BOARD OF EDUCATION

DOWNEY UNIFIED SCHOOL DISTRICT

Architectural Service Agreement

Agenda Item #77

September 7, 2021 - REGULAR MEETING

BOARD ROOM, GALLEGOS ADMINISTRATION CENTER

11627 Brookshire Avenue, Downey, California 90241

AGREEMENT FOR ARCHITECTURAL SERVICES
BY AND BETWEEN
DOWNEY UNIFIED SCHOOL DISTRICT AND
RACHLIN PARTNERS ARCHITECTS FOR
DOTY IRRIGATION ADD SERVICE

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CERTIFICATES

This Agreement for Architectural Services is made as of the 7th day of September, 2021 between the **Downey Unified School District**, a California public school district, ("**District**") and **Rachlin Partners Architects,** a California corporation ("**Architect**") (individually a "**Party**" and collectively the "**Parties**"), for the following project ("**Project**"):

> Doty Middle School Irrigation Add Service located at Doty Middle School, 10301 Woodruff Ave, Downey, CA 90241, 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 **Downey Unified 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. Architect shall be entitled to rely on the accuracy and completeness of the services and information furnished by the District's personnel and/or its designated representatives.

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 services with, and shall be entitled to rely on the accuracy and completeness of, 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 experience 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 Ingrassia	

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 control".

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, subject to the Standard of Care, perform the Services 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. 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 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, which shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions. Architect shall be entitled to rely on the accuracy and completeness of the Construction Cost Budget and Project scope as the Architect progresses with its Basic Services. In accordance with the **Exhibit A,** the Architect shall 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 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. Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to inaccuracies or incompleteness in the Construction Cost Budget and Project scope, or due to market conditions Architect could not reasonably anticipate. Architect shall report to the Owner any known material inaccuracies and inconsistencies.

5.3. The District is relying on the Architect's experience 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 electronic (.pdf) format.

8.5.2. One (1) set of non-fixed image CADD drawing files in DWG format of plans developed for the Project as of the date of termination, including, without limitation, any architectural, plumbing, structural mechanical and electrical files; roof plan(s); sections and exterior

elevations of the Project.

8.5.3. 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 Standard of Care as required by this Agreement, or if Architect fails to reasonably 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 violates any of the material terms or provisions of this Agreement or 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, and hold harmless the District, its officers, 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, recklessness, or willful misconduct of Architect, its directors, officials, officers, employees, Consultants 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 negligence or willful misconduct of any of the Indemnified Parties. In no event shall the cost to indemnify, hold harmless, and defend charged to Architect exceed Architect's proportionate percentage of fault.

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.

10.3. Architect's duty to indemnify 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. 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 and 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. Architect shall be entitled to rely on the accuracy and completeness of the coordination and management furnished by the District's personnel and/or its designated representatives.

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. 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 represents 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. Representations of Architect

24.1. Architect represents that the Architect is properly licensed under the laws and regulations of the State of California to provide the Services that it has agreed to perform.

24.2. Architect represents 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 represents that it will comply with those provisions before commencing the performance of the Services.

24.3. Architect represents 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 comply with and to require its Consultant(s) to fully comply with all applicable Prevailing Wage Laws, to the extent

required by law. Architect shall ensure that it and its Consultants, to the extent required by law, 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:	**Architect:**
Downey Unified School District	**Rachlin Partners**
11627 Brookshire Ave	8640 National Blvd.
Downey, CA 90241	Culver City, CA 90232
Attn: Vince Madsen	Attn: Richard Ingrassia
Telephone: 562-469-6707	Telephone: 310-204-3400

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 represents 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 one hundred percent (100%) of the tax deduction and/or credit the Architect receives, if any, 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 confidential 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:	August 13, 2021	Dated:	July 29, 2021
Downey Unified School District		**Rachlin Partners Architects**	
By:		By:	
Print Name:	Christina Aragon	Print Name:	Richard Ingrassia
Print Title:	Associate Superintendent	Print Title:	Partner

EXHIBIT A

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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Project Description. The Project shall include the design of the following at Doty Middle School ("**School Site(s)**"):

- Convert existing Special Education classroom to Culinary Arts.
- Design and engineering for new parking lot at southeast portion of the campus.
- All coordination and documentation required for approval process with DSA.

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. Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the information 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 acts or omissions of the Architect, its agents, officers, and employees, the Architect shall reimburse the District. 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 Construction Change Document ("**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 at this stage must at no point exceed the District's Project Budget allocation for construction, unless approved in writing by the District. 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 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. Review of submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the contractor(s). Review of submittals shall not relieve the contractor(s) of its/their contractual obligations. Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques,

sequences, or procedures. Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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. 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.

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, since these are solely the contractor(s)' rights and responsibilities.

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.** Subject to the Standard of Care, Architect shall evaluate during the Construction Administration and Closeout Phases the contractor(s)' execution and overall delivery of its work throughout the construction process. 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 to meet the design intent of the Construction Documents Quality Control during the Construction Phase, the Closeout Phase, and all warranty periods are solely the contractor(s)' rights and responsibilities and 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. Ensure 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.

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-Builts. As-Builts 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-Builts" 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-Builts, 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-Builts, 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 may 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) business 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 CCDs and any other changes that require DSA approval.

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 and prepare a package of all warranty and O&M documentation.

8.1.8. Architect shall organize electronic files, plans and prepare a Project binder.

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 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 MAY 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. HOWEVER, ARCHITECT SHALL RECEIVE ADDITIONAL COMPENSATIONS FOR ADDITIONAL MEETINGS NOT CAUSED BY THE ARCHITECTURAL TEAM'S PERFORMANCE.

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 design intent of the Construction Documents, and to resolve discrepancies in the Construction Documents and to monitor the progress of the construction of the Project. However, Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the contractor(s)' rights and responsibilities.

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.

Job Title	Hourly Rate
Principals	**$225.00**
Project Manager	**$195.00**
Project Architect	**$175.00**
Project Designer	**$155.00**
Senior CADD	**$135.00**
Intermediate CAD/Designer	**$155.00**
Junior CAD/Designer	**$155.00**
Cost Estimator	**$135.00**
Support Staff	**$85.00**

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 Services 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 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 or though not by Architect's fault, 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.

Doty Culinary Irrigation Add Service	Per Architect Schedule

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**"):

Fifty-seven thousand, three hundred seventy dollars ($4,800.00). For informational purposes only, the Fee is based on Proposal (Exhibit I) dated July 21, 2021.

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 Final DSA Closeout, with Certification	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 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 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 representatives, consultants, trustees, officers, officials, employees, agents, 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**	**EXHIBIT G** **DSA FORM IR-A6**	**EXHIBIT H** **DSA FORM 3**

EXHIBIT F
DSA FORM PR 13-01

DSA PR 13-01

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

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.

- 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 DSAbox 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.

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,

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.

- 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

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.

- 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

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.

- 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-IPI 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-IPI 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-IPI (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-IPI.
- Provide a copy of all the DSA-approved construction documents 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.

- 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 DSAbox 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

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*.

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

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).

- 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 DSAbox.
- 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

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

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
- DSA Sacramento: sacfielddocs@dgs.ca.gov
- DSA Los Angeles: lafielddocs@dgs.ca.gov
- DSA San Diego: sdfielddocs@dgs.ca.gov

4.2 Submittal of all other forms and documents: Submittals shall be uploaded to DSAbox. For DSAbox instructions see DSAbox External Library. All documents submitted to DSAbox shall be in PDF format. The naming convention specified in *Section 1.4* of the DSAbox External Users Training Module shall be used when uploading documents to DSAbox. 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 DSAbox; 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 DSAbox 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 DSAbox 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 DSAbox by the Architect/Engineer in General Responsible Charge include:

- 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.

CONSTRUCTION OVERSIGHT PROCESS

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

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

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 H
DSA FORM 3

DSA IR A-6

CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

Disciplines: All	**History:**	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

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 proceedures

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 DSAbox as described in DSAbox 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 DSAbox as described in DSAbox 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.

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.

- 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.

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

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 at the time of project application submittal to DSA are considered applicable.

Appendix A - Sample CCD Category A

DSA **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: Amazing Unified School District	DSA File #: 37 -
Project Name/School: Best School	DSA App. #: 04 - 119119

APPLICANT

CCD Cat. ☒A / ☐B, #: 04	Date Submitted: 5-5-16	Attached Pages?: ☐No ☒Yes (2 pages)
For CCD Cat. B, this is a ☐ voluntary submittal, ☐ DSA required submittal (attach DSA notification requiring submission).		
Firm Name: ABC Architects	Contact Name: Pat Smith	
Email: Pat@abc.com	Phone Number: (888)555-1111	
Address: 1444 Arch Drive		
City: San Diego	State: CA	Zip: 92127
☐ A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		
☒ For project currently under construction		
☐ To obtain DSA approval of existing uncertified building(s).		

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

Name of Design Professional in General Responsible Charge: Robin Hanks	
Professional License #: C72475	Discipline: Architect

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 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

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

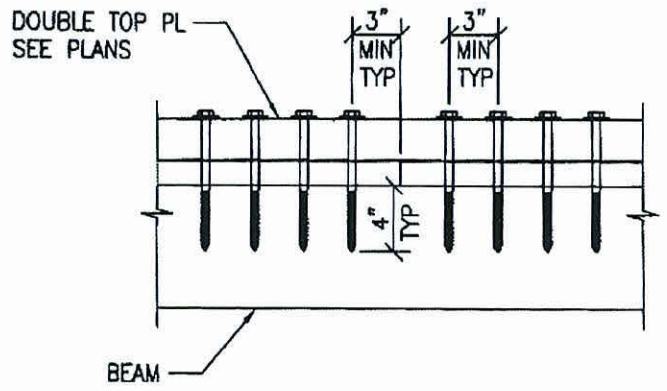
DSA Stamp

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CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

Appendix A - Sample CCD Category A (continued)

CCD 5 SHT# 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/S5 — CL-1

SHEET# 1 OF 1

REGISTERED PROFESSIONAL ENGINEER — ERIK EUGEN — NO. 13457 — STRUCTURAL — STATE OF CALIFORNIA

Project Name:	BEST SCHOOL
DSA Application #:	04-119:19x
CCD Number:	05
Date:	5/5/15

Appendix A - Sample CCD Category A (continued)

CCD 5 SHT #2 OF 2
(CALC SHT #1)

PROJECT: NEW SCHOOL
DSA #: 04-119119X
CCD #: 05
DATE: 5/5/15

CHANGE DETAIL 7/S5 FROM BOLTS TO LAG

FROM 7/S5 3/4"ϕ BOLTS 2X TO 4X
$V_{ALL} = 1.2^K$

CHANGE TO 5/8"ϕ LAG (1 1/2" SIDE MEMBER)
$V_{ALL} = .92^K$

∴ USE 2-5/8"ϕ LAG TO REPLACE 1-3/4"ϕ BOLT
SPACE $4d = 4 * 5/8 = 2\frac{1}{2}"$ → USE 3 MIN.

FROM 7/S5 TWO TYPES OF SPLICES.

TYPE A USES 8-3/4"ϕ BOLTS
REPLACE W/ 16-5/8"ϕ LAG.

TYPE B USES 12-3/4"ϕ BOLTS
REPLACE W/ 24-5/8"ϕ LAG.

REGISTERED PROFESSIONAL ENGINEER
JIMA EUGEN
NO. 13457
STRUCTURAL
STATE OF CALIFORNIA

Appendix B - Sample CCD Category B

DSA **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: Amazing Unified School District	DSA File #: 37 -
Project Name/School: Best School	DSA App. #: 04 - 119119

APPLICANT		
CCD Cat. ☐A / ☒B, #: 05	Date Submitted: 5-5-16	Attached Pages?: ☐No ☒Yes (1 pages)
For CCD Cat. B, this is a ☒ voluntary submittal, ☐ DSA required submittal (attach DSA notification requiring submission).		
Firm Name: ABC Architects		Contact Name: Pat Smith
Email: Pat@abc.com		Phone Number: (888)555-1111
Address: 1444 Arch Drive		
City: San Diego	State: CA	Zip: 92127
☐ A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		
☒ For project currently under construction		
☐ To obtain DSA approval of existing uncertified building(s).		

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE	
Name of Design Professional in General Responsible Charge: Robin Hanks	
Professional License #: C72475	Discipline: Architect

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 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.

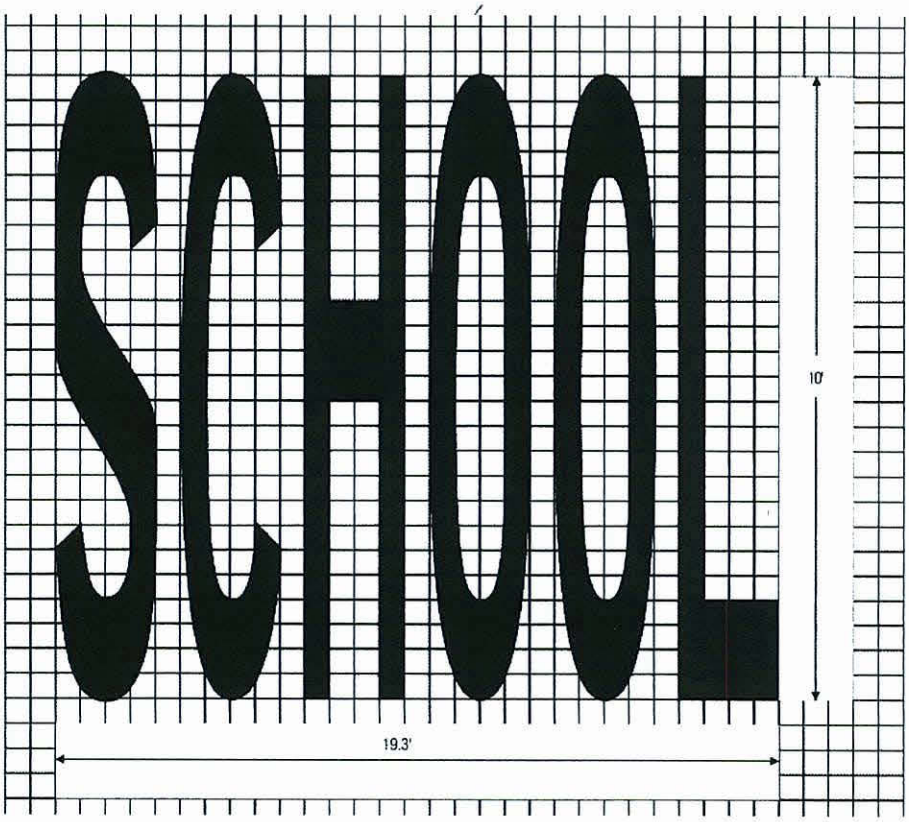
DSA USE ONLY		DSA Stamp
SSS_____ Date_____ Approved / Disapproved / Not Req'd	For business office use only: Date Sent, Return By, Delivery Method	
FLS_____ Date_____ Approved / Disapproved / Not Req'd		
ACS_____ Date_____ Approved / Disapproved / Not Req'd		
Remarks_____		

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DIVISION OF THE STATE ARCHITECT DEPARTMENT OF GENERAL SERVICES STATE OF CALIFORNIA

CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

Appendix B - Sample CCD Category B (continued)

CCD 6 SHEET # 1 OF 1



SHEET # 1 OF 1

LICENSED ARCHITECT ROBIN HANKS STATE OF CALIFORNIA

Project Name:	BEST School
DSA Application #:	04-119119x
CCD Number:	06
Date:	5/5/15

EXHIBIT G
DSA FORM IR-A6

DSA 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 ☐

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. ☐

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. ☐

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. ☐

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 *IR A-4.13* 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 Survey (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.* ☐

EXHIBIT I
Architect's Proposals

July 21, 2021

Mr. Vince Madsen
Senior Director of Facilities, Planning and Development
Downey Unified School District
11627 Brookshire Avenue
Downey, CA 90241

RACHLIN
PARTNERS

RE: DOWNEY UNIFIED SCHOOL DISTRICT
DOTY MIDDLE SCHOOL
FEE INCREASE FOR DESIGN CHANGES – IRRIGATION ADD SERVICE

Dear Mr. Madsen:

Rachlin Partners and our consulting engineers is respectfully requesting additional services to convert the current Doty Middle School irrigation design from potable water in the north field to recycled water. The scope includes:

1. Remove irrigation booster pump, booster pump enclosure and irrigation enclosure from the north field and adjust irrigation layout.
2. Add irrigation controller to north field per location as requested by DUSD.
3. Add new irrigation booster pump in south field. New pump shall be serviced from the existing recycled water system and shall be sized to accommodate the irrigation systems in the north and south fields. Adjust irrigation layout due to the addition of the irritation booster pump enclosure.
4. Prepare new installation detail for new irrigation booster pump layout. New irrigation booster pump layout shall be located at previous irrigation pump location.
5. Update all irrigation details to conform to the guideline requirements form the City of Downey and the County of los Angeles Department of Public Health for pipeline construction and installation for the safe use of recycled waste water.
6. Adjust irrigation specification as required for use of recycled water.

We are requesting additional fees to pay for the irrigation designers work scope only. Rachlin Partners will not be charging additional fees. The Irrigation Design has been attached for reference.

Fee Schedule

Our fee for the scope of work as defined in this proposal shall be $4,800.00 and the breakdown is as follows:

Work Scope Description:	Discipline:	Fee:
Design for conversion of domestic irrigation system to reclaimed water irrigation system.	Architectural Irrigation Design	0 $ 4,800.00
Total		$ 4,800.00

I am prepared to commence with these services upon receipt of a written contract and your notice to proceed, and I look forward to a successful project. If you have any questions, please call me at (310) 204-3400.

Sincerely,

Richard Ingrassia, AIA, LEED AP
Partner

Mr. Vince Madsen
Senior Director of Facilities and Planning

Billing Rates

In order to best service our clients' needs, we have compiled the following fee schedule listing our hourly billing rates. These fees are effective until December 31, 2021, and are subject to revision thereafter.

Reimbursable expenses such as blueprinting, photocopying, long-distance telephone charges, mileage and travel expenses, consultant services and other direct expenses will be billed at the rates that follow below the fee schedule.

Rachlin Partners Fee Schedule

Principals	$225.00	per hour
Project Manager	$195.00	per hour
Project Architect	$175.00	per hour
Project Designer	$155.00	per hour
Senior CADD	$135.00	per hour
Intermediate CAD/Designer	$155.00	per hour
Junior CAD/Designer	$155.00	per hour
Cost Estimator	$135.00	per hour
Support Staff	$ 85.00	per hour

Reimbursable Fees

8-1/2" x 11" photocopies	$ 0.10	per copy
Mileage	$ 0.38	per mile
Facsimile Transmission	$ 1.00	per page
CADD Plots	$ 2.50	per square foot
Blueprinting	$ 0.10	per square foot

d. d. Pagano, inc.
IRRIGATION CONSULTANTS

July 20, 2021

Mr. Richard Ingrassia
Rachlin Architects
8640 National Blvd.
Culver City, CA 90232

Project Name: DUSD Doty Middle School Irrigation Add Service.

In response to DUSD request for our proposal to convert the current Doty Middle School irrigation design from potable water in the north field to recycled water. We would like to submit the following scope of services and fees for your review and approval.

Task 1 – Construction Document Conversion Plan:

d.d. Pagano, Inc. shall meet with Downey Unified School District irrigation operations staff to review current project recycled conditions as required to prepare a recycled water conversion irrigation construction documents for Doty Middle School.

A. Remove irrigation booster pump, booster pump enclosure and irrigation enclosure from the north field and adjust irrigation layout as required due to the removal.

B. Add irrigation controller to north field per location requested buy DUSD.

C. Add new irrigation booster pump in south field. New pump shall be serviced from the existing recycled water system and shall be sized to accommodate the irrigation systems in the north and south fields. adjust irrigation layout as required due to the addition of irrigation booster pump enclosure.

D. Prepare new installation detail for new irrigation booster pump layout. New irrigation booster pump layout shall be located at the previous irrigation pump location. Backfilling of the pump pit, concrete pump equipment enclosure and enclosure perimeter fence shall be provided by Rachlin Architects.

E. Update all irrigation details to conform to the guideline requirements from the City of Downey and The County of Los Angeles Department of Public Health for pipeline construction and installation for the safe use of recycled wastewater. Submittal to government agencies by Rachlin Architects.

F. Adjust irrigation specification as required for use of recycled water

Irrigation Add Service Design Fees

Rachlin Architects shall compensate the Consultant for the services described in Irrigation Consultant's Services as noted below. If the scope of this part of the project is changed mutually, the fixed fee shall be adjusted by mutual consent.

Task 1 – Irrigation Construction Document Conversion Plan	$ 4,800.00
Allowance for reimbursable expenses	$ 50.00
Grand Total	$ 4,850.00

Payments

A. Unless otherwise required, all work will be billed monthly, based on percentage of work complete for the billing period. Final invoicing for each Task, as noted above, will be due and payable at completion of each Task. Terms: Per terms of Rachlin Architects Consultant Agreement

B. Start of design and submittal dates shall be agreed upon by Rachlin Architects and d.d. Pagano, Inc. Irrigation Consultants.

Hourly Rate Schedule for Additional Requested Services

Principal	$ 150.00/hour
Senior design staff	$ 120.00/hour
Design staff	$ 100.00/hour
Clerical	$ 70.00/hour

Revisions

d.d. Pagano, Inc. Irrigation Consultants shall be responsible for effecting revisions of design, construction drawings, specifications and calculations as required to comply with irrigation design criteria approved by Rachlin Architects and legally constituted public authorities having jurisdiction. Except for minor revisions required during the design period, all other revisions by other design entities such as Architectural, Engineering, etc., that affect the irrigation design, are not included as part of this proposal and will be billed on an hourly basis at the rate indicated for Additional Services.

Clarifications

A. This proposal is based on the assumption that water and electrical power are available in appropriate sizes, pressures, locations, etc.

B. Irrigation Plans will be provided using AutoCAD v. 2014 format or later. AutoCAD base sheet files shall be prepared by d.d. Pagano, Inc. and supplemented by AutoCAD files provided by Rachlin Architects. Base sheets shall include all title blocks, sheet numbers and external reference drawings as required for completion of irrigation plans.

C. Irrigation specifications will be provided in an 8 1/2" x 11" format as a part of the Construction Document package.

D. Rachlin Architects plan check corrections are for irrigation related issues for irrigation plans prepared by d.d. Pagano, Inc. Irrigation Consultants are included as a part of this proposal. Plan check revisions due to Landscape Architecture, Architecture, Civil, etc. that cause revisions to irrigation design are not included as a part of this proposal.

E. Reimbursable expenses for AutoCAD Plotting are not included as a part of this proposal. d.d. Pagano, Inc. shall provide electronic files of the irrigation system design in a file format requested by Rachlin Architects. An allowance has been provided for budgeting purposes. All reimbursable expenses will be billed at cost.

F. Except as noted otherwise, fees for meetings are for meetings in the Orange or Los Angeles Counties. Additional meeting or meetings held outside of Orange or Los Angeles Counties shall be billed on an hourly basis as approved by Rachlin Architects.

G. The Consultant shall not be responsible for means, methods, and techniques of construction chosen or implemented by any contractor.

H. The Consultant shall not be responsible for scheduling of any construction.

I. When the Consultant's services have been contracted for Construction Administration by Rachlin Architects acknowledges that observation services provided by the Consultant are not in a supervisory role to the Contractor or his workers, but merely to observe that the progress of the work is generally and reasonably in accordance with the intent of the construction documents.

J. The Consultant shall not be responsible for Construction Site safety.

K. Rachlin Architects acknowledges that no one shall have the right to substitute any products without the Consultant's written consent.

L. Submittal to other government agencies by Rachlin Architects.

Responsibility of the Rachlin Architects and Downey Unifies School District

The Rachlin Architects and DUSD responsibility shall include assistance in determining irrigation design criteria and in providing the following:

A. When available, any hardcopy and electric file reference drawings showing all hardscape any permanent structures which could affect the irrigation design.

B. When available, site improvement plans indication available irrigation points of connection for both water and electrical service.

C. Any specific areas requiring special irrigation treatment.

D. Grading Plan.

E. Landscape sections.

F. Other consultant's names, phone numbers, and persons to contact for coordination.

Work Not Included

A. Any soils engineering or other geotechnical services whatsoever, or otherwise have any liability or responsibility for the Project's soils, subterranean water and/or subsurface conditions.

B. Any civil engineering services whatsoever, or otherwise has any liability or responsibility for streets, utilities or surface drainage systems or the like.

C. Any surveying services whatsoever, or otherwise have any liability or responsibility for the precise determination of grades, location of hardscape features or the like.

D. Any environmental impact reports or studies whatsoever, or otherwise has any liability or responsibility for the precise determination of environmental issues.

E. Any structural engineering services whatsoever, or otherwise have any liability or responsibility for structural engineering including without limitation the engineering concerning any perimeter and/or retaining walls.

F. Any electrical engineering services whatsoever, or otherwise has any liability responsibility for electrical or lighting design.

G. Any hazardous waste or toxic substances engineering or other such services, or otherwise have any liability or responsibility concerning compliance with any federal or state environmental or pollution laws, nor investigate any product for environmental or pollution laws, nor investigate any product for environmental or pollution hazards not identified in the published product promotional literature of the product's manufacturer.

H. Review shop drawings or other contractor submittals for any purpose other than conformance to irrigation contract documents, and in no event will Consultant review shop drawings for accuracy or completeness, for serviceability or performance, for constructability, for code compliance, for coordination among trades or compatibility with other Project components, or for contractor safety precautions, all of which are the sole responsibility of the submitting contractor.

Additional Services

A. Unless specifically listed in section entitled Irrigation Consultant's Services, the following work efforts are additional services which we would be pleased to provide on an hourly basis.

   1. Meetings not specifically mentioned in Irrigation Consultant's Services.

2. Revisions due to change in criteria and/or revisions caused by other design entities (architectural, engineering, landscape architectural, etc.)
3. Assist Rachlin Architects with Governmental reviews and approval process as requested.
4. Irrigation cost of construction estimates.

B. Additional services required will be billed at a fixed fee agreed upon by our office and Rachlin Architects.

Terms and Conditions

Per Rachlin Architects consultant agreement as reviewed and approved by d.d. Pagano, Inc. Irrigation Consultants and their attorney and insurance companies.

I appreciate the opportunity to submit a proposal on this project. If you have any questions regarding this proposal, please feel free to call.

Respectfully Submitted,

d.d. Pagano, Inc.
Irrigation Consultants

David D. Pagano, FASIC, Principal

ROOFING CONTRACT FINANCIAL INTEREST CERTIFICATION
(Public Contract Code section 3006)

PROJECT/CONTRACT NO.: _____ between **Downey Unified School District** ("District") **Rachlin Partners** ("Architect / Engineer") ("Contract" or "Project").

I, Richard Ingrassia, Rachlin Partners 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 Richard Ingrassia, Rachlin Partners 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, Richard Ingrassia, Rachlin Partners 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"): Rachlin Partners

Mailing address: 8640 National Blvd., Culver City, CA 90232

Addresses of branch office used for this Project: Same as above

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: Rachlin Partners

Signature: _____

Print Name: Richard Ingrassia

Title: Partner

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code § 2204)

PROJECT/CONTRACT NO.: _____ between **Downey Unified School District** ("District") and Rachlin Partners ("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: Rachlin Partners

Signature: _____

Print Name: Richard Ingrassia

Title: Partner

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Risk Strategies Company
2040 Main Street, Suite 450
Irvine, CA 92614

www.risk-strategies.com CA DOI License No. 0F06675

CONTACT NAME: Risk Strategies Company
PHONE (A/C, No, Ext): 949-242-9240 FAX (A/C, No):
E-MAIL ADDRESS: syoung@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Co of Connecticut	25682
INSURER B : Travelers Property Casualty Co of America	25674
INSURER C : Arch Insurance Company	11150
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Rachlin Partners, LLC
8640 National Boulevard
Culver City CA 90232

COVERAGES **CERTIFICATE NUMBER:** 62848843 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY	✓		6802J005301	6/12/2021	6/12/2022	EACH OCCURRENCE	$ $1,000,000
	☐ CLAIMS-MADE ☑ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ $1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$ $10,000
	☐ POLICY ☑ PRO-JECT ☐ LOC						PERSONAL & ADV INJURY	$ $1,000,000
	OTHER:						GENERAL AGGREGATE	$ $2,000,000
							PRODUCTS - COMP/OP AGG	$ $2,000,000
								$
A	AUTOMOBILE LIABILITY			6802J005301	6/12/2021	6/12/2022	COMBINED SINGLE LIMIT (Ea accident)	$ $1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☑ HIRED AUTOS ONLY ☑ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	✓ UMBRELLA LIAB ✓ OCCUR			CUP7E427319	6/12/2021	6/12/2022	EACH OCCURRENCE	$ $3,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ $3,000,000
	☐ DED ✓ RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		✓	UB6K089679	6/12/2021	6/12/2022	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ $1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ $1,000,000
							E.L. DISEASE - POLICY LIMIT	$ $1,000,000
C	Professional Liability			PAAEP0127501	6/12/2021	6/12/2022	Per Claim: $2,000,000 Aggregate $3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Projects as on file with the insured.
Downey Unified School District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers, are named as additional insureds and primary/non-contributory clause applies to the general liability policy and a waiver of subrogation applies to the work comp policy-see attached endorsements.
The non-owned and hired auto liability limit is subject to the general liability per occurrence limit.

CERTIFICATE HOLDER

Downey Unified School District
Attn: Vince Madsen
11627 Brookshire Ave.
Downey CA 90241

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
RSC Insurance Brokerage

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3. The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

   "Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

   a. After you have signed that written contract;

   b. While that part of the written contract is in effect; and

   c. Before the end of the policy period.

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