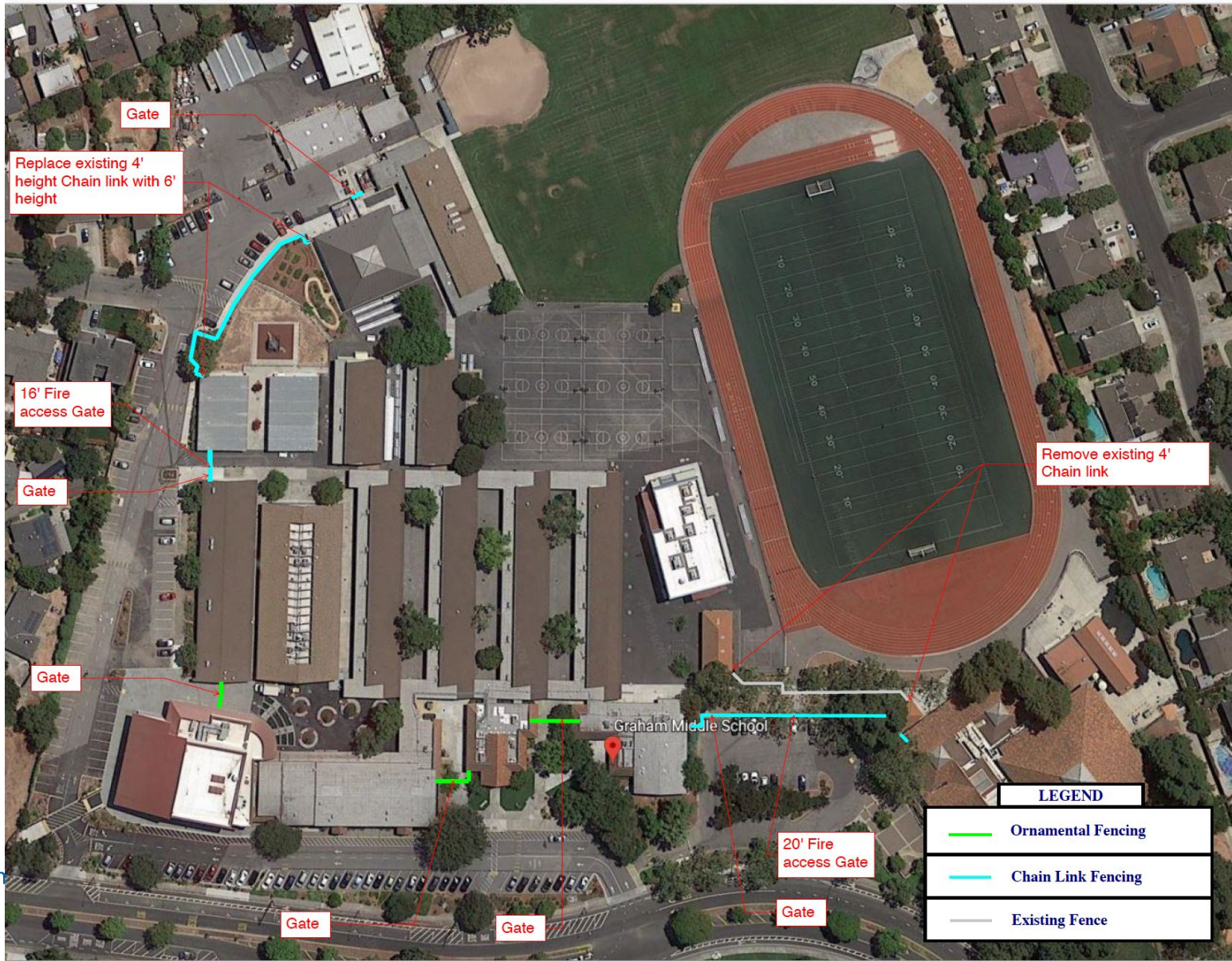


# Castro/Mistral/Preschool



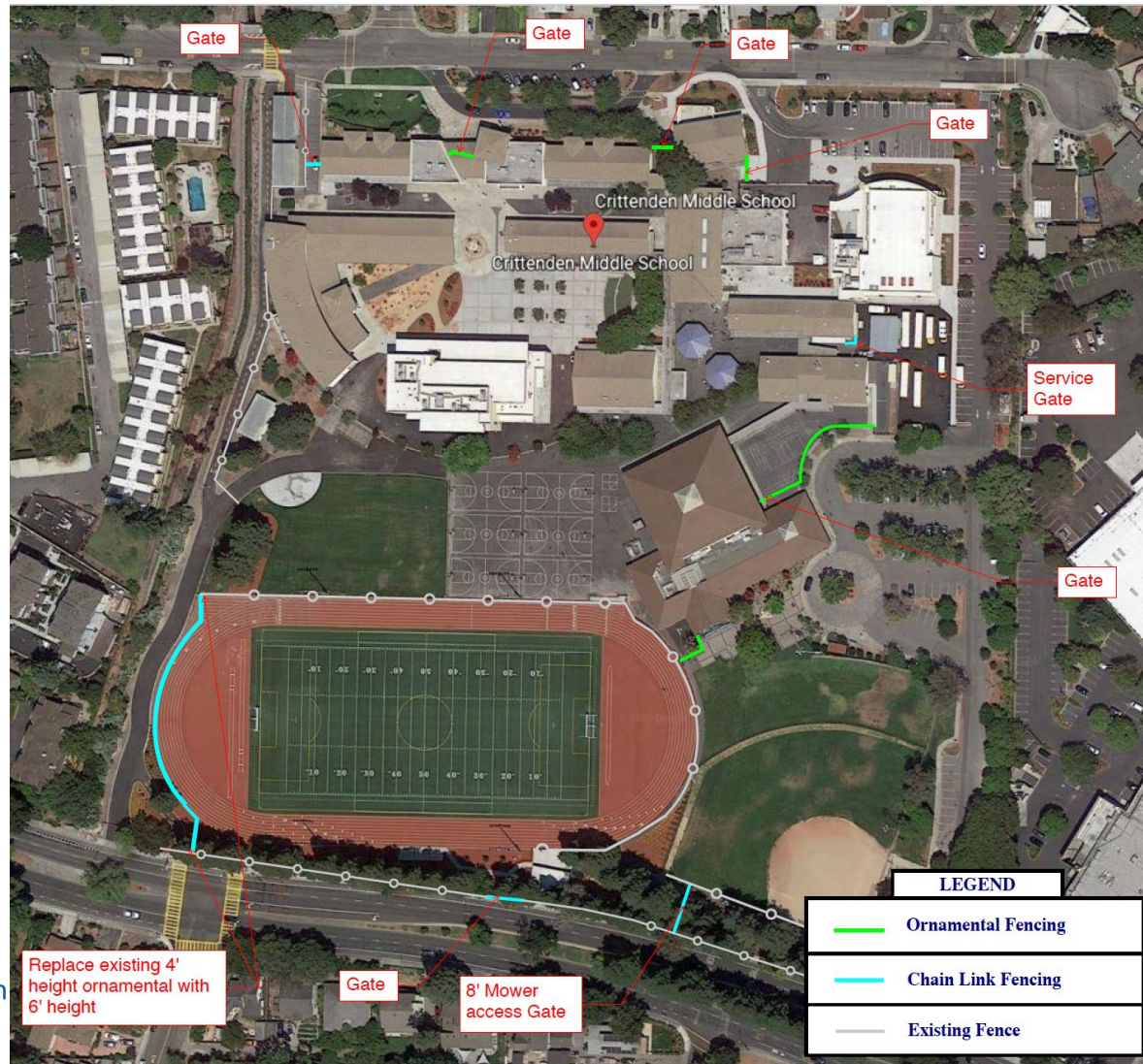


# Graham





# Crittenden



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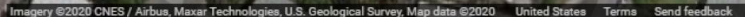


# Landels Option #1





## Mounta



# Field Access Times

- Fields will be accessible as they currently are with no new limitations on residents' access to the fields.
- To ensure that our campus is secure prior to the start of school and as we release our students at the end of the day, the fields will be accessible for pickup and drop off.

# Access through automatically opening locks

## HES® 5000 Electric Strike

*Works with cylindrical locksets  
up to a 5/8" throw latchbolt*

The 5000 Series is also  
available in a Complete  
One Box Solution



- Gates with automatic locks would unlock after children are out of school.
- Locks will be programmable and signs will be posted for whom residents should call if there are any issues.
- Gates will be unlocked during after school programs.
- If the power goes out we can specify if the gates should be locked or unlocked





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# Initial Community Feedback - October

# Feedback on Initial Fencing

- District held 6 community meetings with every school's neighborhood
  - September 29 and October 5, 6, 7, 8, 13
  - Notification through flyer delivery (adjacent neighbors), social media, neighborhood associations, NextDoor, school newsletters
  - 286 residents registered for these meetings
  - Presentation to Parks and Recreation on October 14, 2020

# Feedback on Initial Fencing

- Feedback received from Bubb, Huff, Stevenson/Theuerkauf, Castro/Mistral, Vargas (no change in campus), Graham, and Crittenden requested minor changes such as adding gates.
  - Feedback resulted in design changes
- Majority of concerns were from Monta Loma and Landels residents who have expressed that they don't want fences

# Feedback on Initial Fencing

## Monta Loma-

- Residents said that it's the only access to green space and that a fence would make it feel closed off.
- Some of stated that they only use the field when children are not on it and/or leave when asked.

## Landels

- Individuals that have property that runs along the field do not want their gates to the field to be blocked.
- Want to have easy access to the field.

## Both

- Misconception that the times they will be allowed to use the fields would be limited

# Adjustments Made Based on Feedback

- Making sure staff can easily come and go during the school day easily (not shown)
- Having automatic locks at all new gates that can be remotely opened.
- Changing the color of fencing at some locations.
- Repositioning the fencing at some locations
- Adding additional gates at some locations
- Consider landscaping (not shown)
- Adding more signage that clearly indicates hours of use and who to call if there is an issue (not shown)



# Possible Monta Loma Option #2



Mountain View



# Gate Options

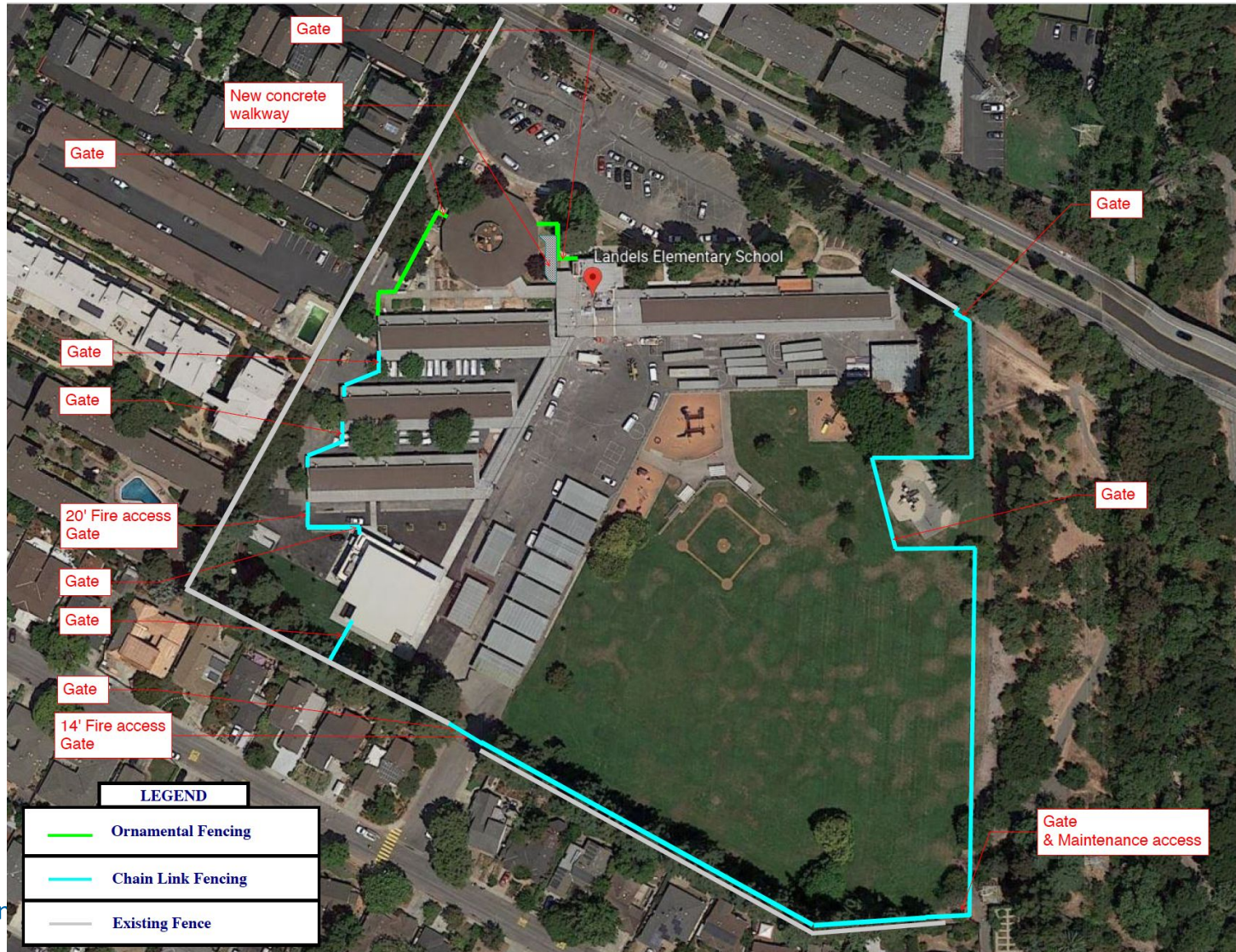




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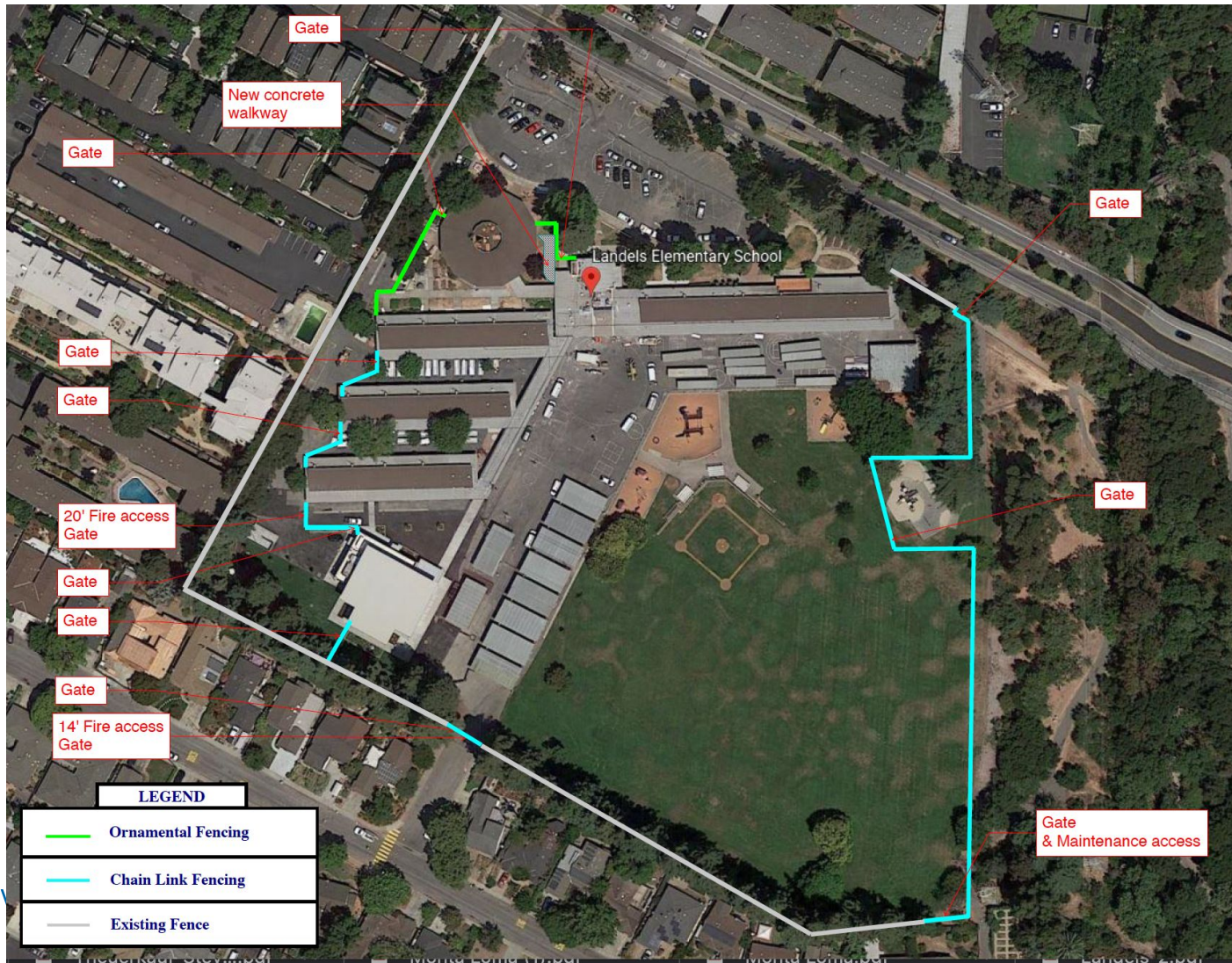


# Possible Landels Option #1





# Possible Landels Option #2





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# Where Do We Go From Here?

# Lessons Learned

- We treated this as a construction project, rather than a community engagement opportunity
- The engagement we did was not enough/the right type
- Residents were not aware of issues with safety, dogs, strangers on campus
- Especially during COVID, residents rely on school-owned green space (44% of MV parkland)
- Community can be a source for solutions

# We Need to Work Together to Find a Solution

- Staff, parents and students have reported that they feel unsafe due to open campuses.
- We have a responsibility to address the concerns and take preventative measures. Not doing anything is not an option.
- The answer does not have to be a fence but we have to address the concerns.

# Engagement Process - for Monta Loma and Landels

Gather interested individuals from the community, school site staff, parents, and Parks and Recreation to be part of a work group	November 9-18
Hold meetings in which groups will work together to develop solutions within the District's limitations.	November - December
Report the work group discussions to the Board with a recommendation.	January

- We will take as much time as needed for this process but we need to address the issues that face both schools.



# Process for Other School Sites

- Letter will be sent out to the community with the changes made based on their feedback
- CBO will offer to meet with residents who would like to provide more feedback on the school site.
- Fencing at CA/MI, TH/ST, GR, CR, HU and BU will move forward as planned
- Construction could possibly begin in late Nov.

# Next Steps

- Engage community
- CBO will make a recommendation to the Superintendent based on all feedback and ideas received for ML and LN.
- The Superintendent will then make a recommendation to the Board (possibly the Nov. 19 meeting) before construction at ML and LN.





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# Questions and Discussion

*Mountain View Whisman School District*

**Agenda Item for Board Meeting of 11/5/2020**

**Agenda Category:** REVIEW AND DISCUSSION

**Agenda Item Title:** Proposal for Opening Support Pods (60 minutes)

**Estimated Time:**

**Person Responsible:**

Geoffrey Chang  
Director Federal, State and Strategic Programs

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**Background:**

Staff will provide an overview of work done to open support pods to support at risk students during distance learning.

**Fiscal Implication:**

Fiscal implication depends on option for support pod option selected.

**Recommended Action:**

None

**ATTACHMENTS:**

Description	Type	Upload Date
Support Pod Presentation	Backup Material	10/29/2020



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# Support Pods

November 2020



# Alignment to SP2021

## Goal 1 - Student Achievement

- Every student will be prepared for high school and 21st century citizenship

## Goal 2 - Achievement Gap

- Achievement gaps will be eliminated for all student groups in all areas



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# Support Pods for At-Risk Populations

# Why explore Support Pods?

- MVWSD is remaining in Distance Learning until January 2020 or later.
- Certain at-risk subgroups of students are struggling with DL for various reasons: internet, supervision, disabilities, etc.
- MVWSDs guiding principles for reopening call for creating high-quality, equitable learning environments for all students

# Support Pods

## Definition:

- Stable place for at-risk kids to come to participate in distance learning for consistent supervision and internet connection
- Staffed by district after school childcare providers
- Maximum of 14:2 student to adult ratio per cohort

## Expectations for Parents/Students:

- Follow all standard health and safety rules including
  - wearing masks, social distancing, screening and hygiene practices
- Drop off and pick up on time
- Attend and participate daily
- Follow behavior expectations set by adult supervisors



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# Data



# Data Reviewed

- MVWSD used data in order to create options for bringing at-risk students onto campuses to participate in distance learning
- The following data was reviewed:
  - Results from parent survey regarding preference for returning to school - blended vs distance
  - Average daily attendance (ADA)
  - Participation in distance learning using new codes
    - **DL3:** Full DL Participation (I attended and actively participated in all of my Zoom meetings and completed all of my daily assignments)
    - **DL2:** Partial Live Participation (I attended the Zoom meetings and completed most of my daily assignments)
    - **DL1:** Partial Live Participation (I attended some of my scheduled Zoom meetings and partially completed daily assignments)
    - **DL0:** No DL Participation (I did not attend Zoom meetings and did not complete assignments).

# Data Review Process Snapshot

Student Attendance and Participation At a Glance		Priority Level			Notes/Description									
Total Students TK-8	4855	-												
ADA <=60	71	A			These kids are the most at-risk from an attendance and participation perspective. They are going through the official Re-Engage									
Students 60<ADA<90	358	B, C, D			These kids are above the 60% minimum threshold, but we would not say they have good attendance.									
Students ADA>90 and DL Avg<2	94	E			These kid have good attendance, but their participation is low.									
Students ADA>90 and DL Avg>2	4332	None			These kids are doing well with Distance Learning because their attendance is high and they're participating consistently									
Total Students who chose Hybrid: 2247		...and are on a Priority List: 235												
How the kids on the Priority Lists break down...														
Priority	Not part of a vulnerable group	504	504 McV SED	504 SED	IEP	IEP McV SED	IEP SED	McV SED	McV SED Newcomer	Newcomer	SED	SED Newcomer	Grand Total	
A	2			2		1	6	2		1	16		30	
B	4					2	1	2			5		14	
C	7				4	1	4	3			9	1	29	
D	38	4		1	8	2	6	13	1	1	42		116	
E	16		1		2		2	2		1	22		46	
Grand Total	67	4	1	3	14	6	19	22	1	3	94	1	235	

# Attendance and Participation Overview

- Total Students: 4855
- Attendance and Participation positives:
  - students above 80% average daily attendance: 4552
  - students averaging above DL2 (partial to full participation): 4549
- Attendance and Participation concerns:
  - students below 80% average daily attendance: 172
  - students averaging below DL2 (partial or no participation) on the days they attend: 306

# At-Risk Subgroups

- McKinney-Vento students
- Students with Disabilities\*
- English Learners
- Students with 504 plans
- Socioeconomically Disadvantaged students

\*not including students in moderate/severe small group classes

# Current In-Person Programs

- Beyond the Bell at Castro: 30 McKinney-Vento students
- YMCA: 77 students
- Right at School: 39 students

# Option 1

Bring back students...

- who are part of an at-risk subgroup
- regardless of whether their parents chose Blended or Distance
- regardless of their current attendance/participation

Approximate number of students: 2055

- Estimated cost: \$529,000 per week
- Estimated ramp up time: uncertain due to scope

## Option 2

Bring back students...

- who are part of an at-risk subgroup
- regardless of whether their parents chose Blended or Distance
- who have low attendance and/or poor participation ( $<80\%$  ADA or Avg DL $<2.0$ )

Approximate number of students: 244

- Estimated cost: \$58,000 per week
- Estimated ramp up time: 2-3 weeks

# Option 3

Bring back students...

- who are part of an at-risk subgroup
- whose parents chose Blended
- regardless of their current attendance/participation

Approximate number of students: 985

- Estimated cost: \$250,000 per week
- Estimated ramp up time: 3-4 weeks



# Option 4

Bring back students...

- are part of an at-risk subgroup
- whose parents chose Blended
- who have low attendance and/or poor participation (<80% ADA or Avg DL<2.0)

Approximate number of students: 120

- Estimated cost: \$23,000 per week
- Estimated ramp up time: 2-3 weeks

# Summary

- Our most at-risk students are struggling with Distance Learning for various reasons
- Careful selection of whom to bring back is key
- Looking forward to improved attendance and participation through support pods
- Timeline - need to move quickly otherwise we are coming up on possible reopening



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# Staff Recommendation

# Staff Recommendation

Staff recommendation: Option 4

Rationale:

- All of these students are struggling to attend and participate in distance learning
- All of these students are part of an identified at-risk group
- All of these students families opted for returning to school when the district reopens



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# Next Steps

# Next Steps

- Board input needed: which option or groups do we bring back, given the needs and costs
- Next steps: Identify students and spaces, contact partners (RAS, YMCA), set up registration, send invitations and open support pods

*Mountain View Whisman School District*

**Agenda Item for Board Meeting of 11/5/2020**

**Agenda Category:** REVIEW AND DISCUSSION

**Agenda Item Title:** The Development of an Equity Committee (20 minutes)

**Estimated Time:**

**Person Responsible:** The Board of Trustees

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**Background:**

The Board of Trustees will discuss the development of an Equity Committee.

Included is the Franklin-McKinley School District resolution, Commitment to Equity and Establishing the Diversity, Equity, Inclusion and Belonging (DEIB) Standing Committee.

**Fiscal Implication:**

**Recommended Action:**

**ATTACHMENTS:**

Description	Type	Upload Date
Franklin-McKinley Equity Committe Resolution	Backup Material	10/30/2020

## **FRANKLIN-McKINLEY SCHOOL DISTRICT**

### **Resolution No. 2020-06**

#### **Recognizing the Franklin-McKinley School District's Commitment to Equity and Establishing the Diversity, Equity, Inclusion and Belonging (DEIB) Standing Committee of the Franklin-McKinley School District Board of Education**

**WHEREAS**, California has one of the largest and most diverse student populations in the nation. Ethnic minorities account for over 71 percent of the student population, with more than 90 languages spoken in public schools. The Franklin-McKinley School District is representative of these diverse demographics that make our State great and that we have a commitment to serving all students as well as staff from all backgrounds, driven by our mission “to prepare all children as global learners”;

**WHEREAS**, the Franklin-McKinley School District recognizes that Diversity, Equity, Inclusion and Belonging (DEIB) are critical priorities grounded in compelling moral and ethnic principles as well as solid empirical evidence, such as the finding that diverse and inclusive organizations and workplaces are more innovative, creative, productive, resilient, and effective (Gupta, Richa, “Workforce Diversity and Organizational Performance” 2013) and that racially diverse organizations tend to outperform industry norms by 35% (McKinsey, 2015);

**WHEREAS**, the Franklin-McKinley School District recognizes that when educational organizations are committed to enhancing diversity, equity and inclusion, student learning and outcomes improve. Students benefit from seeing themselves mirrored in the front of the classroom, in administration, in curriculum, in community events, and holiday celebrations: it is about making our students, as well as our staff, visible and embraced within our district. Not only does increasing equity give our students more opportunities to visualize a successful future, it also exposes them to more ideas, information and cultures, all of which are necessary to thrive in a diversifying global economy;

**WHEREAS**, the Franklin-McKinley School District recognizes that a diversity of perspectives not only produces a more energized and dynamic work and academic environment for our staff and students, it also leads to better organizational decision-making in human resources, business and educational services;



**WHEREAS**, the Franklin-McKinley School District is committed to providing excellent professional and educational opportunities to all staff and students, embracing all backgrounds such as race, gender, ethnicity, national origin, income, sexual orientation, or ability, and is guided by the core values of student learning, positive interdependence, quality performance, inclusivity, integrity, and respect;

**WHEREAS**, the Franklin-McKinley School District recognizes the need and importance for culturally relevant training and on-going professional development of educators, administrators, and staff in regards to diversity, equity, inclusion and belonging as well as race, ethnicity, class, privilege, implicit bias and systems of oppression;

**WHEREAS**, the Franklin-McKinley School District recognizes the need and importance for culturally relevant instruction and curriculum for students in regards to diversity, equity, inclusion and belonging as well as race, ethnicity, class, privilege, implicit bias and systems of oppression;

**WHEREAS**, the Franklin-McKinley School District Board of Education “is committed to providing equal opportunity for all individuals in education. District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.” (0410 Franklin-McKinley School District Board Policy: Non-Discrimination in District Programs and Activities) The Board shall promote programs that ensure discriminatory practices are eliminated in all District activities;

**WHEREAS**, the Franklin-McKinley School District “supports diversity, equity, inclusion and belonging efforts that support both students and staff of all backgrounds, but especially of underrepresented and minoritized communities” [Resolution No. 2019-40: Supporting Ethnic Studies for ALL. A Resolution in Support of AB 331 (Pupil Instruction: High School Graduation Requirement: Ethnic Studies) and AB 1460 (California State University: Graduation Requirement: Ethnic Studies) passed in November 12, 2019 by the Franklin-McKinley School District Board of Education];

**WHEREAS**, the Franklin-McKinley School District believes that the diversity that exists among the district's community of students, staff, parents/guardians, and community members is integral to the district's vision and goals, and that addressing the needs of **all** students, particularly those students who have been most underserved by the education system, requires recognition of the inherent value of diversity and acknowledgement that educational excellence requires a commitment to equity in the opportunities provided to students and the resulting outcomes;

**WHEREAS**, it is incumbent on the Board of Education to ensure that all schools support all students to achieve academic success;

**WHEREAS**, the window to change the trajectory of student achievement is short and must entail a sense of urgency;

**WHEREAS**, in order to achieve a culture of equity in the district, set student-first, data-driven policies, and make decisions focused on school improvement, the Board of Education must have guiding set of priorities;

**NOW, THEREFORE BE IT RESOLVED**, the Franklin-McKinley School District believes that in order to eradicate institutional bias of any kind, including implicit or unintentional biases and prejudices that affect student achievement, and to eliminate disparities in educational outcomes for students from historically underserved and underrepresented populations, the district shall proactively identify class and cultural biases as well as practices, policies, and institutional barriers that negatively influence student learning, perpetuate achievement gaps, and impede equal access to opportunities for all students;

**BE IT FURTHER RESOLVED**, that the Franklin-McKinley School District Board of Education shall explicitly commit to equity and shall make decisions with a deliberate awareness of impediments to learning faced by students of diverse cultural, ethnic, linguistic, and/or socioeconomic backgrounds. To ensure that equity is the intentional result of district decisions, the Board shall consider whether its decisions address the needs of students from racial, ethnic and indigent communities and remedy the inequities that such communities experienced in the context of a history of exclusion, discrimination and segregation. Board decisions shall not rely on biased or stereotypical assumptions about any particular group;

**BE IT FURTHER RESOLVED,** The Franklin-McKinley School District Board of Education establishes an DEIB Committee, as a standing committee of the Franklin-McKinley School District Board of Education with the year-round task of developing DEIB based initiatives and policies for our District and Board of Education to adopt with the ultimate aim to create the most diverse, equitable, and inclusive workplace for our staff and educational environment for our students, so that our mission “preparing all children as global learners”;

**BE IT FURTHER RESOLVED,** that the DEIB Committee will:

- Be comprised of a Board member, two community leaders, a representative from Student Services, Human Resources, and Business departments, two site administrators, two classified and two certificated staff, two students, and two parents.
- Schedule their first meeting within 90 days of this resolution and set their quarterly meeting schedule for the year and draft the DEIB Committee’s Charter;
- Adopt a definition and vision of equity that objectively sets the standard of achievement for every student;
- Develop annual policy and initiative priorities and begin the process of drafting district-wide equity policy and reviewing current Board policies;
- Develop an objective framework to guide the allocation of resources, evaluate District and school performance, promote transparent communication, and foster equitable student achievement goals;

**BE IT FURTHER RESOLVED,** that the Franklin-McKinley Board of Education will:

- Review the current Board vision and mission statement and ensure adequate alignment to Equity priorities during the annual Board retreat
- Assign a Board member to DEIB Committee (assigned by Board president as with other Board committees)
  - The Board representative shall develop guidelines that support the creation of safe spaces when engaging in equity work.
  - Facilitate the first DEIB Committee meeting
- Provide the DEIB Committee with a scope, expectations, essential questions, metrics, a timeline and necessary support.
- Approve and monitor the timeline for all actions established by the

Resolution and adjust timeline as needed

**BE IT FURTHER RESOLVED**, that the District Staff will:

- Communicate the DEIB Committee updates on District platforms including website, social media, and newsletters including:
  - Marketing the opportunity to serve on the DEIB Committee to a diverse set of community members, educators, and parents who would like to sit on the DEIB Committee prior to the first meeting
  - Quarterly communication around equity priorities and the progress of the DEIB Committee
- Provide student data from current district assessments to the DEIB Committee (within the bounds of student privacy laws).
- Assign District representatives to sit on the DEIB Committee
- Provide updates to the Board at least annually

**BE IT FURTHER RESOLVED**, that the on-going tasks of the DEIB Committee include:

- Review current Board policies and identify ways that those policies support or inhibit equity in our schools and classrooms
- Evaluate the LCAP spending, with a review of the current LCAP process, through the equity lens and indicate how the LCAP supports or inhibits student growth in subgroups that have historically underperformed
- Prioritize communication relating to the equity priorities
- Monitor student progress toward achievement goals and provide recommendations and solutions to the Board
- Examine the budget with an equity lens and identify areas where allocation of human and capital resources do not effectively address equity

**PASSED AND ADOPTED** by the Board of Education of the Franklin-McKinley School District at a regular meeting held on the 28<sup>th</sup> day of January, 2020, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTENTION: \_\_\_\_\_

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Maimona Afzal Berta, Vice President  
Franklin-McKinley School District

*Mountain View Whisman School District*

**Agenda Item for Board Meeting of 11/5/2020**

**Agenda Category:** FUTURE BOARD MEETING DATES

**Agenda Item Title:** Future Board Meeting Dates

**Estimated Time:**

**Person Responsible:**

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**Background:**

November 19, 2020

December 10, 2020

January 7, 2021

January 21, 2021

**Fiscal Implication:**

**Recommended Action:**