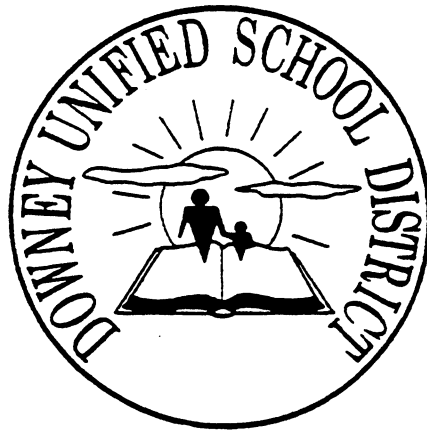


**BOARD OF EDUCATION
DOWNEY UNIFIED SCHOOL DISTRICT**



Architectural and Project Inspection Services Agreements

December 14, 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
PRICE ES POST CERTIFICATION OF TWO PORTABLE BUILDINGS
No. 202122-341

TABLE OF CONTENTS

Article 1 Definitions	2
Article 2 Scope, Responsibilities, and Services of Architect	3
Article 3 Architect Staff	5
Article 4 Schedule of Services/Term	6
Article 5 Construction Cost Budget.....	6
Article 6 Fee and Method of Payment.....	7
Article 7 Payment for Extra Services or Changes	8
Article 8 Ownership of Data	8
Article 9 Termination of Agreement.....	9
Article 10 Architect Indemnity	10
Article 11 Mandatory Mediation for Claims	10
Article 12 Fingerprinting	11
Article 13 Responsibilities of the District.....	11
Article 14 Liability of District	12
Article 15 Nondiscrimination	12
Article 16 Insurance	12
Article 17 Covenant Against Contingent Fees.....	12
Article 18 Entire Agreement/Modification.....	13
Article 19 Non-Assignment of Agreement	13
Article 20 Law, Venue	13
Article 21 Alternative Dispute Resolution	13
Article 21 Severability	14
Article 22 Employment Status.....	14
Article 23 Warranty and Certification of Architect	15
Article 24 Cost Disclosure - Documents and Written Reports.....	16
Article 25 Notices and Communications.....	16
Article 26 Disabled Veteran Business Enterprise Participation	16
Article 27 District's Right to Audit	16
Article 29 Other Provisions	17
EXHIBIT A RESPONSIBILITIES AND SERVICES OF ARCHITECT.....	A-1
EXHIBIT B CRITERIA AND BILLING FOR EXTRA SERVICES	B-1
EXHIBIT C SCHEDULE OF WORK.....	C-1
EXHIBIT D PAYMENT SCHEDULE.....	D-1
EXHIBIT E INSURANCE REQUIREMENTS.....	E-1
EXHIBIT F DSA FORM PR 13-01	F-1
EXHIBIT G DSA FORM IR-A6	G-1
EXHIBIT H DSA FORM 3.....	H-1
EXHIBIT I PROPOSAL.....	I-1

CERTIFICATES

This Agreement for Architectural Services is made as of the 2nd day of November 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**"):

Post-certification of the two portables located at Price Elementary School, 9525 Tweedy Ln., Downey, CA 90240, as further described in the Project Scope attached hereto as **Exhibit A**.

The Project may include multiple components. Any one of the components or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining component(s). The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). Architect shall invoice for each component separately and District shall compensate Architect for each component separately on a proportionate basis based on the level and scope of work completed for each component.

For and in consideration of the mutual covenants herein contained, the Parties agree as follows:

Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions for words and phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1. **Agreement**: The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
 - 1.1.2. **Architect**: The architect listed in the first paragraph of this Agreement, including all Consultants to the Architect, although there is no contractual relationship between the District and any Consultants employed by the Architect under terms of this Agreement.
 - 1.1.3. **As-Built Drawings ("As-Built")**: Any document prepared and submitted by District's contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by change orders.
 - 1.1.4. **Bid Set**: The plans, drawings, and specifications at the end of the Construction Documents Phase that DSA has approved and that the District can use to go out to bid for construction of the Project.
 - 1.1.5. **Conforming Set**: The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated into the Conforming Set and for which DSA approval is required.
 - 1.1.6. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget is sometimes colloquially referred to as "hard costs" and does not include the compensation of the Architect and Consultants, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
 - 1.1.7. **Consultant(s)**: Any and all consultant(s), subconsultant(s), subcontractor(s), or agent(s) to the Architect. Nothing in this Agreement shall create any contractual relationship between the District and any Consultants employed by the Architect under terms of this Agreement.

- 1.1.8. **Day(s)**: Unless otherwise designated, "day(s)" means calendar day(s).
- 1.1.9. **District**: The **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:
- o The lowest responsive base bid received exceeds the Construction Cost Budget by ten percent (10%) or more; or
 - o The combined total of base bid and all additive alternates is ten percent (10%) or more below the Construction Cost Budget; or
 - o 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:

Downey Unified School District
11627 Brookshire Ave
Downey, CA 90241
Attn: Vince Madsen
Telephone: 562-469-6707

Architect:

Rachlin Partners
8640 National Blvd.
Culver City, CA 90232
Attn: Richard Ingrassia
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: December 14, 2021

Downey Unified School District

By: _____

Print Name: Christina Aragon

Print Title: Associate Superintendent

Dated: 10-26-, 2021

Rachlin Partners Architects

By: 

Print Name: RICHARD I. RASSIA

Print Title: PARTNER

EXHIBIT A

RESPONSIBILITIES AND SERVICES OF ARCHITECT

TABLE OF CONTENTS

1.	BASIC SERVICES	19
2.	PRE-DESIGN AND START-UP SERVICES	21
3.	SCHEMATIC DESIGN PHASE	23
4.	DESIGN DEVELOPMENT PHASE.....	27
5.	CONSTRUCTION DOCUMENTS PHASE.....	30
6.	BIDDING PHASE.....	36
7.	CONSTRUCTION ADMINISTRATION PHASE.....	37
8.	CLOSEOUT PHASE.....	40
9.	MEETINGS / SITE VISITS / WORKSHOPS	41

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-Built. As-Built are documents that show the actual construction performed during the Project, including changes necessitated by change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
 - 7.8.1. Architect shall provide to contractor(s), electronic "background" copies of all plans on which the contractor(s) shall indicate its "As-Built" in electronic format back to the District.
- 7.9. **Record Drawings.** Only if requested specifically by the District, Architect shall incorporate all information on all As-Built, sketches, details, and clarifications, and prepare one set of final Record Drawings for the District. The Record Drawings shall incorporate onto one set of electronic drawings, all changes from all As-Built, sketches, details, and clarifications. If a set of Record Drawings has been requested by the District, then (1) the Architect shall deliver it to the District at completion of the construction and (2) it shall be a condition precedent to the District's approval of the Architect's final payment. The Architect may insert the following notice on the Record Drawings:

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. The Architect has provided a review consistent with its legal standard of care.
- 7.10. **O&M Manuals / Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
- 7.11. Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and apparent deficiencies in construction following the acceptance of the contractor's work.
- 7.12. **Contractor's Application for Payment.** Failure of Architect to perform the following tasks shall be a material breach of the Agreement.

- 7.12.1. **Development of Payment Procedures.** In consultation with the District and the construction manager, the Architect shall assist in the development and implementation of procedures, forms and documents for the submittal, review, processing and disbursement of Progress Payments to the Project contractor(s).
- 7.12.2. **Certification of Payment Due.** Based on the Architect's observations and evaluations, the Architect shall certify the amount due on each application for progress payment. The Architect shall review and respond to applications for progress payment in a prompt manner so as to allow the District to timely meet its payment obligations to the Project contractor(s) under the terms of the construction contract documents and applicable law, rule or regulation.
- 7.12.3. **Final Payment.** The Architect shall review, evaluate and certify for payment the Project contractor(s)'s application for final payment. The Architect shall review and respond to the Project contractor(s)'s application for final payment in a prompt manner so as to allow the District to timely meet its obligation to make payment of the Final Payment under applicable law, rule or regulation.
- 7.12.4. Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the contract documents.

7.13. Deliverables and Number of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

- 7.13.1. Two copies of meeting report/minutes from kick-off meeting;
- 7.13.2. Two copies of observation reports;
- 7.13.3. Two copies of weekly meeting reports.

7.14. Meetings

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

- 7.15. **Duty to Timely Respond to DSA Inquiries.** Architect acknowledges that the District, DSA, and/or the Inspector of Record may require Architect to submit changes or clarifications to the Construction Drawings and other documentation to DSA for its consideration and approval during the Construction Administration Phase ("**DSA Request**"). Any delay by Architect in responding to the DSA Request 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 BE BASED ON THE ARCHITECTURAL TEAM'S PERFORMANCE. ADDITIONAL MEETINGS OR FEWER MEETINGS MAY BE HELD, AS NECESSARY, TO ACHIEVE THE MEETING OBJECTIVES, BUT AT NO ADDITIONAL COMPENSATION TO THE ARCHITECT. 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.

<u>Job Title</u>	<u>Hourly Rate</u>
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"):

Twenty-four thousand, one hundred seventy dollars (\$24,170.00). For informational purposes only, the Fee is based on Proposal (Exhibit I) dated October 13, 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 on an occurrence-based basis unless otherwise indicated:
 - 1.1. **Commercial General Liability.** One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 1.2. **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
 - 1.3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Architect shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of one million dollars (\$1,000,000) per accident for bodily injury or disease. The Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
 - 1.4. **Employment Practices Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Architect shall keep in full force and effect, an Employment Practices Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of one million dollars (\$1,000,000) per occurrence. The Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
 - 1.5. **Professional Liability.** This insurance shall cover the prime design professional and his/her liability arising from the services of consultant(s) with a minimum of one million dollars (\$1,000,000) per occurrence limit and two million dollars (\$2,000,000) aggregate limit, and subject to no more than twenty-five thousand dollars (\$25,000) per claim deductible, coverage to continue through completion of construction plus "tail" coverage for two (2) years thereafter. **This policy can be on a claims-made basis.**

The District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for those changes.

Furthermore, and to the coverage and limits specified herein shall be the greater of:

- 1.6. The minimum coverage and limits specified in this Agreement; or

- 1.7. The broader coverage and maximum limits of coverage, if any, of any existing insurance policy required of the Architect to be kept pursuant to this Agreement.
2. **Deductibles and Self-Insured Retention:** The Architect shall inform the District in writing if any deductibles or self-insured retention exceeds \$25,000. At the option of the District, either:
 - 2.1. The District can accept the higher deductible; or
 - 2.2. The Architect's insurer shall reduce or eliminate the deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers.
3. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - 3.1. The District, its 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



PROCEDURE: CONSTRUCTION OVERSIGHT PROCESS

Division of the State Architect (DSA) documents referenced within this publication are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

PURPOSE: California Code of Regulations (CCR), Title 24, Part 1, Chapter 4, Article 1 (Sections 4-211 through 4-220) and Group 1, Articles 5 and 6 (Sections 4-331 through 4-344) provide regulations governing the construction process for projects under the jurisdiction of the Division of the State Architect (DSA).

This Procedure provides the required, prescribed method for compliance with applicable sections of the above regulations related to communication and documentation of the status of construction inspections and material testing.

See *Section 5* for information on applicability of this procedure to your existing project.

BACKGROUND: Successful construction inspections and material testing are critical to the delivery of code compliant projects. Communication and documentation of these inspections and tests are necessary to enable involved parties to understand the status of those inspections and tests, so that conditions not compliant with the DSA-approved construction documents are identified in a timely manner and not covered up by subsequent construction activities.

DEFINITIONS: The following definitions apply to terms used in this document:

Architect/Engineer – An abbreviated use of the term design professional in general responsible charge.

Contract – A written agreement for facility construction, alteration, repair or other construction activities regulated by DSA.

Contractor – A company or individual that contracts for or is otherwise responsible for the construction of the project or portions of the project.

DSA-Approved Construction Documents – Portions of plans, specifications, *DSA-103: List of Structural Tests and Special Instructions*, addenda, deferred submittals, revisions, and construction change documents (CCDs) duly approved by DSA that contain information related to and affecting structural safety, fire/life safety, and accessibility (refer to *IR A-6: Construction Change Document Submittal and Approval Process* for additional information about CCDs). While all portions of the construction documents may contain a DSA identification stamp, this stamp is not the approval. Approval by DSA is indicated by a letter to the school district. This letter clarifies that the approval is limited to structural safety, fire/life safety and accessibility.

The DSA approval letter states: *"Buildings constructed in accordance with approved drawings and specifications will meet minimum required standard given in Title 24, California Code of Regulations, for structural, and fire and life safety ... and ... certifies that the drawings and specifications are in compliance with State regulations for the reasonable accommodation of the disabled."*

Design Professional In General Responsible Charge – The architect or engineer in general

CONSTRUCTION OVERSIGHT PROCESS

responsible charge of the project, as listed on Line 21 or 23 of form *DSA 1: Application for Approval of Plans and Specifications and Instructions*.

Non-Building Site Structures – Structures that are required to resist loads imposed by gravity, wind, seismic, earth or other external forces and are not enclosed by walls and a roof (examples include: shade structures not enclosed by walls, bleachers, ball walls, trash enclosures, dugouts, tanks, equipment, fences, retaining walls, ramps, stairs, cell towers, light poles, etc.).

The term “Non-Building Site Structures” is used only to clarify the types of site structures that are relevant when issuing form *DSA 152: Project Inspector Card* for site work. These types of structures are school buildings as defined in the California Administrative Code Title 24, Part 1.

Other Responsible Design Professionals – Architects or engineers with delegated responsibility for portions of the project as listed on Lines 24a, 24b, 24c or 24d of form *DSA 1* and Line 1.0 of *DSA 1-MR: Application for New Manufactured Permanent Modular or Relocatable Buildings* (when applicable), such as architects, structural engineers, mechanical engineers, electrical engineers and the geotechnical engineer of record.

Permanent Modular – Permanent buildings or structures built in a fabrication plant off-site not intended for relocation, constructed of modular units that do not have an integral floor, and are mounted on a permanent foundation such as modular school buildings or elevator towers.

Permanent buildings include enclosed structures for the purpose of housing students and teachers, such as classrooms, assembly buildings, administrative buildings, etc.

Project Inspector – An inspector who is employed by the school district, certified by DSA and specifically approved by DSA and applicable project design professionals to provide competent, adequate and continuous construction inspections for the project.

Relocatable Building – Buildings as defined in Title 24, Part 1, Section 4-314 which are built in a fabrication plant off-site.

APPLICABLE DSA FORMS:

- DSA 1
- DSA 1-MR.
- *DSA 5-AI: Assistant Inspector Qualification and Approval.*
- *DSA 5-PI: Project Inspector Qualification and Approval.*
- *DSA 5-IPI: In-Plant Project Inspector Qualification and Approval.*
- *DSA 5-SI: Special Inspector Qualification and Approval.*
- *DSA 6-AE: Architect/Engineer Verified Report.*
- *DSA 6-C: Contractor Verified Report.*
- *DSA 6-PI: Project Inspector Verified Report.*
- *DSA 102-IC: Construction Start Notice/Inspection Card Request.*
- DSA-103
- *DSA 108: Change in Delegation of Responsibility.*
- *DSA 109: Transfer of Responsibility: Geotechnical Engineer.*

CONSTRUCTION OVERSIGHT PROCESS

- *DSA 119: Project Inspector Performance Review.*
- *DSA 130: Certificate of Compliance—Accepted Folding and Telescopic Seating Fabricator.*
- *DSA 135: Field Trip Note (internal form).*
- *DSA 151: Project Inspector Notifications.*
- *DSA 152*
- *DSA 152-IPI: In-Plant Inspector Inspection Card/Verified Report.*
- *DSA 153: Inspection Card Building Identifier (internal form).*
- *DSA 154: Notice of Deviations / Resolution of Deviations.*
- *DSA 155: Project Inspector Semi-Monthly Report.*
- *DSA 156: Commencement/Completion of Work Notification.*
- *DSA 168: Statement of Final Actual Project Cost.*
- *DSA 180: Project Inspector Performance Record.*
- *DSA 211: Attachment for Additional Comments/Information.*
- *DSA 291: Laboratory of Record Verified Report.*
- *DSA 292: Special Inspectors Employed Directly by the District Verified Report.*
- *DSA 293: Geotechnical Verified Report.*

REQUIREMENTS FOR REPORTING STATUS OF COMPLIANT CONSTRUCTION: For every project there shall be a project inspector who shall have personal knowledge as defined in Title 24, Part 1, Section 4-336(a) of all work on the project.

All construction is required to be completed in compliance with the project construction documents. The construction documents are required to be in compliance with the California Building Codes in effect at the time the original plans and specifications are submitted to DSA. DSA reviews and approves the submitted plans, specifications and other construction documents for compliance with codes regulating structural safety, fire/life safety and accessibility. Other portions of the plans that do not contain content about or that affect structural safety, fire/life safety and accessibility are not reviewed by DSA and the responsibility for determining code compliance of those portions is the sole responsibility of the design professionals.

In order to distinguish between the portions of the plans that DSA reviews and approves and other portions of the plans, the term DSA-approved construction documents is used for the portions of the plans that are duly approved by DSA, contain information related to and affecting structural safety, fire/life safety, and accessibility. However, all work shown in the project construction documents must be inspected by the project inspector.

The California Administrative Code Section 4-333(b)3 specifically states that “no work shall be carried on except under the inspection of an inspector approved by DSA.” All construction is required to be completed in compliance with the project construction documents which include both the “DSA-approved construction documents” portions and the portions containing all the other work.

CONSTRUCTION OVERSIGHT PROCESS

The California Administrative Code requires the project inspector to make certain reports pertaining to the status of construction compliance. To fulfill this requirement, the project inspector shall use the following:

- DSA 151
- DSA 152
- DSA 152-IPI
- DSA 154
- DSA 155
- *DSA 6-PI*
- Project Inspector Job File.

1. REQUIREMENTS FOR USE OF PROJECT INSPECTION CARD (FORMS DSA 152 AND DSA 152-IPI): The Project Inspection Card (form DSA 152) is considered to be an interim verified report by the project inspector. The DSA 152-IPI is considered to be the final verified report for the in-plant fabrication of permanent modular or relocatable buildings (see *Section 1.7*). The project inspector signs off the applicable blocks and sections on the form as the work progresses. The project inspector is required to complete the form in compliance with this procedure document and reference the Instructional Notes on the second page of form DSA 152 and the *DSA 152 Manual – A Guide for Completing the Project Inspector Card* (DSA 152 Manual). When signing off the blocks and sections of the form, the project inspector is verifying all of the following:

- Identified areas are determined to be in compliance with the DSA-approved construction documents.
- Required structural/material and fire/life safety testing and inspections are complete.
- Required documentation has been received by the project inspector.

Note: For small/fast projects, interim verified reports from the design professionals, geotechnical engineer, Laboratory of Record, and special inspectors are not mandatory if the requirements listed in DSA Policy *PL 14-01: Inspection Card Use for Small/Fast Projects* are met prior to commencing construction.

1.1 Request for issuance of forms DSA 152 and DSA 152-IPI: Form *DSA 102-IC: Construction Start Notice/Inspection Card Request* is used to request the issuance of Project Inspection Cards. After project approval, a DSA 5-PI, DSA 5-IPI (when applicable) must be submitted to and approved by DSA prior to the DSA 102-IC submission. Under circumstances agreed to by DSA prior to project approval, the DSA 5-PI, DSA 5-IPI (when applicable) and DSA 102-IC may be submitted simultaneously and DSA will attempt to expedite the issuance of the DSA 152 and DSA 152-IPI. Once the DSA 5-PI, DSA 5-IPI (when applicable) is approved, DSA (Document Controller) will fill in the "DSA 5-PI Approval Date" (or, when applicable, "DSA 5-IPI Approval Date") in Section 3 of the DSA 102-IC and upload it to DSABox. The request is electronically submitted to DSA (See *Section 4* of this procedure for information on electronic submittal) and consists of providing the following required information:

- Identifying the DSA-approved project inspector.
- Contractor firm name and delivery method.
- Specified construction contract information.



CONSTRUCTION OVERSIGHT PROCESS

- Project scope (DSA will use this information to determine the quantity of inspection cards needed for the project).
- Contact information for electronic communication by listing project collaborators.

1.2 Issuance of form DSA 152 and DSA 152-IPI: Project Inspection Cards (DSA 152 and DSA 152-IPI) are issued electronically by upload to 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.

CONSTRUCTION OVERSIGHT PROCESS

1.3.4 Project scope is alterations to existing buildings and no site work is required (such as mechanical/electrical only projects):

- One form for each separate existing building being altered or changed.

Example: Alterations to two existing buildings requires a total of two forms.

1.3.5 Project scope is new buildings and alterations/additions to existing buildings:

- One form for the site work (includes non-building site structures, if any).
- One form for each separate new building.
- One form for each separate existing building being altered or changed.

Example: Construction of three new buildings and alterations to two existing buildings requires a total of six forms.

1.3.6 Project scope is placing existing relocatable buildings (max. 2160 square feet) on a site:

- One form for the site work (includes non-building site structures, if any).
- One form encompassing all of the relocatable buildings being placed on the site.

Example: Placing of three existing relocatable buildings on a site requires a total of two forms.

1.3.7 Project scope is constructing new permanent modular or relocatable buildings (max. 2160 square feet) and placing them on a site:

- One DSA 152-IPI form for each separate building for the in-plant construction.
- One form for the site work (includes non-building site structures, if any).
- One form encompassing all of the permanent modular or relocatable buildings being placed on the site.

Example: Construction and placing of two new permanent modular or relocatable buildings requires a total of four forms: two DSA 152 forms and two DSA 152-IPI forms.

1.3.8 Project scope is constructing new relocatable buildings for stockpile:

- One DSA 152-IPI form for each separate building for the in-plant.

Example: Construction of three new relocatable buildings for stockpile requires a total of three DSA 152-IPI forms.

1.4 Project Inspection Card numbers: Project Inspection Card numbers are issued by DSA staff. For each project, the issued inspection card numbers will be consecutive starting with the number 01 (01, 02, 03...) for all buildings. The Project Inspection Card number for site work (includes non-building site structures) will be "#SW." Inspection card numbers for in-plant construction of permanent modular or relocatable buildings will use form DSA 152-IPI and be consecutive starting with the number 01, followed by the letters "IP" (01IP, 02IP, 03IP, etc.). Projects having the small scope defined in Section 1.3 on the inspection card under "Building Number" will indicate "All ___ Buildings" with the number of buildings inserted in the blank.

CONSTRUCTION OVERSIGHT PROCESS

1.5 Project posting of forms DSA 152 and DSA 152-IPI: The project inspector and in-plant inspector shall post the forms in his/her job file and shall electronically post the forms (See *Section 4* for information on electronic submittal/posting). The information in the forms shall always be current. Each time the form is updated, a new electronic posting is required such that the electronically posted form is always kept current. In addition, the project inspector shall:

- Immediately, upon request, make the form available for review by any parties involved in the construction.
- Include a current copy of the forms (DSA 152) any time he/she submits a Verified Report (form DSA 6-PI).
- Upon request, provide a current copy of the forms to DSA, the school district/state agency, or the design professional in general responsible charge.

1.6 Project inspector termination and transfer of the form DSA 152 and DSA 152-IPI: If the project inspector or in-plant inspector is, for any reason, terminated prior to the completion of the project, then he/she must personally provide the original DSA 152 and DSA 152-IPI forms to the assuming DSA-approved project inspector or in-plant inspector, respectively, or to DSA and provide a copy to the school district. Use form DSA 211 to identify status of inspections completed up to the termination date if the space in the DSA 6-PI or DSA 152-IPI is insufficient to note such. Forms located in DSABox that are current at the time of termination satisfy these requirements.

1.7 Permanent Modular and Relocatable buildings: The design professional in responsible charge shall delegate the responsibility for design and preparation of plans and specifications, observation of in-plant manufacturing, and on-site placement of the permanent modular or relocatable buildings. The individual delegated such responsibility may sub-delegate the responsibility for observation of in-plant and/or on-site construction as indicated on form DSA 1-MR. ←

1.7.1 In-Plant Construction: In-plant inspectors shall use the DSA 152-IPI as described in *Section 1.5*. Unlike the DSA 152, interim verified reports from the design professionals are not required for the in-plant inspector to sign off the DSA 152-IPI. However, the in-plant project inspector and the design professional delegated or sub-delegated the responsibility for observation of in-plant construction shall sign in the appropriate location on the DSA 152-IPI prior to the permanent modular or relocatable building leaving the plant. A stop work order may apply if this is not done (see *IR A-13: Stop Work and Order to Comply* for additional information).

Building modules may be shipped to the project site in phases prior to construction of all modules of a building. For each phase, the DSA 152-IPI shall list the serial numbers of the modules constructed, be signed by the delegated design professional, and be attached to those modules being shipped. The final DSA 152-IPI shall denote that all modules have been constructed, be affixed to the last module being shipped to the site, and be uploaded to the DSABox by the in-plant inspector. The site inspector shall verify receipt of the final DSA 152-IPI prior to installation of the last module.

If the in-plant inspector does not perform welding special inspection, the Laboratory of Record or independently hired welding special inspector shall provide verified reports, either form *DSA 291: Laboratory of Record Verified Report* or *DSA 292: Special Inspectors Employed Directly by the District Verified Report* depending on the welding special inspector's employment relationship with the Laboratory of Record (see *Section 1.10* and *1.11* for additional information). In this situation,

CONSTRUCTION OVERSIGHT PROCESS

verified reports for testing of materials and special inspection of the welding are required for the in-plant inspector to complete the appropriate block on the DSA 152-IPI. These verified reports shall be submitted electronically to DSA as described in *Section 4*.

- 1.7.2 Transfer of forms:** For construction of new permanent modular or relocatable buildings for a specific project (not stockpile), the DSA 152-IPI, DSA 291, and DSA 292 (when applicable) for the superstructure must be attached to the inside of the building either performed by or attachment verified by the in-plant project inspector prior to the permanent modular or relocatable building leaving the plant. The on-site project inspector must verify these forms are present when the buildings are delivered to the site.

For the first-time installation of permanent modular or relocatable buildings, the design professional delegated or sub-delegated the responsibility for on-site construction observation shall complete a DSA 6-AE at applicable times defined in this procedure and submit it to DSA and the on-site project inspector.

1.8 Duties of the project inspector and in-plant inspector related to the use of forms DSA 152 and DSA 152-IPI, respectively, are as follows:

Note: For in-plant construction, the in-plant inspector shall follow the duties described below for project inspectors and substitute form DSA 152-IPI for form DSA 152.

- Act under the direction of the architect/engineer.
- Ensure the project is issued the correct quantity of Project Inspection Cards (form DSA 152). The project inspector is required to be in possession of the form(s) DSA 152 prior to commencement of construction. Title 24, Part 1, Section 4-342(b).5.A requires the project inspector to notify DSA when construction work on the project is started. Entering the "Card Start Date" on the form DSA 152 and submitting the form DSA 151 are required for compliance with that code section. Lack of compliance may cause DSA to issue a "Stop Work Order" on the project (see IR A-13 for additional information).
- Obtain a copy of the DSA-approved construction documents from the design professional in general responsible charge prior to the commencement of construction.
- Obtain a copy of the DSA-approved List of Required Structural Tests and Special Inspections (form DSA-103) from the design professional in general responsible charge (or DSABOX, when the electronic back check process is used per DSA Procedure PR 16-01: *Electronic Back Check for Plan Review Projects*) prior to the commencement of construction.
- Meet with the school district, design professionals, and contractor as needed to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Meet with the Laboratory of Record and any independently contracted special inspectors and technicians to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project. In cooperation with the Laboratory of Record, develop a schedule of required structural/material and fire/life-safety tests and special inspections based on the construction schedule.

CONSTRUCTION OVERSIGHT PROCESS

- Immediately notify the DSA Regional Office with construction oversight authority for the project, by phone and electronically by using form DSA 154, if construction commences without DSA 152 forms in the possession of the project inspector (see *Section 4* for information on electronic submittal).
 - For permanent modular or relocatable buildings, the school site project inspector must receive a properly completed DSA 152-IPI prior to such buildings being placed in their final location.
- Provide personal, competent, adequate and continuous construction inspections of all aspects of the construction work.
- Monitor the work of the Laboratory of Record and Special Inspectors to ensure the testing and special inspection program is satisfactorily completed.
- Use the information found in the *DSA 152 Manual* to ensure necessary tests and inspections are completed and that necessary documents are in the job file prior to approving (signing off) each applicable block and section of each form DSA 152. Make requests to appropriate individuals for interim verified reports when such reports are required.
- Sign off applicable blocks and sections of the DSA 152 forms when:
 - The completed work is in compliance with the DSA-approved construction documents.
 - All necessary structural/material and fire/life safety testing and inspections are complete.
 - Any deviations from the DSA-approved construction documents are resolved.
 - Any DSA Field Trip Notes issues are resolved.
 - All necessary documents are received by the project inspector.

If any block or section is not applicable to the construction the inspector shall enter "NA" for the date and provide initials.

Until the project inspector has signed off applicable blocks and sections of the form DSA 152, the contractor may be prohibited from proceeding with subsequent construction activities that cover up the unapproved work. Any subsequent construction activities that cover up the unapproved work will be subject to a "Stop Work Order" from DSA or the school district (see IR A-13 for additional information), and are subject to removal and remediation if found to be in noncompliance with the DSA-approved construction documents (see *Section 1.17* for information about incremental work).

- Immediately notify the DSA Regional Office with construction oversight authority for the project, by phone and electronically, if applicable blocks/sections of form DSA 152 have not been signed off and the contractor proceeds with subsequent construction activities that cover up the unapproved work. For electronic notifications, use form DSA 151 (see *Section 1.17* for information about incremental work).

EXCEPTION: Projects with concrete cast-in-place deep foundations may have construction occurring in multiple blocks and sections prior to sign-off due to the nature of soil inspections for such. For example, verification of concrete or grout volumes to ensure no significant soil caving has occurred is part of the geotechnical engineer's soil inspections for these types of foundations. In such cases, the project inspector does NOT need to notify the DSA Regional Office

CONSTRUCTION OVERSIGHT PROCESS

with construction oversight authority for the project that the contractor is proceeding with activities that cover up unapproved work, provided the following:

- The geotechnical engineer is on-site during boring/drilling and concrete placement.
- The geotechnical engineer has not identified any other soil issues specifically associated with the deep foundation hole or surrounding area which could impact the structural stability of the hole or foundation.
- If the project inspector is, for any reason, terminated prior to the completion of the project, refer to *Section 1.6*.

1.9 Duties of the Laboratory of Record related to the use of form DSA 152 and DSA 152-IP1 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.

CONSTRUCTION OVERSIGHT PROCESS

- 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

CONSTRUCTION OVERSIGHT PROCESS

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.

CONSTRUCTION OVERSIGHT PROCESS

- 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

CONSTRUCTION OVERSIGHT PROCESS

inspector, in-plant inspector (when applicable), Laboratory of Record and special inspector(s) independently contracting directly with the school district prior to the commencement of construction.

- Provide a copy of the DSA-approved List of Required Structural Tests and Special Inspections (form DSA-103) to the project inspector, in-plant inspector (when applicable), Laboratory of Record and special inspector(s) independently contracting directly with the school district prior to the commencement of construction. Upload a copy of the approved List of Required Structural Tests and Special Inspections (form DSA-103) to the applicable A/E folder in DSAbbox in accordance with *Section 4* of this procedure.
- Provide general direction of the work of the project inspector and in-plant inspector (when applicable).
- Issue specific instructions to the testing facility and the special inspectors prior to start of construction.
- Direct and monitor the work of special inspectors who are not provided by the Laboratory of Record, as defined in Section 4-335(f)1B of the 2013 and 2016 California Administrative Code (Title 24, Part 1).
- Notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection reports as not conforming to the DSA-approved construction documents. Facilitate resolution of deviation notices as needed in association with such non-conforming aspects.
- Respond to DSA Field Trip Notes (form DSA 135 or comparable) as necessary, especially those items identified with a time frame for response in order to avoid potential covering up of deviated work and/or a stop work order.
- Provide observation of the construction. All architects and engineers having responsibility for observation of the work as listed on the Application for Approval of Plans and Specifications (form DSA 1 and DSA 1-MR, when applicable), shall maintain such personal contact with the project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the architect or engineer or their qualified representative to observe the construction.
- Administer CCDs as prescribed in IR A-6.
- The architect or engineer, as identified above, is required to submit Architect/Engineer Verified Reports (form DSA 6-AE or, when applicable, sign the DSA 152-IPI for construction of permanent modular or relocatable buildings) as prescribed in *Section 4*.

The reports are required to be submitted when any of the following events occur:

- The project is substantially complete. DSA considers the project to be complete when the construction is sufficiently complete in accordance with the DSA-approved construction documents so that the owner can occupy or utilize the project.
- Work on the project is suspended for a period of more than one month.
- The services of the architect or engineer are terminated for any reason prior to completion of the project.
- DSA requests a verified report (see interim verified reports below; this is a

CONSTRUCTION OVERSIGHT PROCESS

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*.

CONSTRUCTION OVERSIGHT PROCESS

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

CONSTRUCTION OVERSIGHT PROCESS

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).

CONSTRUCTION OVERSIGHT PROCESS

- 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

CONSTRUCTION OVERSIGHT PROCESS

required structural/material and fire/life safety testing and inspections are complete, and the required documentation has been received by the project inspector.

- 1.18 Executive Summary of Form DSA 152:** See Appendix A for a summary of typical construction components and systems that are associated with each section/block of the inspection card. While the listing is not comprehensive, it provides a good foundation for understanding and consistency.

2. REQUIREMENTS FOR THE USE OF FORMS DSA 151, DSA 154, DSA 155, AND DSA 6-PI: **Note:** For in-plant construction, the in-plant inspector shall follow the requirements described below for project inspectors.

2.1 Requirements for use of form DSA 151: Project Inspector Notifications:

- The project inspector must make certain notifications to DSA. These include start of work, minimum 48 hours' notice prior to completion of foundation trenches, minimum 48 hours' notice prior to first concrete placement or significant concrete placement, and when work is suspended for more than one month.
- If there is an incorrect number or missing DSA 152 or DSA 152-IPI cards, the project inspector shall notify DSA using the form DSA 151.
- The report shall be made on form DSA 151 and submitted to DSA. Lack of compliance may be cause for DSA to record this noncompliance on the form DSA 119.
- A copy of each notification shall be kept in the project inspector's job file.

2.2 Requirements for use of form DSA 154: Notice of Deviations/Resolution of Deviations:

- When the project inspector identifies deviations from the DSA-approved construction documents the inspector must verbally notify the contractor. If the deviations are not corrected within a reasonable time frame or the contractor has covered up non-inspected or noncompliant work, the inspector is required to promptly issue a written notice of deviation to the contractor, with a copy sent to the design professional in general responsible charge and DSA.
- When the noticed deviations are corrected, the inspector is required to promptly issue a written notice of resolution to the contractor, with a copy sent to the design professional in general responsible charge and DSA.
- Deviations include both construction deviations and material deficiencies.
- The written notice of deviations shall be made using form DSA 154 and submitted to DSA (do not sign Section 3 of the form for deviation notifications). Lack of compliance may cause DSA to record this noncompliance on the form DSA 119.
- The notice of resolution of deviations shall be made using the original form DSA 154 that reported the deviations and be submitted to DSA (complete and sign Section 3 of the form for resolution of deviations). Lack of compliance may be cause for DSA to record this noncompliance on the form DSA 119.
- A copy of each notice shall be kept in the project inspector's job file.

2.3 Requirements for use of form DSA 155: Project Inspector Semi-Monthly Report:

- The project inspector must make semi-monthly reports (on the 1st and 16th of every month) on the progress of construction. The Project Inspector Semi-Monthly Report must be submitted to the design professional in general responsible charge, project

CONSTRUCTION OVERSIGHT PROCESS

structural engineer, DSA, and the school district.

- The report must be made on form DSA 155 and submitted to DSA. Lack of compliance may cause DSA to record this noncompliance on the form DSA 119.
- A copy of each report shall be kept in the project inspector's job file.

2.4 Requirements for use of Project Inspector Verified Report (form DSA 6-PI; form DSA 152-IPI for in-plant inspectors):

- The project inspector shall submit Project Inspector Verified Report (form DSA 6-PI; form DSA 152-IPI) directly to DSA, the design professional in general responsible charge and the school district upon any of the following events occurring:
 - Work on the project is suspended for a period of more than one month.
 - The services of the inspector are terminated for any reason prior to completion of the project and such termination is not a result of work stoppage.
 - At the time of occupancy of any building, or portion of a building, involved in the project prior to completion of the entire DSA-approved scope of work. This reporting requirement applies to buildings that are newly constructed or rehabilitated as part of the project. A sketch drawing or written description shall be submitted to DSA, along with the DSA 6-PI, in order to identify the building(s) or portion thereof where occupancy has occurred.
 - The project is substantially complete. DSA considers the project to be complete when the construction is sufficiently complete, in accordance with the DSA-approved construction documents, so that the owner can occupy or utilize the project as determined by the project owner and design professional in general responsible charge.
 - DSA requests a verified report. The Project Inspection Card, form DSA 152; DSA 152-IPI, is considered a project inspector's verified report *as requested by DSA* and as such the applicable blocks and sections shall be kept updated as construction progresses.

Note: Each project may require filing of multiple reports. For example, the code requires filing a verified report for buildings that become occupied prior to completion of the entire scope. The same project will also require a final verified report upon completion of the entire project scope.

- The verified reports shall be made using forms DSA 6-PI and DSA 152 / DSA 152-IPI as appropriate, and submitted to DSA. Lack of compliance may cause DSA to record this noncompliance on the form DSA 119.
- A copy of each verified report shall be kept in the project inspector's job file.

3. REQUIREMENTS FOR PROJECT INSPECTOR JOB FILE: Refer to *IR A-8: Project Inspector and Assistant Inspector Duties and Performance* for a thorough discussion about requirements for the project inspector's job file.

Note: The in-plant inspector shall also follow the requirements described in IR A-8 for the project inspector's job file and substitute DSA 152-IPI for DSA 152.)

4. ELECTRONIC SUBMITTAL OF DOCUMENTS TO DSA: Wherever in this procedure it indicates to submit a document to DSA, the document shall be submitted using the method indicated below.

CONSTRUCTION OVERSIGHT PROCESS

- 4.1 Submittal of all forms DSA 5 and DSA 102-IC:** These two forms shall be sent by email to the DSA Regional Office with the construction oversight authority for the project.

Email addresses for submittals are:

- DSA Oakland: oakfielddocs@dgs.ca.gov
- 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:**

CONSTRUCTION OVERSIGHT PROCESS

- DSA 6-AE
 - DSA-103
 - *DSA 140: Application for Approval of Construction Change Document – CCD Category A/B.*
- 4.2.4 Documents required to be uploaded to DSABox by Contractors include:**
- DSA 6-C
- 4.2.5 Documents required to be uploaded to DSABox by the School District/Owner include:**
- DSA 108
 - DSA 168
- 4.2.5.1 Documents required to be uploaded to DSABox by Special Inspectors not in the employ of the Laboratory of Record include:**
- DSA 292.
 - Special Inspector test and inspection reports (Nonconforming).
- 4.2.5.2 Documents required to be uploaded to DSABox by Geotechnical Engineers not in the employ of the Laboratory of Record include:**
- DSA 293
 - Special Inspector test and inspection reports (Nonconforming).
- 5. APPLICABILITY OF PROCEDURE PR 13-01:**
- 5.1 Projects with Construction Started on or after June 1, 2013:** This procedure is applicable and must be implemented at the start of construction.
- 5.2 Projects with Construction Started before June 1, 2013, but not complete:**
- In order to allow for transition, the following portions of this procedure shall be implemented as noted below. Required reporting and submittal of documents shall continue to be done in the manner currently employed on the project:
- 5.2.1 Form DSA 151: Project Inspector Notifications:**
- The project inspector shall comply with the requirements of this procedure for all notifications to DSA for affected work starting after July 1, 2013.
- 5.2.2 Form DSA 154: Notice of Deviations/Resolution of Deviations:**
- The project inspector shall comply with the requirements of this procedure for all deviations occurring after July 1, 2013, and for all unresolved project deviations.
- 5.2.3 Form DSA 155: Project Inspector Semi-Monthly Report:**
- The project inspector shall comply with the requirements of this procedure for all semi-monthly reports issued after July 1, 2013.
- 5.2.4 Form DSA 6-PI: Project Inspector Verified Report:**
- The project inspector shall comply with the requirements of this procedure effective June 1, 2013.
- 5.2.5 Project Inspector Job File:**
- The project inspector's job file shall comply with the requirements of IR A-8.

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

CONSTRUCTION OVERSIGHT PROCESS

SECTION 3 – APPURTENANCES:

Block 16 – Ceilings

- Ceilings
- Soffits
- Suspended Baffles

Block 18 – Rated Assemblies

- Walls
- Shafts
- Floors
- Roofs
- Ceilings
- Doors
- Fire Doors
- Windows
- Penetrations
- Dampers
- Fire-Proofing

Block 20 – Automatic Fire Suppression Systems

- Sprinklers
- Chemical
- Deluge
- Water Curtains
- Extinguishers
- Support/Bracing/Anchorage of AFSS

Block 22 – MEP (FLS)

- MEP Fire Suppression Systems (smoke and fire dampers)
- Kitchen Hoods
- Laboratory Hoods
- Dust Collection Systems
- Smoke Control Systems

Block 17 – Exterior Cladding

- Storefront/Window Walls
- Veneer
- Precast Concrete Panels
- Wall Finishes (stucco/plaster/wood/aluminum/etc.)
- Manufactured Systems (EFIS, GRFC, etc.)

Block 19 – Fire Alarms:

- Fire/Smoke Alarm System (includes support, anchorage, bracing, etc.)

Block 21 – MEP (Structural)

Support/Bracing/Anchorage for:

- MEP
- Equipment
- HVAC System
- Ducts
- Electrical
- Pendant Lights
- Transformers
- Switch Gears
- IDF/MDF/etc.
- Pipes
- Tanks

CONSTRUCTION OVERSIGHT PROCESS

SECTION 4 – FINISH SITE WORK AND OTHER WORK:

Block 23 – Fine Grading

- Finish Grades
- Grading for Accessible POT System
- Grading for Run-off (drainage)

Block 25 – Parking

- Drop-off
- Accessible parking
- Striping
- Signage
- Truncated Domes

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 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.)

Block 24 – Flatwork

Accessible Path of Travel Systems such as:

- Stairs
- Ramps
- Walks
- Gates

Block 26 – Fire Lane

- Fire Lane

Block 28 – Other Work Fire Life Safety

- Egress Components
- Doors
- Gates
- Emergency Lighting
- Building Signage
- Site Signage
- Elevators
- Hazardous Materials

EXHIBIT H
DSA FORM 3

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

CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

Category A or B, leaving no fields blank. For Category B CCDs, indicate whether the submission is voluntary or DSA required. When DSA provides written direction compelling submission of a CCD Category B, attach a copy of the DSA written notification compelling submission.

- 2.5** Each CCD must be uniquely numbered. The numbering may be numeric or alpha-numeric.
- If the submitted CCD is returned by DSA not approved, the CCD number used in the original submittal must remain the same for any subsequent re-submittals.
 - If a submitted CCD Category B is returned by DSA not approved, the CCD number used in the original submittal must remain the same when re-submitting as a CCD Category A.
- 2.6** Proposed changes must be described clearly and completely.
- 2.8** All drawings, and, when applicable, the first page or index of specifications and calculations associated with the proposed change must be stamped, signed, and indicate date of signing by the responsible design professional as an attachment to form DSA 140.
- 2.9** Reference to the specific portions of the drawings or specifications that are being changed must be included.
- 2.10** Changes to any testing or inspection requirements associated with the proposed change must be clearly described with a revised form DSA 103: List of Structural Tests and Special Inspections.
- 2.11** Each page in the CCD, including the pages in each attachment, shall be clearly and uniquely numbered. All drawings attached to describe the changes shall be clearly numbered, labeled, and referenced.
- 2.12** When drawings containing DSA approval stamps are revised and reissued as part of the CCD, all of the following requirements must be met:
- Images of all DSA approval stamps must be removed from the drawing (or crossed out) prior to making any changes to the drawings.
 - Each change shall be clouded and identified on the drawing.
 - All drawings must be re-stamped and re-signed by the responsible design professional. The date of signing shall be provided.
- 2.13 CCD Submittal to DSA**
- 2.13.A Projects submitted to DSA prior to October 1, 2018:** DSA Box or Bluebeam studio may be utilized for CCD submittals as directed by the DSA Regional Office. If DSABox is utilized for CCD submittals, each CCD shall be submitted as a single document and include form DSA 140 as the first page. In some cases, large size drawings associated with CCDs may need to be submitted as a hard copy to the appropriate DSA regional office. The design professional should contact the DSA regional office to determine file size limitations and submittal guidelines, and review DSABox instructions in the DSABox External Library, Module 2.13. If Bluebeam studio is utilized for CCD submittals, see *DSA PR18-04: Electronic Plan Review for Design Professionals of Record* for submittal procedures.
- 2.13.B Projects submitted to DSA on or after October 1, 2018:** Bluebeam Studio will be utilized for CCD submittals. See DSA PR18-04 for submittal procedures

CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

3. REVIEW AND APPROVAL/CONCURRENCE BY DSA:

- DSA will charge fees in accordance with IR A-30 for all Category A CCDs submitted to DSA for approval. Category B CCDs voluntarily submitted by the design professional to DSA will be charged fees for review and concurrence. Category B CCDs required by a DSA representative to be submitted will not cause charged fees if DSA concurs the CCD is Category B.

3.1 CCD Category A:

- DSA reviews CCD Category A for minimum compliance with the codes regulating the Structural, Access and Fire & Life Safety portions of the project.
- If not approved by DSA, then the CCD is returned to the design professional in general responsible charge for corrections. DSA will return the document for corrections with a form DSA 140 attached indicating the status of the review and update eTracker accordingly. After corrections are made then the CCD is re-submitted (must include the DSA comments and a copy of the form DSA 140 from the previous unapproved submittal) following the submittal process outlined in Section 2 of this IR
- If approved by DSA, then DSA places the approved CCD in DSAbbox as described in DSAbbox External Library, Module 2.13 (see Section 4 for requirements for distribution by the design professional in general responsible charge).

3.2 CCD Category B:

- DSA reviews CCD Category B to provide concurrence that the changes do not affect the Structural, Access or Fire & Life Safety portions of the project.
- DSA approval of CCD Category B is not approval for code compliance, but is concurrence that the documents do not change the Structural, Access and/or Fire & Life Safety portions of the project.
- If not approved by DSA, then the CCD is returned to the design professional in general responsible charge for corrections. After corrections are made, then the CCD is re-submitted using CCD Category A form DSA 140 (must include the DSA comments and a copy of the form DSA 140 from the previous unapproved submittal) following the submittal process outlined in Section 2 of this IR. The remaining review process will follow that for CCD Category A described in Section 3.1 of this IR.
- If approved by DSA, then DSA places the approved CCD in DSAbbox as described in DSAbbox External Library, Module 2.13 (see Section 4 for requirements for distribution by the design professional in general responsible charge).

4. DUTIES OF DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

4.1 Distribution of CCD Category A Documents: The design professional in general responsible charge shall provide the contractor and project inspector with DSA approved CCD Category A prior to commencement of work shown thereon.

4.2 CCD Category A Statement in Final Verified Report: The final verified report (form DSA 6-AE) from the design professional in general responsible charge must include a statement that all changes to or affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project have been approved by DSA. The intent for all projects is that this final verified report be dated after the approval of those CCDs.

CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

5. DUTIES OF THE PROJECT INSPECTOR WITH RESPECT TO CCDs: The project inspector shall follow the CCD Category A record-keeping and monitoring requirements, issuing deviation notices when appropriate, as specified in IR A-8: Project Inspector and Assistant Inspector Duties and Performance.

6. MONITORING OF CHANGES BY DSA: If DSA determines that changes to the plans or specifications appear to require DSA approval (changes affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project), DSA shall notify the design professional in responsible charge and require the changes to be submitted for review and approval by DSA or require evidence the changes are CCD Category B.

7. TRANSITION: The following provides direction for submittal of construction change documents (Change Orders, (Field Change Document) FCDs or CCDs) for projects in various stages of completion of construction. All projects for which construction commences on or after January 2, 2013 are required to use the CCD process described in this IR.

7.1 Projects for which, prior to November 1, 2012, construction is essentially complete, having been issued a DSA 90-day letter or "closed uncertified" by DSA: Projects in this category may have an issue of "unresolved change orders" or "unresolved FCDs." The status of these could be:

- Change orders or FCDs have been submitted to DSA and are pending review or unapproved.
- Change orders or FCDs have not been submitted to DSA.

To resolve this issue, use the following options:

Change Orders:

Option #1: Submit/resubmit the change orders and obtain DSA approval. The cost information in the change order need not be included.

Option #2: If any or all of the "unresolved change orders" are changes that do not affect the Structural Safety, Access Compliance, or Fire & Life Safety components or portions of the project, then, in lieu of the change orders, form DSA 310: Alternate Certification Statement of Content for Change Orders, Addenda and Revisions may be submitted. The specific change orders must be listed, by number, on the form.

FCDs:

Option #1: If the FCD has been previously submitted to DSA, then resubmit the FCD and obtain DSA approval.

Option #2: For changes that affect the Structural Safety, Access Compliance, or Fire & Life Safety portions of the project, but have not resulted in a change order, and have not been previously submitted as an FCD, then submit as a CCD Type A.

7.2 Projects for which construction commenced prior to January 2, 2013 and do not fall into the category defined in Section 7.1:

- For change orders or FCDs that have been submitted to DSA, see options listed in section 7.1.
- From November 1, 2012 to January 1, 2013: If previously unsubmitted change orders or FCDs are submitted, DSA staff will assign them as CCD Category A, assign the change order/FCD number as the CCD number, and process them accordingly.

CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

- On or after January 2, 2013: the CCD process must be followed for all new, previously unsubmitted construction changes. If previously unsubmitted change orders or FCDs are submitted, DSA staff will return them as rejected, not approved and require them to be resubmitted as CCD.

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.

CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

Appendix A - Sample CCD Category A



140

APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE
DOCUMENT - CCD CATEGORY A/B

This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: 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 project.

Brief description of construction change (attach additional sheets if needed):

Change bolts to lags on detail 7/S5.

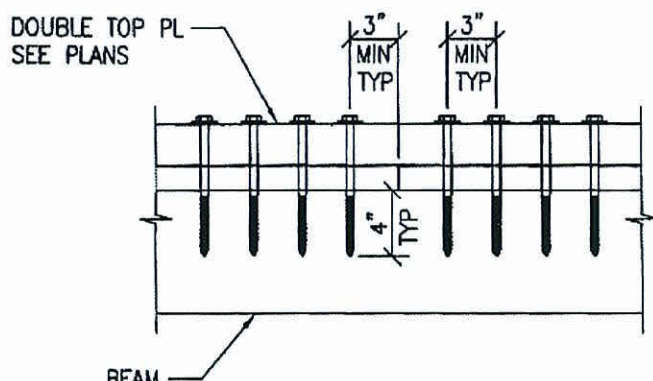
List of DSA approved drawings affected by this CCD: Sheet S5, detail 7.

DSA USE ONLY		For business office use only	DSA Stamp
SSS	Date	Approved / Disapproved / Not Req'd	<div style="border: 1px solid black; padding: 5px;"> Date Sent Return By Delivery Method </div>
FLS	Date	Approved / Disapproved / Not Req'd	
ACS	Date	Approved / Disapproved / Not Req'd	
Remarks:			

CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

Appendix A - Sample CCD Category A (continued)

CCD 5 SHEET # 1 OF 2



DOUBLE TOP PL
SEE PLANS

3" MIN TYP

3" MIN TYP

4" TYP

BEAM

SCHEDULE	
TYPE	SCREWS
TYPE A	16-5/8" Ø LAG
TYPE B	24-5/8" Ø LAG

NOTE:

1. LOCATE SCREWS AT CENTER LINE OF TOP PLATE.
2. SPLIT TOTAL NUMBER OF SCREWS EACH SIDE OF SPLICE.
3. FOR INFO NOT SHOWN SEE $\frac{7}{S-5}$

ALTERNATE TO DETAIL $\frac{7}{S-5}$ $\frac{CL-1}{55}$

SHEET # 1 OF 1

Project Name:	PBST SCHOOL
DSA Application #:	04-119,19X
CCD Number:	05
Date:	5/5/15

CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

Appendix A - Sample CCD Category A (continued)

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

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

CHANGE DETAIL 7/55 FROM BOLTS TO LAG

FROM 7/55 $3/4"$ ϕ BOLTS 2X TO 4X
 $V_{ALL} = 1.2K$

CHANGE TO $5/8"$ ϕ LAG ($1 1/2"$ SIDE MEMBER)
 $V_{ALL} = 0.92K$

\therefore USE 2- $5/8"$ ϕ LAG TO REPLACE 1- $3/4"$ ϕ BOLT
 $SPACE 4d = 4 \times 5/8 = 2 1/2" \rightarrow$ USE 3 MIN.

FROM 7/55 TWO TYPES OF SPICES.

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.



CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

Appendix B - Sample CCD Category B



140

APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE
DOCUMENT - CCD CATEGORY A/B

This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

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

APPLICANT

CCD Cat. <input type="checkbox"/> A / <input checked="" type="checkbox"/> B, #. 05	Date Submitted: 5-5-16	Attached Pages?: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (1 pages)
For CCD Cat. B, this is a <input checked="" type="checkbox"/> voluntary submittal, <input type="checkbox"/> DSA required submittal (attach DSA notification requiring submission).		
Firm Name: 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
<input type="checkbox"/> A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		
<input checked="" type="checkbox"/> For project currently under construction		
<input type="checkbox"/> To obtain DSA approval of existing uncertified building(s).		

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

Name of Design Professional in General Responsible Charge: 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: <u>R. Hanks</u>	
DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE	

CHECK THIS BOX: ☒ To confirm that all CCD drawings and, when applicable, first sheet or index of calculations and specifications have been stamped and signed by the Responsible Design Professional listed on DSA 1 for this project.

Brief description of construction change (attach additional sheets if needed):

Add painted word "SCHOOL" five feet south of existing "CROSSING" sign, centered on northbound lane of Main St. on west side of school site. Use paint specified for roadway symbols.

List of DSA approved drawings affected by this CCD: Sheet AS1, detail S3.

DSA USE ONLY		DSA Stamp
SSS _____ Date _____ Approved / Disapproved / Not Rec'd	For business office use only Date Sent _____ Return By _____ Delivery Method _____	
FLS _____ Date _____ Approved / Disapproved / Not Rec'd		
ACS _____ Date _____ Approved / Disapproved / Not Rec'd		
Remarks _____		

CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

Appendix B - Sample CCD Category B (continued)

CCD 6 SHEET # 1 OF 1

19.3'

10'

SHEET # 1 OF 1

	Project Name:	BEST School
	DSA Application #:	04-119119X
	CCD Number:	00
	Date:	5/5/15

EXHIBIT G
DSA FORM IR-A6

PROJECT SUBMITTAL CHECKLIST

Division of the State Architect (DSA) documents referenced within this publication are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

GENERAL REQUIREMENT

Projects submitted to DSA must include 100% complete Construction Documents, finalized, completely detailed, coordinated across all disciplines and ready for construction.

PURPOSE

The DSA 3 submittal checklist is a guide for submitting complete documents to provide for a thorough, comprehensive and efficient plan review process by DSA. It addresses Forms, Fees, Construction Documents and Supporting Documents required by plan reviewers. As outlined in procedure *PR 17-03: Project Submittal Appointment Process*, submittals that are found to be incomplete will be rejected and required to register for a new submittal date.

INSTRUCTIONS

The DSA 3 submittal checklist is to be completed by the design professional responsible for the quality control and coordination review of the Construction Documents. All fields should be filled with either an "X" indicating required items included in the submittal or "N/A" indicating items not applicable to the scope of work.

It is recommended that the DSA 3 checklist be reviewed by the design professional at the time the project is registered to allow adequate time to verify that all applicable items have been completed and coordinated prior to submittal. Any questions related to the applicability of a listed item to the specific project scope should be clarified with DSA intake staff at the time the project is registered and progress drawings are uploaded to DSA Box.

PART 1 – APPLICATION FORMS

ENTER X OR N/A

1. A completed form *DSA 1: Application for Approval of Plans and Specifications*. ☐
 Note: Design Professionals listed must match those listed on the Title Sheet of the plans.
2. A completed form *DSA 3: Project Submittal Checklist*. ☐
3. A completed form *DSA 1-INC: Definition of Scope Increments*. Applicable to projects requesting incremental plan review. See *IR A-11: Incremental Submittals*. ☐
4. A completed form *DSA 1-DEL: Delegation of Responsibility*. Applicable to projects involving delegation of responsibilities of plans and specifications, and construction observation which are not easily described on the form *DSA 1*. ☐
5. A completed form *DSA 1-MR: Application for New Manufactured Permanent Modular or Relocatable Buildings*. Applicable to projects manufacturing permanent modular or relocatable buildings. See bulletin *BU 16-01: Delegation of Authority for Modular and Relocatable Buildings – FAQs*. ☐
6. A completed form *DSA 1-RUH: Request for Finding of Unreasonable Hardship*. Applicable to alteration, addition or repair projects seeking relief from full compliance with path of travel requirements. ☐
7. A completed form *DSA 1-AMM: Request for Alternate Design Materials and Methods of Construction*. Applicable to projects requesting approval of alternates to achieve code compliance. See procedure *PR 18-01*. ☐

PROJECT SUBMITTAL CHECKLIST**PART 2 – APPLICATION FEES****ENTER X OR N/A****1. Project Submittals**Structural, Fire & Life Safety and Access Compliance plan review fees as required. ☐

Required fees may be combined on a single check or warrant made out to "Division of the State Architect" (Note: Not all projects require review by all three disciplines. Indicate plan review services required on the *DSA 1* form). Fees are based on estimated value of construction. Use the *Plan/Field Review Fee Calculator* within Tracker to determine amount due at submittal.)

2. Pre-Check Submittals (PC)a. Structural, Fire & Life Safety and Access Compliance plan review fees ☐

Plan review fees are charged on an hourly basis. A \$6,000 deposit check or warrant made out to "Division of the State Architect" is due at submittal. Final fee to be calculated and invoiced based on actual plan review hours

b. CALGreen/Energy Code plan review fee ☐

A separate deposit check is required for CALGreen/Energy Code plan review for PC submittals for permanent modular or relocatable buildings. See procedure *PR 07-01: Pre-Check Approval*).

- \$2,500 deposit for two or more climate zones
- \$1,500 deposit for one climate zone
- \$500 deposit for unconditioned building (e.g. restroom building)

PART 3 – CONSTRUCTION DOCUMENTS**ENTER X OR N/A****A. GENERAL REQUIREMENTS FOR DRAWINGS AND SPECIFICATIONS**1. 100% complete Construction Drawings and Specifications, cross-referenced and coordinated among all disciplines..... ☐a. Bid alternates identified, when applicable..... ☐b. DSA approved Pre-Checked (PC) drawings to be included in drawing set for projects incorporating PC designs. ☐c. Electronic Plan Review submittal prepared in accordance with the drawing and specification format/file requirements in procedure *PR 18-04: Electronic Plan Review for Design Professionals of Record*. ☐d. Over-The-Counter (OTC) Plan Review submittal prepared in accordance with policy *PL 07-02: Over-the-Counter Review of Projects Using Pre-Check Approved Designs*. (1) set required for plan review mark-ups; (1) set for corrections and approval. ☐e. For the submittal of new, revised or renewed pre-check (PC) applications see procedures *PR 07-01: Pre-check Approval* and *PR 18-04: Electronic Plan Review for Design Professionals of Record*. Submittal is required to be in electronic format. All conditioned or unconditioned PC buildings require DSA CALGreen/Energy review. ☐2. A completed form *DSA 103: List of Material Testing and Special Inspection*..... ☐3. A completed form *DSA 810: Fire & Life Safety Site Conditions Submittal* when required per the DSA 810 instructions. (Incorporate on fire access site plan, with local fire authority sign off for proposed alternates for applicable projects.) ☐

PROJECT SUBMITTAL CHECKLIST**B. TITLE SHEET**

1. A complete Code Analysis. For each building indicate use, occupancy classification, allowable area, allowable building height, construction type, mixed ratio and area increase justifications. (Provide separate code analysis sheet, if necessary.) ☐
2. Index of all sheets ☐
3. Complete scope of work description ☐
4. On incremental submittals, identify all increments and their respective scope of work. (A Title Sheet is required for each incremental submittal.) ☐
5. Project directory including contact information for owner, architect and consultants. ☐
6. List of required governing codes, adopted standards and inspector classifications. ☐
7. List of deferred submittals. (See guideline *GL-3: Structural Plan Review* for list of items eligible for deferred submittal.) ☐

C. SITE AND / OR CIVIL PLANS AND DETAILS

1. Comprehensive campus site plan and enlarged site plans for areas of work. (Identify if the site is located within a Wildland Urban Interface area. Label all incremental work if applicable.) ☐
2. Identified each building and include name, use, occupancy, construction type and whether or not it's equipped with fire sprinkler system. ☐
3. DSA application number(s) for each existing structure and facility within the scope of work identified. See *IR A-20: New Projects Associated with Existing Uncertified Projects*. Note that issues preventing the certification of existing structures and facilities will need to be resolved before plans altering those structures and facilities are approved. ☐
4. Path of travel improvements which include an accessible route from the area of work to each of the following elements with improvements to current code: public transportation stops, public way, accessible parking, accessible passenger loading zones, administration building, and accessible restroom(s) serving area of work. See procedure *PR 15-01: Required Information for Path of Travel Upgrades on Construction Documents*. ☐
5. Accessible parking spaces identified and detailed within scope. ☐
6. Parking ratio calculations for each parking lot, within or impacted by the scope of work. ☐
7. Location of proposed electric vehicle charging stations, if provided. ☐
8. Sidewalk and roadway delineated, with widths and surface materials identified within scope. ☐
9. Path of exit discharge to public way or to identified area(s) of safe dispersal. ☐
10. All fencing and gates shown, indicating required exit gates, panic hardware and widths. ☐

D. DEMOLITION PLANS

1. Area of demolition and location of adjacent structures indicated on site plan. ☐
2. Detailed demolition plan for partial demolitions with note on plan stating that no demolition shall begin until plans including the demolition work have been approved by DSA ☐

PROJECT SUBMITTAL CHECKLIST**E. FLOOR PLANS**

1. Floor plans demonstrating access compliance, including restrooms, elevators, wheelchair lifts, stairs, ramps, door clearances, door swings, doors with panic hardware, casework, fixed furniture, equipment and all other required accessibility features. ☐
2. Enlarged floor plans of restrooms, elevators, stairs, ramps, lifts and specialty areas such as science labs, kitchens, auditoriums, etc. ☐
3. Distance of travel from elevator location to top and bottom nosing of all stairways demonstrated to be less than 200 feet. ☐
4. Accessible egress systems identified and detailed. ☐
5. Room and occupied area labels, indicating use and total occupants. Load factor used for occupant load calculations identified (net or gross). ☐
6. Net or gross floor area totals for each room or occupant area indicated. ☐
7. An exit analysis provided, indicating exit widths and cumulative loads at exits, including exit discharge paths and widths. ☐
8. Fire-resistance-rated walls and smoke barriers identified and cross referenced to partition schedules and details. Wall types, wall function, assemblies and assembly design number references noted. ☐
9. A detailed bleacher seating layout, identifying accessible seating and remaining floor area occupant load calculations (required in initial submittal even for projects where bleachers are identified as a deferred submittal). ☐
10. Way-finding and signage plans with legends and/or schedules cross-referenced to details. ☐
11. Dedicated egress provided within a new addition, unless the existing adjacent structure providing egress is of equal or greater live load and lateral load design criteria than the new addition (per *Part 1, Title 24, Section 4-306*). ☐

F. ARCHITECTURAL DETAILS, ELEVATIONS, SECTIONS, ROOF PLANS AND REFLECTED CEILING PLANS

1. Detailed interior elevations, exterior elevations, and sections including dimensions. Show roofing types and connections to structure. Show ceiling types and support and bracing details. ☐
2. Interior and exterior wall framing and details, including locations of drift joints in exterior wall framing as applicable. ☐
3. Fire-resistance-rated horizontal assemblies, ceilings and floors identified and detailed. ☐
4. Door openings and wall penetrations located and detailed. ☐
5. Skylight locations and sizes shown and detailed. ☐
6. Door, hardware, windows and finish schedules cross referenced to details. Note panic hardware, fire doors, doors with security hardware, and any fire-resistance-rated and tempered glazing/window assemblies. ☐
7. Signage schedules, cross referenced to details of room identification and way-finding signage. ☐
8. Casework and fixed furniture identified, including elevations, details, anchorage and required accessibility clearances and features. ☐
9. Soffits and other architectural projections identified and detailed. ☐

PROJECT SUBMITTAL CHECKLIST

10. All equipment identified and anchorage detailed. ☐
11. Walk-in refrigerators and freezers identified and detailed. ☐
12. Roof classes identified on all new and existing roofs within the project scope. ☐

G. STRUCTURAL DRAWINGS

1. Description of design basis, indicating the materials and lateral system utilized. List design gravity and lateral loads, soil parameters, and wind and seismic coefficients. For voluntary seismic improvements, indicate the specific structural items to be upgraded and the load levels for which those items are designed. ☐
2. Dimensioned foundation, floor and roof framing plans, including locations of all structural elements (e.g., foundations, walls, columns, beams). ☐
3. Complete truss detailing, including open web manufactured trusses (unless deferred.) ☐
4. Details for all elements of the lateral force resisting system ☐
5. Details for all diaphragms, chords, and collectors ☐
6. All windows, doors, skylights, ducts, pipes and other openings identified and detailed. ☐
7. Mechanical and electrical equipment located on plans, sections and elevations with unit weights noted on floor and roof framing plans. ☐
8. Project details, schedules and notes, as applicable to scope of work. ☐
9. For relocatable buildings less than 2,160 square feet, identify and detail wood or concrete foundations. ☐
10. For relocatable buildings over 2,160 square feet, identify and detail concrete foundations ☐

H. MECHANICAL/PLUMBING DRAWINGS AND CALCULATIONS

1. Location of all rated wall and ceiling assemblies identified. ☐
2. Mechanical unit locations shown, anchorage details referenced. ☐
3. Mechanical equipment schedule, including equipment CFMs (cubic feet per minute rating), unit operating weights and cross-reference to anchorage details. ☐
4. For MEP (Mechanical/Electrical/Plumbing) only projects, show partial structural framing plans at existing floors or roofs supporting mechanical equipment. ☐
5. Anchorage details for ducts and piping. ☐
6. Plumbing fixture schedules with flow rates and flush volume indicated in accordance with *CALGreen Code Section 5.303.3*. ☐
7. Mechanical and piping penetrations at fire-resistance-rated walls, shear walls, headers, lintels, floors and roofs identified and cross referenced to details. ☐
8. Plumbing layout coordinated with architectural plans and accessible fixtures identified. ☐
9. Grade level gas shut-off valve location indicated at all buildings. ☐
10. Locations of all fire/smoke dampers, supply/return registers and ducting indicated with details cross-referenced. ☐
11. Fume hood system shown including weight and exhaust duct identified and detailed. ☐

PROJECT SUBMITTAL CHECKLIST

12. Type I kitchen hood fire suppression system identified and detailed. (Show gravity support and lateral bracing for kitchen hoods.) ☐
13. Any special systems indicated, including smoke removal, special venting, dust collection and all interfacing equipment identified and detailed with weights shown or scheduled for required anchorage design. ☐
14. Domestic water and gas load calculations with pipe sizes identified. ☐
15. Water heating system and location of equipment identified. ☐
16. *Energy Code Certificate of Compliance* forms included with plans. ☐

I. ELECTRICAL DRAWINGS

1. Location of all rated wall and ceiling assemblies identified. ☐
2. Panel locations with fire-resistance-rated enclosure assemblies identified. ☐
3. New and existing exit signs located. ☐
4. Interior and exterior emergency lighting and dedicated circuits identified. ☐
5. Power receptacles, ground-fault circuit interrupters (GFCI), and switches with accessible locations indicated and heights detailed. ☐
6. Assistive Listening Systems identified and detailed. ☐
7. Panel schedules and load calculations provided. ☐
8. Equipment/fixture schedule with weights and reference to anchorage details provided. ☐
9. *Energy Code Certificate of Compliance* forms included on plans. ☐

J. FIRE ALARM SYSTEM DRAWINGS

1. Guideline *GL-2: Project Submittal Guideline: Fire Alarm and Detection Systems* has been reviewed and all applicable items incorporated into submittal ☐
2. Automatic fire alarm system if applicable (An automatic fire alarm system is required for all new buildings at a new or existing campus and for modernizations if project cost exceeds \$200,000 with any state funding.) ☐
3. Fire alarm site plan indicating building names or designations ☐
4. Fire alarm floor plans, including room uses, ceiling heights with circuits and device numbers identified, including locations of fire-resistance-rated walls and ceilings. ☐
5. Locations of the fire alarm control panel, power booster, terminal cabinets, annunciator panels, and all other required fire alarm equipment shown. ☐
6. Conduit runs, including wire type, size and number of conductors indicated. ☐
7. Fire alarm system identified: addressable or non-addressable, system and circuit class. ☐
8. Voltage-drop and battery calculations shown. ☐
9. Emergency Voice/Alarm Communication System. (See *IR F-1* for projects, where required)..... ☐

PROJECT SUBMITTAL CHECKLIST

K. AUTOMATIC FIRE SPRINKLER SYSTEMS (AFSS) DRAWINGS

1. Guideline GL-1: *Project Submittal Guideline: Automatic Fire Sprinkler Systems* and policy PL 10-01: *Plan Submittal Requirements: Automatic Fire Sprinkler Systems (AFSS)* have been reviewed and all applicable items incorporated into the submittal ☐
2. Test Hydrant locations identified and water-flow test data signed by local fire authority or water purveyor. ☐
3. Fire sprinkler plan and site plan layout with water-flow test hydrant nodes indicated. Show locations for all lateral bracing. Show locations of fire rated assemblies and full height walls. ☐
4. Reflected ceiling plan with fire sprinklers located and coordinated with architectural, mechanical and lighting plans. ☐
5. Cross sections of buildings. ☐
6. Details of all assemblies, fittings, bracing, hangers, thrust blocks, signage, flexible piping and any other required AFSS equipment or supports. ☐

PART 4 – SUPPORTING DOCUMENTATION

ENTER X OR N/A

A. GENERAL SUPPORTING DOCUMENTS

1. Pre-application meeting minutes ☐
2. District letter for exempt items. (Applicable only to school project submittals containing items listed in *Appendix A of IR A-22: Construction Projects and Items Exempt from DSA Review* which the district wishes DSA not to plan review or certify.) ☐
3. Previously-approved DSA reference drawings (for alteration, reconstruction or additions to previously DSA-approved structures). ☐
4. Previously-approved DSA comparison sets (for projects re-using previously DSA-approved designs) ☐

B. STRUCTURAL REVIEW SUPPORTING DOCUMENTS

1. EXISTING BUILDING EVALUATION (For projects involving reconstruction, alterations, or additions.) ☐
 - a. Copy of DSA approved (REH) Rehabilitation Evaluation and Design Criteria Report (applicable to rehabilitation projects for upgrades of non-conforming building or mandatory triggered upgrades per CAC 4-309 (c)). See form *DSA 1-REH Pre-application for Approval of a Rehabilitation Project Evaluation & Design Criterial Report* and procedure *PR 08-03: School Facility Program/Seismic Mitigation Program*. ☐
 - b. For projects involving reconstruction, alterations, or additions where no REH report has been submitted: Provide calculations demonstrating that the triggers of CAC Section 4-309(c) have not been exceeded. ☐
 - c. For projects involving reconstruction, alterations, or additions where no REH report has been submitted: Provide justification that the cost of the building reconstruction, alteration, or addition, determined in accordance with CAC 4-309(c), does not exceed 50 percent of the building replacement cost. ☐

PROJECT SUBMITTAL CHECKLIST**2. FLOOD MAP**

(Applicable to new construction, additions and relocations. See procedure *PR 14-01: Flood Design and Project Submittal Requirements*.)

☐**3. PROJECT STRUCTURAL CALCULATIONS**

- a. One set of stamped and signed structural calculations indicating codes used. ☐
- b. Index of all calculations included. ☐
- c. Description of scope of work covered by the submitted calculations with complete design criteria indicated. Provide a clear narrative for each calculation section with main assumptions and design approach to be used. Address the impact to existing structural lateral systems of any proposed partial demolition(s). Reference CAC 4-309 for structural rehabilitation triggers. ☐
- d. Seismic, wind and importance load factors indicated. Wind loading provisions including wind speed, exposure and any specialized items such as topographic effects need to be clearly defined. ☐
- e. Snow load utilized in the design identified; provide snow drift calculations, if appropriate. ☐
- f. Utilized soil bearing pressure indicated. If greater than 1,500 psf, or where the exceptions in *California Building Code (CBC) Section 1803A.2* are not met, provide substantiating geotechnical report. ☐
- g. Utilized lateral soil passive pressure indicated. If greater than 100 psf, provide substantiating geotechnical report. ☐
- h. Completed design checks of foundations including check of soil stresses and strength checks of footings. ☐
- i. Allowable lateral soil pressure for the design of poles, signs or antennae. ☐
- j. Calculations for miscellaneous site structures. ☐
- k. Key plans for foundations, floors and roofs, coordinated and cross referenced to the submitted structural calculations. ☐
- l. Lateral drift calculations, as required by code, ☐
- m. Load calculations, including weight of mechanical and electrical units and fire sprinkler pipe, ☐
- n. Calculations for mechanical equipment anchorage, including overturning, ☐
- o. Complete gravity system calculations, including checks of connections, ☐
- p. Complete truss calculations and details for open-web trusses (unless deferred), ☐
- q. Complete chord and collector calculations, ☐
- r. Lateral system calculations, including checks of connections, ☐
- s. Calculations for lateral floor and roof diaphragms. ☐
- t. Rigid diaphragms identified and calculations provided for accidental torsion consideration..... ☐
- u. Dynamic analysis calculations required for buildings with structural irregularities, in accordance with American Society of Civil Engineers Standard ASCE 7, Table 12.6-1. ☐

PROJECT SUBMITTAL CHECKLIST

- v. For designs by computer analysis, printouts of key input and output with a copy of the input and output files must be included. Structural calculation should provide all model geometry, loading information, boundary conditions, material properties, framing sizes, and strength check modifiers. Calculations must also contain primary analysis results such as reactions, all strength checks, and any connection design output to justify the design with the model provided as backup. ☐
- 4. GEOTECHNICAL INVESTIGATION / SOILS REPORT (See *CBC 1803A* for applicability)
 - a. New report applicable to the buildings in the scope of work with the appropriate professionals' stamps and signatures. ☐
 - b. A previous report may be submitted if a reevaluation is made and found to be currently appropriate. A letter updating the original report(s) by the same geotechnical engineer or geotechnical engineering firm must be included. ☐
- 5. GEO-HAZARDS REPORT (See procedure *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

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**

EXHIBIT I

October 13, 2021

Mr. Vince Madsen
Director of Facilities
Downey Unified School District
11627 Brookshire Avenue, Building T-4
Downey, California 90241

RACHLIN
P A R T N E R S

**RE: POST CERTIFICATION OF TWO PORTABLE BUILDINGS AT PRICE ELEMENTARY SCHOOL
ARCHITECTURAL / ENGINEERING SERVICES FEE PROPOSAL**

Dear Mr. Madsen:

In accordance with your recent request, Rachlin Partners is pleased to submit our proposal for architectural and engineering services pertaining to the preparation of the construction documents for the Post Certification of two (24 x 40) Portable Classroom Buildings at the District's Price Elementary School Site. I have reviewed the current site conditions, which I have used as a reference in preparing this proposal. In addition, our firm will work in concert with our engineering consultants and apply for approval with the Division of the State Architect. The following provides the basis of our proposal:

Project Goals

The Downey Unified School District has requested our assistance in preparing the construction documents for the Post Certification of two DSA approved portable classroom buildings at the Price Elementary School Site that were placed without DSA Certification.

Preliminary Research

The Architect has met with the District's Certification Specialist and the DSA to confirm the scope of work for the project which shall include DSA approved plans documenting all accessible path of travel components (Parking, restrooms, drinking fountain) as well as an automatic fire alarm.

Detailed Work Plan

The following work plan provides a detail of activities to be performed during the Construction Document phases. These activities are based on your request and on Industry Standards.

- Review the current portable classroom drawings and visit the project site to become thoroughly familiar with the existing conditions, assets and constraints. Document all non-accessible components that will require correction in order to obtain the DSA approval.
- The final construction documents will include Architectural and Engineering plans to define and describe the project in detail to facilitate the necessary corrective accessible components.
- Design Fire Alarm System for the portable buildings for code compliance.

RACHLIN P A R T N E R S

- Submit the plans to the Division of the State Architect and respond to all corrections to obtain approval.
- Review and Respond to RFI's and attend and orchestrate bi-weekly construction meetings.
- A site survey, civil engineering and the grading plan are not part of this proposal.
- All campus upgrades not pertaining to the portable classroom building, beyond disabled parking spaces, restrooms, drinking fountain and path of travel to the classroom buildings as required by the DSA shall not be part of this proposal and shall be considered an extra service.

Fee Schedule

As requested, I have reviewed the scope of work and am providing a fee proposal on the following pages for your review.

In addition, if requested I will provide for your review copies of the individual proposals from our engineering consultants. What follows below is the breakdown of the Basic Services fee and those items considered to be Additional Services.

If the scope of the work were revised, the A/E fee for the services would be negotiated between the DUSD and the A/E.

RACHLIN

PARTNERS

Architect / Engineering Services

Architectural / Engineering Fee's

TASK	HOURS		RATE		TOTAL
Field Verification/ Site Meetings	8	x	\$155.00	= \$	1,240.00
Construction Documents	40	x	\$155.00	= \$	6,200.00
Project Specification	0	x	\$155.00	= \$	0.00
Principal Oversight	6	x	\$195.00	= \$	1,170.00
Plumbing Engineering Services			NIC	= \$	00.00
Electrical/Telecom Engineering Services			Per Proposal	= \$	7,500.00
DSA Submission and Back Check	24	x	\$155.00	= \$	3,720.00
Total Architectural / Engineering Fees	108			\$	19,830.00

Architect / Engineering Const

Bidding / Construction Administration Fees

<u>Task</u>	<u>Hours</u>		<u>Rate</u>		<u>Total</u>
Pre-Construction Meeting	0	x	155.00	= \$	0.00
Construction Meetings (1)	4	x	155.00	= \$	620.00.00
Punch list/Post Construction Meeting	0	x	155.00	= \$	0.00
DSA Paperwork and Processing	24	x	155.00	= \$	3,720.00
Total Construction Administration Fees	36			\$	4,340.00

Total Project Fees	\$ 24,170.00
---------------------------	---------------------

RACHLIN
P A R T N E R S

Reimbursable expenses are estimated to be \$2,000.00. The Architect shall reimburse for expenses as defined in the Architects Master Agreement with the Downey Unified School District.

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
Partner
Rachlin Partners

Mr. Vince Madsen
Director of Facilities
Downey Unified School District

Downey Unified School District (DUSD) Responsibilities

1. DUSD Representative. A DUSD Representative shall be named by DUSD and shall represent DUSD in all matters pertaining to the services to be rendered under this Agreement. All requirements of DUSD pertaining to services to be rendered shall be given through the office of DUSD's Representative. DUSD's Representative shall cooperate with the Architect in all matters relative to this Agreement in order to permit the performance of the work without undue delay.
2. Statement of Building Program. DUSD shall provide full information as to the requirements and program of the Project, including budget limitations and scheduling needs.
3. Surveys and Tests.
 - a. *Site Survey.* DUSD shall furnish to the Architect, when requested, a complete and accurate survey of the Project site, prepared by a licensed surveyor, indicating, where relevant, among other matters, the location of all existing buildings; grades around existing buildings; grades and lines of streets and pavements; boundaries of adjoining properties; and contours of the site. Information shall also include existing sewer, water, gas and electrical services, of which DUSD or local municipalities has a record.
 - b. *Soils Tests.* Prior to authorizing the Architect to proceed with the Design Development, DUSD shall furnish results of any required soils tests prepared, including a qualified testing laboratory. This shall include identification of any existing water table, and foundation recommendations by qualified soils and foundation engineers. DUSD shall also furnish results of field tests for soil corrosivity and recommendations for corrective action by a qualified corrosive engineer, if required in the opinion of DUSD Representative, prior to the start of the Design Development.
 - c. *Geologic Hazards Investigation Survey.* DUSD shall have performed any geological-hazards-investigation surveys required by State authorities having jurisdiction, and shall make copies available to the Architect for distribution as necessary.
 - d. *Environmental/Hazardous Materials Consultant.* DUSD shall provide Architect with a copy of any mitigation measures for the Project adopted by DUSD pursuant to the California Environmental Quality Act, the Department of Toxic Substances Control and other agencies having jurisdiction. DUSD shall provide Architect with a hazardous-materials survey of the Project site.

- e. *Specialized Testing/Inspection.* DUSD shall ensure that a testing service for materials testing and inspection as required by state law is provided.
 - f. *Design Review Comments and Correction.* DUSD shall review documents submitted by the Architect according to milestones. DUSD shall also provide written comment and/or correction to the Architect.
 - g. *Checking and Permit Fees.* DUSD shall pay or reimburse the Architect for all checking and permit fees required in connection with the Project to public authorities having jurisdiction.
 - h. *Project Inspector.* DUSD shall furnish and provide an Inspector, or Inspectors, as required during the entire course of construction of the Project. Each Inspector shall be qualified and approved by the Division of the State Architect. The cost of employment of each Inspector will be borne by DUSD and paid directly to the Inspector. The administration by the Architect and its engineers shall be in addition to the continuous personal supervision of DUSD's Inspector(s).
4. DUSD Staff Inspections.
- a. *Relationship with Contractors.* If, during the course of construction, any questions, recommendations, or requests for changes occur, or if the DUSD staff initiates substitutions, they shall be directed through the DUSD Representative. Directives to the Contractor shall be issued through the DUSD Representative.
 - b. *Pre-Final Inspection.* The DUSD shall assist the Architect in making the pre-final inspections and the preparation of the "punch list."
 - c. *Final Inspection.* When the Architect has notified the DUSD that the "punch list" items have been corrected, the DUSD Representative shall accompany the Architect and the Contractor on the final inspection.

Additional Services

1. The Architect shall be paid for additional services not originally contemplated by the parties to this agreement, including those services described herein, provided that the additional services have received advance written approval by DUSD.
2. Additional Services of the Architect.
 - a. Revisions and changes to approved documents and the preparation of alternative or deductive change orders requested by DUSD, which are not effected for the purpose of reducing the cost to within ten percent (10%) of the Revised Agreed Estimate.
 - b. Services for repair of damage to the Project during construction.
 - c. Selection by the Architect, at DUSD's request, of movable furniture (all FF&E is included in the Architects or Sub consultants work), equipment, or articles which are not included in the Construction Contract.
 - d. Additional services caused by the delinquency or insolvency of the Contractor.
 - e. Preparation of measured drawings of existing structures if authorized by DUSD.
 - f. The employment of special consultants and/or the preparation of special delineations and/or models as directed by DUSD.
 - g. Providing detailed quantity surveys or inventories of material, equipment, and labor.
 - h. If required by DUSD to accelerate schedules, overtime work by the Architect's employees.
 - i. In the event the project is suspended or abandoned, for a period in excess of six months, the Architect shall be entitled upon reactivation to additional compensation, prior to commencing work for his remobilization effort.
 - j. Preparation of off-site work related to street widening and street improvements including, but not limited to, curb cuts, street trees, street lighting and utilities, if authorized by DUSD.
 - k. Providing construction administration services after the construction time has been exceeded through no fault of the Architect, where it is determined that the fault is that of the contractor.

RACHLIN

PARTNERS

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, 2019, and are subject to revision thereafter, with the approval of the client.

Reimbursable expenses such as blueprinting and CADD Plotting, 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 Architect/Designer	\$155.00	per hour
Senior CAD/Designer	\$135.00	per hour
Intermediate CAD/Designer	\$125.00	per hour
Junior CAD/Designer	\$ 95.00	per hour
Quality Control	\$ 85.00	per hour
Support Staff	\$ 75.00	per hour

Reimbursable Fees

8-1/2" x 11" photocopies	\$ 0.10	per copy
Mileage	\$ 0.58	per mile
Facsimile Transmission	\$ 1.00	per page
CADD Plots	\$ 2.50	per square foot
Blueprinting	\$ 0.10	per square foot

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

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

www.risk-strategies.com

CA DOI License No. 0F06675

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

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:	

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

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.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY**

ENDORSEMENT WC 99 03 76 (00)

Insured: Rachlin Partners, LLC
Policy No.: UB6K089679
Effective Date: 6/12/2021

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5.000% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

ANY PERSON OR ORGANIZATION WITH WHOM YOU AGREE IN WRITING TO WAIVE YOUR RIGHT TO RECOVER AGAINST THEM. YOU MUST AGREE TO THIS WAIVER PRIOR TO THE DATE OF LOSS

Job Description:

Projects as on file with the insured.

Authorized Representative

AGREEMENT FOR ARCHITECTURAL SERVICES
BY AND BETWEEN
DOWNEY UNIFIED SCHOOL DISTRICT AND
RACHLIN PARTNERS ARCHITECTS FOR
PRICE ES POST CERTIFICATION OF TWO PORTABLE BUILDINGS
No. 202122-341

TABLE OF CONTENTS

Article 1 Definitions	2
Article 2 Scope, Responsibilities, and Services of Architect	3
Article 3 Architect Staff	5
Article 4 Schedule of Services/Term	6
Article 5 Construction Cost Budget.....	6
Article 6 Fee and Method of Payment.....	7
Article 7 Payment for Extra Services or Changes	8
Article 8 Ownership of Data	8
Article 9 Termination of Agreement.....	9
Article 10 Architect Indemnity	10
Article 11 Mandatory Mediation for Claims	10
Article 12 Fingerprinting	11
Article 13 Responsibilities of the District.....	11
Article 14 Liability of District.....	12
Article 15 Nondiscrimination	12
Article 16 Insurance	12
Article 17 Covenant Against Contingent Fees.....	12
Article 18 Entire Agreement/Modification.....	13
Article 19 Non-Assignment of Agreement.....	13
Article 20 Law, Venue	13
Article 21 Alternative Dispute Resolution	13
Article 21 Severability	14
Article 22 Employment Status.....	14
Article 23 Warranty and Certification of Architect	15
Article 24 Cost Disclosure - Documents and Written Reports.....	16
Article 25 Notices and Communications.....	16
Article 26 Disabled Veteran Business Enterprise Participation	16
Article 27 District's Right to Audit	16
Article 29 Other Provisions	17
 EXHIBIT A RESPONSIBILITIES AND SERVICES OF ARCHITECT.....	 A-1
EXHIBIT B CRITERIA AND BILLING FOR EXTRA SERVICES	B-1
EXHIBIT C SCHEDULE OF WORK	C-1
EXHIBIT D PAYMENT SCHEDULE.....	D-1
EXHIBIT E INSURANCE REQUIREMENTS.....	E-1
EXHIBIT F DSA FORM PR 13-01	F-1
EXHIBIT G DSA FORM IR-A6	G-1
EXHIBIT H DSA FORM 3.....	H-1
EXHIBIT I PROPOSAL.....	I-1

CERTIFICATES

**AGREEMENT FOR
PROJECT INSPECTION SERVICES
BY AND BETWEEN
DOWNEY UNIFIED SCHOOL DISTRICT
AND
SANDY PRINGLE AND ASSOCIATES
No. 202122-374**

This Agreement for Project Inspection Services ("Agreement") is made ("Agreement") is made and entered into as of November 22, 2021, by and between **Downey Unified School District ("District")** and Sandy Pringle and Associates ("**Consultant**"), (individually a "**Party**" or collectively the "**Parties**").

RECITALS

WHEREAS, District intends to award contracts to construction contractor(s) to perform work ("**Construction Work**" or "**Work**") at Columbus High School Welding Project ("**Site**").

WHEREAS, District has retained the services of LPA Architects as the architect(s) and/or design professional(s) of the Construction Work ("**Architect(s)**"); and

WHEREAS, the Construction Work shall be performed pursuant to District-approved plans, drawings, specifications, rules, regulations and statutes applicable to school construction and other contract documents ("**Contract Documents**"); and

WHEREAS, District requires the services of a Division of the State Architect ("**DSA**") approved project inspector during the Construction Work; and

WHEREAS, pursuant to Education Code section 17311, the District shall provide for and require competent, adequate, and continuous inspection during construction or alteration by an inspector satisfactory to the Architect or Structural Engineer and the Department of General Services; and

WHEREAS, Inspector warrants and represents that Inspector is competent to perform the duties and responsibilities required by this Agreement and by applicable laws and regulations for the inspection of Construction Work at the Site ("**Project**").

AGREEMENT

NOW, THEREFORE, for good and sufficient consideration, receipt of which is acknowledged, the Parties agree as follows:

1. Services.

- 1.1. Inspector shall, as requested by District, act as the project inspector for the Project. Inspector shall observe construction operations to ensure that the Project is constructed and completed in strict conformity with all applicable laws and regulations and the Contract Documents ("**Services**"). The Services include project inspection services for each component as listed below.
- 1.2. Any one component or combination of components may be changed, or terminated, in the same manner as the Services, 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). Inspector shall invoice for each component separately and District shall compensate Inspector for each component separately on a proportionate basis based on the level and scope of work completed for each component.
- 1.3. The estimated approximate hard construction costs for the Site is **thirty-nine thousand, forty dollars (\$39,040.00)**:

2. **Term.** The term of this Agreement shall be the period of construction of the Project and shall terminate when the notice of completion for the Construction Work is recorded ("**Term**"), unless terminated or otherwise cancelled.

submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u>X</u>	Signed Agreement
<u>X</u>	Workers' Compensation Certification
<u>X</u>	Fingerprinting/Criminal Background Investigation Certification
<u>X</u>	Insurance Certificates and Endorsements
<u>X</u>	W-9 Form

4. **Compensation.** Inspector's fee for the performance of Services at the above Site shall be **eighty dollars (\$80.00)** per hour for a total maximum fee not to exceed **thirty-nine thousand, forty dollars (\$39,040.00)**.
- 4.1. The Inspector shall submit a monthly itemized statement of Service charges and expenses (if applicable) to the District on the fifth (5th) day of each month. Inspector shall prepare a separate itemized statement for the Site at which Inspector provides Services. The itemized statement shall show the days and hours worked each workday Inspector performs Services for the previous month. District will permit a one (1) month grace period beyond this time for the Inspector to submit its invoice for a particular month's work. No amounts shall be due or owing to the Inspector if it fails to submit an invoice to the District at or before the end of that grace period.
- 4.2. Payment for the Services shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Inspector submits an itemized statement to the District for Services performed and after the District's written approval of the Services performed.
- 4.3. The daily job log referred to herein shall detail the time spent by the Inspector in the performance of Services pursuant to this Agreement.
- 4.4. Inspector shall provide to the District on a timely basis and to not cause a delay in DSA's approval of the Project, all verified report(s) for all scope(s) of Work and all other required Project documents if not already completed and provided to the District. District shall retain five percent (5%) of Inspector's Fee or Ten Thousand Dollars (\$10,000), whichever is greater, until Inspector has filed all required verified report(s) and other Project Documents.
- 4.5. If requested by the District, the Inspector shall provide additional or extended Services for the Project as may be necessary because of changed conditions including, without limitation, conditions made necessary by Work damaged by fire or other Acts of God during construction or prolongation of the initial construction contract time beyond the construction contract time schedule. Those additional or extended Services shall be as agreed to by the District and shall be based on rates at or below the hourly, daily, weekly, or monthly rates as indicated here:

Maximum Rate for Additional or Extended Services

Hourly	\$80.00/Hour
Daily	\$640/Day
Weekly	\$3,200/Week
Monthly	\$13,824/Month

5. **Expenses.** District shall not be liable to Inspector for any costs or expenses paid or incurred by Inspector in performing Services, except for those set forth below. Inspector agrees that travel may be required, at Inspector's expense. These travel expenses are not reimbursable.
- 5.1. Not applicable
6. **Independent Contractor.** Inspector, in the performance of this Agreement, shall be and act as an independent contractor. Inspector understands and agrees that it and all of its employees shall not be considered officers, employees,

agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Inspector shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Inspector's employees. In the performance of the Services contemplated, Inspector is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of Inspector's work, District being interested only in the results obtained.

7. Inspector's and Subconsultant Registration and Compliance.

7.1. Inspector acknowledges that, for purposes of Labor Code section 1725.5, all or some of the Work is a public work to which Labor Code section 1771 applies and that the Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Inspector shall comply with Labor Code section 1725.5, including without limitation the registration requirements for itself and its subconsultants. Inspector represents that all of its subconsultants are registered pursuant to Labor Code section 1725.5.

7.2. Labor Code section 1771.1(a) states the following:

7.2.1. "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

7.3. Inspector shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations.

7.4. Inspector shall post job site notices, as required by law, including without limitation Labor Code section 1771.4.

7.5. Inspector shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

8. **Designated Representatives.** Inspector 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.

9. **Materials.** Inspector shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows:

9.1. Not applicable

10. Performance of Services.

10.1. Standard of Care.

10.1.1. Inspector represents that Inspector has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Inspector's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Inspector's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

- 10.1.2. Inspector hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
- 10.1.3. Inspector shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Inspector understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Inspector in performing the Services.
- 10.1.4. Inspector shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
- 10.2. **Meetings.** Inspector agrees to participate in coordination meetings to discuss District strategies, timetables, implementations of Services, and any other issues deemed relevant to the Project.
- 10.3. **District Approval.**
- 10.3.1. The District has the right to inspect and supervise to secure satisfactory completion of the Services.
- 10.3.2. Prior to any documents being made public, Inspector shall provide in draft form to District staff and District legal counsel, all documents that it or its subconsultants prepare.
- 10.4. **Inspector's Authority**
- 10.4.1. **Full-Time Inspector under Direction of Architect.** Inspector shall act as the Project inspector on a full-time, continuous basis, including during off hours, and weekend hours as deemed necessary by Inspector, the Architect and/or District. Inspector shall act under the direction of the Architect and shall be responsible to the Department of General Services, Division of the State Architect for enforcement of the Project plans and specifications.
- 10.4.2. **Authority to Reject or Stop Construction Work.** Inspector shall not have the authority to direct a contractor in the execution of the Construction Work nor to stop work on the Project. However, if Inspector observes Construction Work being performed in deviation from the approved plans, specifications, or change orders or in violation of any local, state or federal statute, Inspector shall, if such deviation or violation is not immediately corrected by contractor when brought to the attention of contractor, direct the contractor in writing, while simultaneously notifying the Architect, and the District, to cease installation of that nonconforming portion of Construction Work, pending further decision by Architect and District, and shall in all cases, make a written record of the event. Inspector shall deliver copies of the written record to District within twenty-four (24) hours of the event.
- 10.4.3. **Conflict of Interest.** Inspector shall not have a financial or investment interest in any person, contractor, entity, or their employees, agents, or subcontractors with responsibilities for the construction of, design of, or other work or duties related to the Project. Inspector shall not have the authority to assist any person, contractor, entity, or their employees, agents, or subcontractors in the performance of the any work on the Project. Inspector shall not undertake any responsibilities of any person, contractor, entity, or their employees, agents, or subcontractors. It shall be understood, however, that Inspector shall make every attempt to remove obstacles preventing the orderly progress of work on the Project.
- 10.5. **On-Site Presence.** Inspector shall be physically present at the Site at all times necessary for performance of its duties as project inspector. Inspector shall have personal knowledge of the Construction Work at all stages. Inspector shall accompany the Architect, District, the construction manager, or other consultants when any of them are observing the Construction Work. Inspector shall be physically present for all concrete work and masonry work.

10.6. **Inspector's General Obligations, Duties, and Responsibilities.** Inspector shall completely and timely inspect all portions of the Construction Work as it progresses.

10.6.1. Inspector shall endeavor to guard District and the State of California ("**State**") against apparent defects and deficiencies in the Construction Work and shall act on behalf of District to see that the Construction Work is executed and completed in a timely manner in accordance with the Contract Documents and applicable laws and regulations.

10.6.2. Inspector shall study and fully comprehend the requirements of the Construction Documents in order to provide competent inspection of the Construction Work. Inspector shall consult the Architect to resolve any uncertainties in Inspector's comprehension of the plans and specifications. Inspector shall possess a thorough understanding of the requirements of the plans and specifications for each portion of Construction Work before that portion of Construction Work is performed.

10.6.3. Inspector shall identify all non-compliant Construction Work as work on the Project progresses in order to facilitate timely corrective action.

10.6.4. Inspector shall verify code-compliant implementation of the materials testing and special inspection program, as applicable, including notification of materials testing labs, the performance of material sampling and special inspections, and the review of all material sampling and special inspection reports. Inspector shall not be required to conduct tests that are specified in the Contract Documents to be performed by a testing or inspection laboratory or firm.

10.6.5. Inspector shall comply with all the requirements of a DSA project inspector including, without limitation, all the requirements included and/or referenced in the most recent versions of the following forms, **attached hereto as Exhibit A:**

10.6.5.1. Form DSA IR A-7, Project Inspector: Certification and Approval.

10.6.5.2. Form DSA IR A-8, Project Inspector and Assistant Inspector: Duties and Performance.

10.6.6. Inspector shall not authorize deviations from the Contract Documents.

10.6.7. Inspector shall obtain authorization to access DSABox and submit all communications and documents through DSABox.

10.7. **Inspector Maintenance of Records, Job File, and Building Codes**

10.7.1. **Inspection Records.** Inspector shall maintain detailed, comprehensive, organized, accessible, and timely documentation of all inspections of the Construction Work ("**Inspection Records**"). The Inspection Records shall identify all compliant and non-compliant Construction Work. The Inspection Records shall include, without limitation:

10.7.1.1. **Record of Inspection on Plans.** A systematic record of the inspection of all Construction Work required by the Construction Documents. Inspector shall perform this by marking properly completed Construction Work on a set of Construction Documents to verify that the requirements of the plans and specifications have been met.

10.7.1.2. **Construction Procedure Records (Title 24, Part 1, Section 4-342(6)).** These shall include, without limitation, concrete placement operations, welding operations, pile penetration blow counts, and other records specified on the approved Construction Documents.

10.7.1.3. **Deviations and Resolution of Deviations.** The resolution of reported deviations.

10.7.1.4. **Daily Job Log.** Daily job log of the Inspector's time spent, areas and scopes inspected, and tasks performed on the Site.

10.8. **Job File.** Inspector shall maintain a record of his/her attendance at the Site and shall maintain files of schedules, notes, communications, records, documents, and drawings on behalf of the District.

10.8.1. The schedules, notes, communications, records, documents, and drawings shall be regularly reviewed with the District, shall be kept in an order as directed by the District (e.g. by date or type of transaction).

10.8.2. Inspector shall assist District staff in preparing quarterly progress reports to the governing board of the District.

10.8.3. In addition, the Inspector shall organize and maintain a complete system of construction records, including, but not limited to:

10.8.3.1. All Inspection Records.

10.8.3.2. Job memo file.

10.8.3.3. Site conference file.

10.8.3.4. Progress reports.

10.8.3.5. Test and Inspection List (Form DSA-103-1 (Revised 01-01-12)).

10.8.3.6. Correspondence file, including, without limitation, all correspondence from/to Architect, construction contractor(s), District, and DSA.

10.8.3.7. Complete change order file.

10.8.3.8. All Addenda.

10.8.3.9. All deferred approval documents.

10.8.3.10. Complete shop drawings, samples, and submittal file.

10.8.3.11. All Contract Documents including, without limitation, the approved plans and specifications.

10.8.4. All records and documents kept by Inspector shall be and remain the property of District.

10.9. **Building Codes.** In addition to the above documents, Inspector shall keep at the Site, a copy of all applicable building codes and regulations necessary to perform required inspections, including, without limitation, the following parts of Title 24 of the California Code of Regulations in the edition referenced in the Contract Documents:

10.9.1. Title 24, Part 1 (Administrative Code).

10.9.2. Title 24, Part 2, Volumes 1, 2, and 3 (Building Code).

10.9.3. Title 24, Part 3 (Electrical Code).

10.9.4. Title 24, Part 4 (Mechanical Code).

10.9.5. Title 24, Part 5 (Plumbing Code).

10.9.6. Title 24, Part 6 (Energy Code).

10.10. **Communications, Reporting, and Notifications**

10.10.1. **DSA Notification.** Inspector shall notify DSA:

10.10.1.1. At least forty-eight (48) hours prior to the start of any Construction Work at the Site.

10.10.1.2. At least forty-eight (48) hours prior to completion of any foundation excavations/trenches.

10.10.1.3. At least forty-eight (48) hours prior to the first concrete pour/placement at the Site.

10.10.1.4. When Construction Work has been suspended for a period of more than two (2) weeks.

10.10.2. **Notification of District and Architect.** Inspector shall immediately report to District, the Architect, and the construction manager any failure by any contractor or subcontractor to comply with the Contract Documents, or any attempted substitutions of required materials and/or workmanship in any portion of the Construction Work. Inspector shall inform the District, the Architect, and the construction manager of any conflicts, ambiguity, and/or inconsistencies in the Contract Documents and of any interpretations, suggestions, comments, and/or criticisms the Inspector has related to the Project or the Contract Documents. Inspector shall advise the District of needed inspections related to the status of the Construction Work, and District shall provide the schedule of Construction Work to Inspector so that both Parties arrange timely inspections.

10.10.3. **Deviation Notification of Contractor(s).** Inspector shall notify a contractor verbally and in writing of any deviations from the approved Contract Documents by that contractor or its subcontractors. If the contractor does not immediately correct the deviation upon the verbal notice, then copies of the written notice shall be forwarded immediately to the District, the Architect, the construction manager, and DSA. Inspector shall document all resolutions of reported deviations and make them part of the Inspection Records.

10.10.4. **Contractor Inquiries.** Contractors are expected to direct inquiries regarding Construction Document interpretation to the Architect through the Inspector, including the contractor's uncertainties regarding the Construction Documents. Inspector shall document these inquiries and immediately forward them to the Architect for response.

10.10.5. **Construction Manager.** Inspector shall also work with the construction manager if the District uses a construction manager on any portion of the Project. If District does not use a construction manager on the Project, then all references to a construction manager herein shall mean the District.

10.11. **Inspector Responsibilities for Forms and Reports**

10.11.1. **Semi-Monthly Reports.** Inspector shall submit semi-monthly reports on the 1st and the 15th of each month to District, the Architect, and DSA.

10.11.2. **Verified Reports.** Inspector shall submit verified reports at the following times that will include notification of outstanding deviations:

10.11.2.1. Work on the Project is suspended for a period of more than one (1) month.

10.11.2.2. Inspector is terminated for any reason.

10.11.2.3. DSA requests a verified report.

10.11.2.4. If District occupies any building on the Site.

10.11.2.5. When the Construction Work is complete.

Each verified report shall be on Form DSA-6, or more current form, and shall clearly describe all non-compliant Construction Work including change order work that is pending DSA approval. Each verified report shall state that Inspector knows of his/her personal knowledge that the Construction Work has, in every material respect, been performed in compliance with the Construction Documents. Inspector shall declare under penalty of perjury that all information indicated on the report is true.

- 10.12. **All Other Reports.** In addition, Inspector shall initiate and file with DSA prior to their due date, any other Project-related, forms, required of contractors, subcontractors, testing and inspection laboratories, and the District. Inspector shall prepare and forward to the District, Architect, and DSA all other reports required by Title 24 of the California Code of Regulations, the State, and/or DSA.
- 10.13. **Inspector Responsibilities for Laboratory Structural Tests.** Inspector shall initiate and expedite testing by independent test laboratories and shall maintain all necessary back up information for special inspection invoice processing and shall be responsible for the sequential progress of the Project related to the test lab reports.
- 10.14. **Inspector Responsibilities at Beginning of Occupancy.** Inspector shall observe the District's occupancy or movement of District-furnished equipment to each Site before completion and record and report any damages occurring so any claims may be fully documented.
- 10.15. **Compliance with DSA Inspection Card Process.** Inspector shall perform any service or work required to comply with DSA's inspection card process that establishes specific construction milestones that must be approved by the Inspector before contractor(s) can start subsequent work on a project.
- 10.16. **Facilities/Equipment.** District shall provide for Inspector's operational needs, such as office supplies, telephone, and fax machine.
- 10.17. **Inspector Certification.** Inspector shall provide the District a copy of documents satisfactory to the District certifying that Inspector holds proper state certification and approval by DSA to perform the required Services for this Agreement. Inspector shall also provide any other documents or certification requested by the District. Inspector shall initiate and provide the District with Form DSA-5, or more current qualification/certification form.
- 10.18. **Substitute Inspector and/or Assistant Inspector.** Inspector shall provide the Services throughout the Term and shall not delegate its duties without the full knowledge and prior written consent of the District. In the event of Inspector's absence for more than two (2) consecutive days or unavailability for scheduled inspections, Inspector, at no cost to District, shall secure a substitute inspector and/or assistant inspector who shall be appropriately certified, approved by DSA, and pre-approved in writing by District, to perform the Services. Certification documents for the approved substitute inspector(s) and/or assistant inspector(s) shall be presented to District within thirty (30) working days after the date of this Agreement. All substitute inspector(s) and assistant inspector(s) shall be obligated to perform the Services while performing any work on the Project. Inspector shall provide technical guidance and monitoring of all substitute inspector(s) and assistant inspector(s).
- 10.19. **Other Jobs Outside of the Project.** Inspector shall be required to work full-time on the Project, and shall not work on or be under contract for another project without prior written approval from District, and without a reduction in compensation proportionate to the amount of time Inspector is required to be absent for responsibilities to another project.
- 10.19.1. In the event that this Agreement involves a company of inspectors, a DSA-approved inspector shall be designated as the Inspector for District and shall be on constant duty at the Site as described in this Agreement.
- 10.19.2. Inspector shall have the right to request and obtain an uncompensated release for a reasonable amount of time to fulfill unavoidable duties on other incomplete projects in progress at the beginning of the Project.
11. **Information.** 'To the extent applicable, Inspector shall obtain information from the District as follows:
- 11.1. **Furnished by District.** Upon request by Inspector, District shall furnish Inspector any information and documents readily available to District that the Inspector determines may be of use to the Inspector in the performance of the Services. District shall rely upon Inspector to determine which information and documents

may be of use to the Inspector in performance of the Services. District makes no representations with respect to the reliability, accuracy, or completeness of any information or documents furnished by the District. Inspector shall determine if it is appropriate to rely on the District furnished information or documents. Inspector shall determine if clarification, additional information, or additional data is needed.

11.2. **Furnished by Others.** Inspector is to obtain, utilizing its own personnel, any required information that has been developed by other public or private entities that are not under contract to District. Inspector shall determine if it is appropriate to rely on the information or data developed by these other public or private entities. Inspector shall determine if clarification, additional information, or additional data is needed.

12. **Originality of Services.** Except as to standard generic details, Inspector agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Inspector and shall not be copied in whole or in part from any other source, except that submitted to Inspector by District as a basis for such services.

13. **Copyright/Trademark/Patent.** Inspector understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Inspector consents to use of Inspector's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

14. **Audit.** Inspector shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of broker transacted under this Agreement. Inspector shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Inspector shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Inspector and shall conduct audit(s) during Inspector's normal business hours, unless Inspector otherwise consents. If the Agreement involves the expenditure of public funds in excess of ten thousand dollars (\$10,000), the Agreement shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment. The audit shall be confined to those matters connected with the performance of the Agreement, including, but not limited to, the costs of administering the Agreement.

15. Termination

15.1. **Job Completion.** Unless previously terminated or otherwise cancelled, this Agreement shall terminate when the notice of completion for the Project is recorded with the County recorder.

15.2. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Inspector only for the Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Inspector. Notice shall be deemed given when received by the Inspector or no later than three (3) days after the day the notice was mailed, whichever is sooner.

15.3. **Without Cause by Inspector.** Inspector may not terminate this Agreement without cause.

15.4. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

15.4.1. Material violation of this Agreement by the Inspector; or

15.4.2. Any act by Inspector exposing the District to liability to others for personal injury or property damage;
or

- 15.4.3. Inspector is adjudged a bankrupt, Inspector makes a general assignment for the benefit of creditors or a receiver is appointed on account of Inspector's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the Services from another project inspector. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Inspector shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 15.5. **With Cause by Inspector.** Inspector may only terminate this Agreement after giving written notice of intention to terminate for cause and the expiration of the time to cure. Cause shall only include:

15.5.1. Material violation of this Agreement by the District, or

15.5.2. Failure of the District to timely pay undisputed Inspector invoices.

Written notice by Inspector shall contain the reasons for such intention to terminate and unless within thirty (30) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) calendar days cease and terminate. During the thirty (30) calendar days the Inspector shall continue providing Services to the District until the Agreement ceases and terminates. In the event of this termination, the District may secure the Services from another Inspector.

- 15.6. **Documentation upon Termination.** Upon termination, Inspector shall provide the District with all documents produced maintained or collected by Inspector pursuant to this Agreement, whether or not such documents are final or draft documents.

16. **Indemnification.** To the furthest extent permitted by California law, Inspector shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Inspector, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, and/or this Agreement, including without limitation the payment of all consequential damages.

17. Insurance

- 17.1. Inspector shall procure and maintain during the life of the Project the following insurance with minimum limits equal to the amount indicated below.

17.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Inspector, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from any portion of the Services.

17.1.2. **Workers' Compensation and Employers' Liability Insurance.** In accordance with provisions of section 3700 of the California Labor Code, Inspector shall be required to secure workers' compensation coverage for its employees. In addition, the Inspector shall provide Employers' Liability Insurance for all of its employees engaged in any work on the Project. If any class of employee or employees engaged in work under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained

before any of those employee(s) commence work under this Agreement.

- 17.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Inspector's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Professional Liability	\$ 2,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

- 17.2. **Proof of Carriage of Insurance.** Inspector shall not commence any work under this Agreement until all required insurance has been obtained and certificates indicating the required coverages have been delivered in duplicate to District and approved by District. Certificates and insurance policies shall include the following:

17.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

17.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

17.2.3. An endorsement stating that District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Inspector's insurance policies shall be primary to any insurance or self-insurance maintained by District.

17.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.

- 17.3. **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, unless otherwise acceptable to District and agreed upon in writing.

18. **Assignment.** The obligations and liabilities of the Inspector pursuant to this Agreement shall not be assigned voluntarily by the Inspector nor assigned by operation of law, without express written consent of the District.

19. **Binding Contract.** This Agreement shall be binding upon the Parties hereto and upon their successors and assigns and shall inure to the benefit of the Parties and their successors and assigns.

20. **Compliance with Laws.**

- 20.1. **Generally.** Inspector shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Inspector shall give all notices required by any law, ordinance, rule and regulation bearing on the Services indicated or specified. If Inspector observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Inspector shall notify the District, in writing, and, at the sole option of the District, any necessary

changes to the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Inspector receipt of a written termination notice from the District. If Inspector performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Inspector shall bear all costs arising therefrom.

- 20.2. **Compliance with Applicable Laws.** Inspector shall conform to the following specific rules and regulations as well as all other applicable laws, ordinances, rules, and regulations. Nothing in the drawings, plans and specifications is to be construed to permit Construction Work not conforming to these codes.

20.2.1. California Code of Regulations, Title 24, including amendments, in the edition referenced in the Contract Documents.

20.2.2. Regulations of the State Fire Marshall (Title 19, California Code of Regulations) and applicable local fire safety codes.

20.2.3. Labor Code of the State of California - Division 2, Part 7, Public Works and Public Agencies.

20.2.4. Education Code of the State of California

20.2.5. Industrial Accident Commission's Safety Orders, State of California.

20.2.6. National Electrical Safety Code, U. S. Department of Commerce.

20.2.7. National Board of Fire Underwriters' Regulations.

20.2.8. Manual of Accident Prevention in Construction, latest edition, published by the American General Contractors of America.

Inspector certifies that it is aware of the provisions of California Labor Code, the California Code of Regulations, and/or precedential decisions of the California Department of Industrial Relations and/or any of its subsidiary divisions 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 Inspector is performing Services as part of an applicable "public works" or "maintenance" project, and since the total compensation is \$1,000 or more, Inspector agrees to fully comply with and to require its consultant(s) to fully comply with all applicable Prevailing Wage Laws.

21. **Certificates/Permits/Licenses.** Inspector and all Inspector's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of the Services. Except for any license or permits furnished by District, Inspector shall be fully responsible for identifying and obtaining all necessary licenses and permits for the timely prosecution of the Services.
22. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Inspector agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and District policy. Inspector and each subconsultant shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Inspector or subconsultants. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. In addition, the Inspector agrees to require like compliance by all its subcontractor(s).
23. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Inspector performing of any portion of the Services.
24. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds

allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least 3 percent, per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, Inspector must submit, upon request by District, appropriate documentation to District identifying the steps Inspector has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.

25. **Interaction with the Media and Public.** Inspector shall promptly refer all inquiries from the news media or public to District and shall not make any statements to the media or the public relating to the Services. If Inspector receives a complaint from a citizen or the community, Inspector shall promptly inform the District about the complaint.
26. **Taxes.** Inspector shall be liable and solely responsible for paying all required taxes and other obligations, including but not limited to federal and state income taxes and social security taxes payable in connection with the Services and this Agreement. Inspector agrees to release, indemnify, defend, and hold District harmless from and against any worker's compensation or any tax liability which District may incur to any Federal or State governments with jurisdiction as a consequence of this Agreement. All payments made to Inspector may be reported to the Internal Revenue Service.
27. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
28. **District's Evaluation of Inspector and Inspector's Employees and/or Subcontractors.** District may evaluate Inspector in any manner which is permissible under the law. District's evaluation may include, without limitation:
 - 28.1. Requesting that District employee(s) evaluate Inspector and Inspector's employees and subcontractors and each of their performance.
 - 28.2. Announced and unannounced observance of Inspector, Inspector's employee(s), and/or subcontractor(s).
29. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
30. **Disputes.** All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. If this method proves unsuccessful, then all claims, disputes or controversies as stated above may be decided through arbitration, if agreed to by all Parties.
31. **Confidentiality.** Inspector and all personnel designated by Inspector to perform under this Agreement shall maintain the confidentiality of all information received in the course of performing any work pursuant to this Agreement. This requirement to maintain confidentiality shall extend beyond the effective termination date of the Agreement.
32. **Employment with Public Agency.** Inspector, if an employee of another public agency, agrees that Inspector will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
33. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service, addressed as follows:

District:

Downey Unified School District
11627 Brookshire Avenue
Downey, CA 90241
ATTN: Annie Aung

Inspector:

Sandy Pringle Associates, Inc.
1108 Sartori Ave., #300
Torrance, CA 90501
ATTN: Richard Hak

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

34. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties for the Services and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
35. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
36. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
37. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
38. **Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
39. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, expert fees, court costs and attorney's fees.
40. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
41. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
42. **Signature Authority.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party represents s(he) has been properly authorized and empowered to enter into this Agreement.
43. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
44. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
45. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein.
46. **Incorporation of RFQ/RFP & Proposal and Interpretation of Documents.** If the Parties enter into this Agreement as a result of a Request for Qualifications and/or a Request for Proposal ("RFQ/RFP"), the RFQ/RFP and Inspector's proposal are hereby incorporated into this Agreement. If a conflict exists between this Agreement and the RFQ/RFP and/or the Inspector's Proposal, this Agreement shall control over the RFQ/RFP, which shall control over Inspector's Proposal. In no case shall a document calling for lower quality material or workmanship control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: December 14, 2021

Downey Unified School District

Signature: _____

Print Name: Christina Aragon

Print Title: Associate Supt. Bus. Svcs.

Dated: November 29, 2021

Sandy Pringle Associates, Inc.

Signature: 

Print Name: Sandy Pringle

Print Title: Principal

Information regarding Inspector:

Inspector: Ryan Ahmu

License No.: DSA Class 3 #6072

DIR No.: 1000005679

Address: 1108 Sartori Ave., #300

Torrance, CA 90501

Telephone: 310-787-8811

Facsimile: 310-787-8833

E-Mail: RyanA@PringleAssociates.com

33-0925085 :

Employer Identification and/or Social Security Number

NOTE: Title 26, United States Code sections 6041 and IRS reporting rules require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. These rules also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Type of Business Entity:

- ☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☒ Corporation, State: California
☐ Limited Liability Company
☐ Other: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

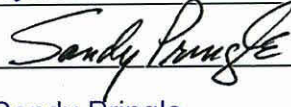
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which 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 I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 11/29/2021

Proper Name of Inspector: Ryan Ahmu

Signature: 

Print Name: Sandy Pringle

Title: Principal

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the two boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Agreement for Project Inspection Services ("Agreement"):

X Inspector's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Inspector's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Inspector for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: December 6, 2021

District Representative's Name and Title: Vince Madsen, Sr. Director, Facilities Planning & Development

Signature: _____

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Inspector's services under this Agreement and Inspector certifies its compliance with these provisions as follows: *"Inspector certifies that the Inspector has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Inspector's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Inspector, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

☐ Inspector's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

_____ The installation of a physical barrier at the worksite to limit contact with pupils.

_____ Continual supervision and monitoring of all Inspector's on-site employees of Inspector by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

_____ Surveillance of Employees by District personnel. **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]**

Date: _____

District Representative's Name and Title: _____

Signature: _____

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Inspector that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

[MUST BE COMPLETED BY INSPECTOR'S AUTHORIZED REPRESENTATIVE.] I am a representative of the Inspector entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Inspector.

Date: _____

Name of Inspector or Company: _____

Signature: _____

Print Name and Title: _____

11/29/2021

Sandy Pringle Associates, Inc.

Sandy Pringle
Sandy Pringle, Principal

Exhibit A
IR-7 Inspector Certification and Approval
IR-8 Project Inspector and Assistant Inspector Duties and Performances

INSPECTOR CERTIFICATION AND APPROVAL: 2016, 2013, 2010 and 2007 CAC

Disciplines: Structural	History:	Revised 07/18/18	Revised 04/24/12
		Revised 08/21/17	Revised 09/18/07
		Revised 06/20/17	Revised 06/01/06
		Revised 10/10/16	Revised 09/10/02
		Revised 02/22/13	Issued 09/01/99

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 Regulations (IR) provides clarification of specific Code requirements relating to the certification and approval of school construction project inspectors. All project inspectors must complete this two-step process of certification and approval by DSA before they are permitted to work on school construction projects.

BACKGROUND: Certification and Approval – A Two-Step Process

Certification: Section 1 of this IR explains how to become a DSA-certified project inspector and maintain such certification. Certification is the first step in becoming a school construction project inspector. Certification attests that the inspector is qualified to inspect construction projects under DSA jurisdiction.

Approval: Section 2 describes the DSA approval requirements and process for a project inspector to perform inspections on a particular project. Approval is the second step. This step occurs on every project. Approval of the project inspector by a DSA Regional Office must be obtained before the inspector is permitted to work on a project. Duties of inspectors are described in *IR A-8: Project Inspector and Assistant Inspector Duties and Performance*. The acceptance and approval of assistant inspectors is described in *IR A-12: Assistant Inspector Approval*.

INTERPRETATION:

1. CERTIFICATION OF THE INSPECTOR: As required by law, all project inspectors must be certified through the DSA Project Inspector Examination Program.

Examinations are given in each of four project classes. The examinations measure the applicant's ability to read and comprehend construction plans and the California Building Standards Code.

The DSA Project Inspector Examination Program does **not** qualify an applicant as a "special" inspector.

1.1 Class 1 Projects and the Class 1 Examination: Projects that are designated as Class 1 must contain one or more "Class 1 structures" (as defined below) but may also contain Class 2, Class 3 or Class 4 structures. The Class 1 examination is comprehensive; it tests the applicant's knowledge of Class 1, Class 2, Class 3 and Class 4 structures, and related code requirements.

Class 1 Structures

- Buildings or additions of 2,000 square feet in floor area or greater that utilize materials other than wood-frame shear walls (masonry/concrete shear walls, steel brace frames, concrete, or steel moment-resisting frames) as the primary lateral-load resistive system.

INSPECTOR CERTIFICATION AND APPROVAL: 2016, 2013, 2010 and 2007 CAC

- Substantial structural alterations to the gravity and/or lateral load-resisting system of the building types described above.

- 1.2 Class 2 Projects and the Class 2 Examination:** Projects that are designated as Class 2 must contain one or more "Class 2 structures" (as defined below) but may also contain Class 3 or Class 4 structures. The Class 2 examination tests the applicant's knowledge of Class 2, Class 3 and Class 4 structures, and related code requirements.

Class 2 Structures

- Buildings or additions over 2,000 square feet in floor area that utilize wood-frame shear walls as the primary lateral load-resistive system. Projects may be single- or multi-level, with no upper limit in floor area. The project may contain incidental masonry, concrete and/or structural steel construction (e.g., gravity load carrying columns and beams). Buildings may have isolated exceptions to the lateral load-resistive system, such as a steel brace frame at one location in the structure. Cellular or communication poles (not including truss towers) and field or stadium lights are considered Class 2 structures.
- Buildings or additions of less than 2,000 square feet in floor area that have primary lateral load-resistive systems utilizing concrete, masonry or steel construction. A single-story masonry building with a regular configuration, a floor area of less than 7,000 square feet, and a wood-frame roof structure may be considered to be a Class 2 structure. Steel cantilevered structures of a repetitive nature (e.g., carports with solar panels, etc.) exceeding 2,000 square feet in area may be considered a Class 2 structure unless DSA determines the nature or complexity warrants a higher classification.
- On-site construction of two-story permanent modular buildings.
- Alteration/modernization and reconstruction projects that exceed the limitations of the Class 3 scope of work and do not include substantial alterations to structural systems of concrete, steel or masonry.
- Non-building structures that exceed the limitations of the Class 3 scope of work.

- 1.3 Class 3 Projects and the Class 3 Examination:** Projects that are designated as Class 3 must contain one or more "Class 3 structures" (small buildings of wood-frame construction and/or alteration/modernization projects) but may also contain Class 4 structures. The Class 3 examination tests the applicant's knowledge of both Class 3 and Class 4 structures, and related code requirements.

Class 3 Structures

- Buildings or additions of wood frame, single-story construction, with conventional (spread footing) concrete foundations and a total floor area less than 2,000 square feet. Structures must utilize wood-frame shear walls as the primary lateral load-resistive system. The project may include isolated steel or concrete elements (e.g., steel or concrete columns).
- Structural alteration projects limited to wood-frame, single-story construction. When deemed appropriate by DSA, alterations to (or addition of) isolated steel, masonry or concrete elements may be included in Class 3 projects. For example, alterations or additions to relocatable buildings or cell tower appurtenances may be considered a Class 3 project. However, alteration projects involving significant changes to the lateral load-resisting system may be classified as Class 1 or 2 projects.
- Alteration and modernization projects that are primarily non-structural, such as electrical, mechanical, plumbing, accessibility features and site improvement work.

INSPECTOR CERTIFICATION AND APPROVAL: 2016, 2013, 2010 and 2007 CAC

- Non-building structures, such as signs and poles, less than 35 feet in height, bleachers with a maximum of five rows of seats, walls less than 10 feet in height above grade, and single-story canopies less than 200 square feet in horizontal projected area.
- 1.4 Class 4 Projects and the Class 4 Examination:** Projects that are designated as Class 4 only include "Class 4 structures" (site installation of pre-manufactured, single-story relocatable buildings and related sitework). The Class 4 examination tests the applicant's knowledge of Class 4 structures and related code requirements.
- 1.5 Relocatable Building Inspector - In-Plant ("RBIP" Inspectors):** Inspectors of factory-built relocatable buildings must either be a DSA certified RBIP inspector or a Class 1, 2 or 3 DSA certified project inspector. All appropriately certified project inspectors (i.e., project inspector class is consistent with the classification of factory-built relocatable buildings) and inspectors on the approved RBIP list will be eligible to perform RBIP inspection on projects under DSA jurisdiction. As of January 1, 2012, DSA no longer issues RBIP certifications. DSA certified or RBIP inspectors having an AWS CWI or SCWI certification and who will be performing structural welding inspection may indicate such on their form *DSA 5-IPi In-Plant Project Inspector Qualification and Approval* (see Section 0 of this IR) without need for filing a separate form *DSA 5-SI: Special Inspector Qualification and Approval*.
- 1.6 Expiration and Recertification:** An inspector's certification expires four years from the date of issue. To renew the certification, each inspector must complete the requirements of the DSA inspector recertification program every four years. The recertification program consists of the DSA Academy Project Inspector Overview Class, a recertification seminar and examination conducted by DSA, and may include applicable continuing education courses acceptable to DSA that are presented by other entities acceptable to DSA. Further information regarding the requirements of recertification may be obtained online at:

www.dgs.ca.gov/DSA/Services/Page-Content/Division-of-the-State-Architect-Services-List/Apply-and-Maintain-Project-Inspector-Certification.

For information on the Project Inspector Overview Class, refer to

www.dsaacademy.dgs.ca.gov/registration/class.asp?id=22.

- 1.7 For Specific Examination Information:** The DSA project inspector examination program is administered by the DSA Headquarters Office. For information regarding the examination schedule, locations, examination fees, or to obtain an application, contact DSA by phone at (916) 443-9932, or at:

www.dgs.ca.gov/-/media/Divisions/DSA/Publications/inspector_program/2019_ProjectInspectorPackage

- 2. APPROVAL OF THE PROJECT INSPECTOR:** As required by law, all project inspectors must be DSA-approved for work on each individual project. All DSA project inspectors must maintain valid certification throughout the duration of assignment to any project and fulfill the requirements of DSA's recertification program as necessary. Newly certified project inspectors without prior DSA project inspection experience shall complete the DSA Project Inspector Overview Class prior to inspecting their first project.

To apply for approval, the Design Professional in General Responsible Charge must submit a form *DSA 5-PI: Project Inspector Qualification and Approval*, to the appropriate DSA Regional Office to ensure DSA approval of the inspector prior to the start of construction. For projects involving construction of permanent modular or relocatable buildings, the submittal requirements are the same except the design professional delegated responsibility for the observation of in-plant construction in Section 1.0 or, when subdelegated, Section 1.1 of the form *DSA 1-MR Application for New Manufactured Permanent Modular or Relocatable Buildings*, shall submit form *DSA 5-IPi* instead.

INSPECTOR CERTIFICATION AND APPROVAL: 2016, 2013, 2010 and 2007 CAC

For approval on Class 1 and Class 2 projects: Before submitting a form DSA 5-PI or DSA 5-IPI (when applicable) for Class 1 or Class 2 projects, the Design Professional in General Responsible Charge must consult the DSA field engineer assigned to the project by the DSA Regional Office. The design professional and the DSA field engineer must review the inspector's qualifications for the project with regard to DSA approval criteria (see *DSA Approval of the Project Inspector* in Section 2.1.5 of this IR). The use of assistant inspectors must also be considered at this time (see DSA IR A-12).

2.1 Review of the Inspector's Qualifications by the School District and Responsible Design Professionals: The following five items must be reviewed by the Design Professional in General Responsible Charge, the structural engineer delegated responsibility for observation of construction, and the school district prior to submitting the form DSA 5-PI or DSA 5-IPI (when applicable) to the respective DSA Regional Office for inspector approval:

2.1.1 The Class of the Inspector's Certification and the Project Class: The project's classification is determined by DSA during plan review, and is indicated on the Approval of Plans notification (issued after DSA approval of plans and specifications). The project classification can also be checked online at DSA's eTracker website at

<https://www.apps2.dgs.ca.gov/dsa/tracker/ProjectStatus.aspx>.

Project inspectors with Class 1 certification may apply for DSA approval to inspect *any* project. Project inspectors with Class 2 certification may apply for approval to inspect projects that are designated as Class 2, 3 or 4. Project inspectors with Class 3 certification may apply for approval to inspect projects that are designated as Class 3 or 4. Project inspectors with Class 4 certification may apply for approval only on Class 4 projects.

2.1.2 Inspector's Work Experience: DSA approval is contingent upon the inspector's experience in inspection or construction work on building projects of a type similar to that of the individual project for which the inspector is applying. The inspector must describe, on the form DSA 5-PI or DSA 5-IPI (when applicable), qualifying experience from three building construction projects. Qualifying experience is defined by the types of duties performed and the types of projects on which those duties were performed.

Types of Duties: Prior job positions and responsibilities are the primary considerations of qualifying experience. The inspector's prior responsibilities for either inspection or construction should include experience with the trades that will be utilized on the project for which the inspector is applying. Job positions that may provide qualifying experience include:

- Project inspector (providing continuous inspection of an entire project). Prior experience as a project inspector is required for Class 1 and large Class 2 projects.
- Office of Statewide Health Planning and Development (OSHPD) Class A inspector.
- DSA-approved assistant inspector.
- General contractor's field superintendent.
- For Class 4 projects only, special inspector or construction trade journeyman. These positions provide qualifying experience only in the specific trade(s) in which the individual worked.

Other job positions are unlikely to provide sufficient experience for approval by DSA as a project inspector.

INSPECTOR CERTIFICATION AND APPROVAL: 2016, 2013, 2010 and 2007 CAC

Types of Projects: The types of projects that provide qualifying experience must be relevant to the type of project for which the inspector is applying. Project aspects (both for prior projects and the project for which the inspector is applying) that must be considered include:

- Materials of the structural system (wood-frame, concrete, masonry, steel).
- Complexity of the structural system (configuration of buildings, number of floors and unusual design features).
- Size (square footage of new construction, total construction cost).

2.1.3 On-Site Presence of the Project Inspector: Two important aspects must be considered:

During Construction: The inspector must be present on the job-site or in the plant (for permanent modular or relocatable buildings) as needed to provide continuous inspection of all the work (refer to California Administrative Code [CAC] Section 4-342[b]1 for additional information). The inspector's schedule must allocate sufficient time to perform all required duties on the project for which the inspector is applying.

The inspector must indicate on the form DSA 5-PI or DSA 5-IPI (when applicable) whether presence on the job-site will be full-time (40 hours per week or more) or part-time (less than 40 hours per week). Large projects usually require a full-time commitment from the inspector.

Time Commitment: If the inspector has other work commitments concurrent with the project for which the inspector is applying, each school project, each non-school project, and/or any other employment commitment must be described as indicated on the form DSA 5-PI or DSA 5-IPI (when applicable). If the combined work between multiple projects is approximately 60 or more hours per week, the following is required:

- Justification that sufficient time will be spent on the project while accounting for travel between projects.
- When requested, a workload schedule accounting for all work commitments that is coordinated with the construction schedule for the project for which the inspector is applying.
- A notification to all school districts and DSA field engineers for those multiple projects.
- Letters or emails of acknowledgement from those school districts and, when requested, DSA District Structural Engineers working on those projects must be included with the form DSA 5-PI or DSA 5-IPI (when applicable).

Any future increase in workload on non-DSA projects beyond that identified in the form DSA 5-PI or DSA 5-IPI (when applicable) without a corresponding workload decrease (i.e., a net increase) thereby resulting in a total workload of approximately 60 or more hours per week shall be communicated to the respective DSA field engineer for their consideration of whether adequate on-site inspector presence can be maintained.

During the initial inspector evaluation for the project, the responsible design professionals, the school district and DSA must conclude that the inspector's schedule will allow for an adequate presence on the job-site. In the event that the school district, the responsible design professional(s) or DSA conclude that the inspector's schedule as described on the form DSA 5-PI or DSA 5-IPI (when applicable) will not allow for sufficient presence on the job-site, the inspector will be afforded an opportunity to provide additional information for re-evaluation.

INSPECTOR CERTIFICATION AND APPROVAL: 2016, 2013, 2010 and 2007 CAC

- 2.1.4 School District and Design Professional's Interview of the Inspector:** DSA recommends that the school district and the responsible design professional(s) conduct a personal interview with the inspector before signing the form DSA 5-PI or DSA 5-IPI (when applicable).

The following points should be considered:

- Inspector's knowledge of his/her role and responsibilities, job duties and limits of authority.
- Inspector's characteristics that are necessary to develop and maintain satisfactory working relationships. Such characteristics include effective communication skills, patience, determination, consistency and the ability to exercise sound judgment.
- Inspector's physical ability and stamina to inspect all construction, and to maintain a responsive presence on the job.
- Inspector's ability to provide a responsive presence on the job while accounting for time commitment on other concurrent projects and travel time between them.
- Inspector's knowledge of construction methods, building materials, material testing/special inspection procedures and building codes applicable to the project. The inspector must be able to read and readily comprehend the requirements of the project plans and specifications.

- 2.1.5 DSA Approval of the Project Inspector:** The project inspector must be DSA-approved for each individual project. The DSA field engineer's approval of the proposed inspector is based on the following criteria:

- The proper relationship between the class of the inspector's certification and the project's classification, as described in Section 2.1.1.
- The inspector's work experience, as described in Section 2.1.2.
- The inspector's workload and time commitment to the project, as described in Section 2.1.3.
- The utilization of assistant inspector(s), as described in DSA IR A-12.
- Satisfactory performance on previous school construction projects.
- Verification that the inspector is employed by the school district.
 - **Exception:** Manufacturer's stockpile projects shall have the DSA-accepted Laboratory of Record employ the in-plant inspector.
- Verification that newly certified inspectors without prior DSA project experience have completed the DSA Project Inspector Overview Class prior to inspecting their first project.

If the inspector meets the requirements for approval, the DSA field engineer or field supervisor will sign the form DSA 5-PI or DSA 5-IPI (when applicable), which indicates DSA approval. A copy of the signed form DSA 5-PI or DSA 5-IPI (when applicable) will be posted to DSA's electronic filing system as indicated in PR 13-01: Construction Oversight Process.

If DSA is unable to grant approval, the form DSA 5-PI or DSA 5-IPI (when applicable) will be promptly returned to the Design Professional in General Responsible Charge, with documentation of the reason(s) why approval was not granted. The proposed inspector may be reconsidered for approval if these documented reasons are

INSPECTOR CERTIFICATION AND APPROVAL: 2016, 2013, 2010 and 2007 CAC

satisfactorily addressed on the resubmitted form DSA 5-PI or DSA 5-IPI (when applicable).

WITHDRAWAL OF APPROVAL AND/OR CERTIFICATION: The DSA field engineer observes the project inspector's performance of code-prescribed duties during the course of construction. IR A-8 describes the required duties and responsibilities of the project inspector. Failure to perform duties as required may result in the withdrawal of approval and/or certification of the project inspector. Should the school district terminate the inspector's employment prior to project completion, the school district shall confer with DSA and provide the basis for termination. The architect or structural engineer in general responsible charge shall obtain DSA approval of a replacement project inspector prior to continuation of construction work.

REFERENCES:

California Code of Regulations Title 24
Part 1: California Administrative Code
Sections 4-211, 4-238, 4-333, 4-333.1 and 4-341
California Health and Safety Code, Section 16017
California Education Code, Sections 17311 and 81143

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.

PROJECT INSPECTOR AND ASSISTANT INSPECTOR DUTIES AND PERFORMANCE: 2016, 2013, 2010, and 2007 CAC

Disciplines: Structural	History:	Revised 10-03-07
	Revised 05-23-16	Revised 05-16-07
	Revised 07-17-13	Revised 06-01-06
	Revised 08-09-12	Revised 01-28-02
	Revised 11-03-08	Issued 01-01-99 as IR 17-2

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 Regulations (IR) provides clarification of specific Code requirements related to the duties of project inspectors and assistant inspectors.

Background: There are three types of inspectors who may perform code-required inspections on DSA projects:

- **Project Inspector** - is responsible for ensuring that all code-prescribed inspections and administrative duties are completed, including supervision of assistant inspectors and monitoring of special inspectors. The DSA certified Class 1 project inspector may utilize one or more assistant inspectors to assist in performing inspection and administrative duties on a project.
- **Assistant Inspector** - may be required to assist a DSA certified Class 1 project inspector by providing inspection and administrative assistance to the project inspector on a project. An assistant inspector must be qualified by obtaining DSA certification as a project inspector. Qualified assistants must be approved by DSA for each project as explained in *IR A-12: Assistant Inspector Approval: 2016, 2013, 2010 and 2007 CAC*.
- **Special Inspector** - a specially qualified person utilized, where required by code, to inspect specific aspects of the work, such as structural steel welding or masonry construction. A special inspector may be hired by the laboratory of record or through an independent contract with the school district or owner. Refer to *IR 17-4: Basics of Structural Tests and Special Inspections* and *IR 17-6: Structural Special Inspector Duties and Responsibilities* for additional information.

1. REQUIRED DUTIES OF THE PROJECT INSPECTOR: The project inspector must perform specific duties in accordance with California Administrative Code (CAC), Title 24, Part 1 (Sections 4-211, 4-219, 4-333 and 4-342). The project inspector acts under the direction of the design professional in general responsible charge and is subject to supervision by DSA. The project inspector does not have the authority, under Title 24, to direct the contractor in the execution of the work or to stop the work of construction.

The project inspector's responsibilities include:

- A thorough understanding of all requirements of the construction documents.
- Inspection of all portions of the construction for compliance with the requirements of the DSA approved construction documents.
- Identification, documentation, and reporting of deviations using form *DSA 154: Notice of Deviations / Resolution of Deviations* in the construction from the requirements of the DSA approved construction documents.
(Refer to DSA Procedure *PR 13-01: Construction Oversight Process* for additional information.)

- Submittal of interim and final verified reports (forms *DSA 152: Project Inspector Card* and *DSA 6-PI: Project Inspector Verified Report*, respectively; *DSA 152-IPI: In-Plant Inspector Inspection Card / Verified Report* for in-plant inspector) per PR 13-01. At the conclusion of the project any outstanding deviations must be noted on the form *DSA 6-PI* or, for the in-plant inspector, *In-Plant Inspector Inspection Card/Verified Report* (form *DSA 152-IPI*).

Lack of compliance with the duties described above, the next section below, or detailed in PR 13-01 may result in a non-compliance recording on the Project Inspector Performance Review (form *DSA 119: Project Inspector Verified Report*.) The project inspector is prohibited from performing functions associated with actual construction work such as the following:

- Performing construction work.
- Ordering or purchasing materials.
- Directing the work of the contractor, subcontractor(s), volunteer labor, or any entity performing construction work.
- Coordinating or scheduling the construction work.
- Performing "quality control" of construction. Quality control is the responsibility of the contractor. Quality assurance is the responsibility of the inspector.

The project inspector may perform duties for the school district or owner that are not code-prescribed as long as such duties do not interfere with inspection duties. It is the inspector's responsibility to report all ancillary duties to DSA, the design professional in general responsible charge, and the structural engineer. The inspector shall also report unforeseen time demands that are impacting, or will impact, his or her ability to perform code-prescribed duties.

DSA may approve a project inspector when, in the opinion of DSA, these ancillary duties would not create a conflict of interest. DSA may withhold approval of a project inspector or withdraw approval at any time if the appearance of a conflict of interest arises.

2. SEVEN CATEGORIES OF CODE-PRESCRIBED DUTIES OF THE PROJECT

INSPECTOR: The code-prescribed duties of the project inspector have been organized into the following seven categories.

2.1 CATEGORY 1 - Inspector's Job File: The inspector must maintain the following records at the job site during construction in an organized, readily accessible manner:

1. DSA approved (stamped and initialed) plans and specifications (printed copy).
2. DSA approved testing and inspection list (form *DSA 103: List of Required Structural Tests and Special Inspections*). The *DSA 103* may be incorporated into drawings or specifications (printed copy).
3. DSA approved deferred submittals as required by DSA approved plans (printed copy).
4. DSA approved project addenda and revisions (printed copies) with identification marks made on the original DSA approved construction documents indicating changes made by these documents.
5. DSA approved construction change documents Category A with a log of all construction changes and identification marks made on the original DSA approved construction documents indicating changes made by these documents.
6. Project Inspection Card (form *DSA 152*) and, when applicable, form *DSA 152-IPI*.

7. Copies of contractor submittals (construction schedules, shop drawings, certificates, product labels, concrete trip tickets, etc.) accepted by applicable design professionals.
8. Communication log referencing all significant project construction related communications, such as contractor's requests for information (RFI), responses to RFIs, DSA communications (field trip notes, etc.), architect's supplemental instructions, information bulletins, and project related meeting minutes and/or notes.
9. Deviation notices using form DSA 154 with a log (summary record) indicating resolution status for each deviation. Notice of resolution of deviations using form DSA 154.
10. Records of concrete placing operations.
11. Evidence of continuous inspection, such as daily inspection reports.
12. Both structural/materials and fire/life safety testing reports as well as special inspection reports.
13. Identification of responsible groups/individuals, including the project inspector, for both structural/material and fire/life safety related tests and special inspections.
14. Completed semi-monthly reports (form *DSA 155: Project Inspector Semi-Monthly Report and Instructions*).
15. Verified reports from all parties required to file verified reports.
16. DSA field trip notes (form *DSA 135: Field Trip Note* or comparable) from prior visits and attachments indicating resolution of each field trip note item requiring action.
17. California Building Standards Codes (Title 24) applicable to the project, such as the following: Part 1 CAC; Part 2, Volumes 1 and 2 CBC; Part 3 California Electrical Code (CEC); Part 4 California Mechanical Code (CMC); Part 5 California Plumbing Code (CPC); Part 6 California Energy Code. The code edition must be as referenced on the DSA approved plans and specifications. The project inspector should have access to applicable structural referenced standards as needed for particular project inspection activity.
18. Any other documents required to provide a complete record of construction.

The job file records listed above may be maintained in paper (i.e., hard copy) and/or electronic format, unless otherwise specified above. If any records are maintained electronically, full viewing access shall be given to the school district, DSA personnel and others needing access. The Project Inspector Performance Review (form DSA 119) provides guidance for required recordkeeping and duties. It may be used by the DSA field engineer, per Section 3.1 of this IR. At the completion of the project, the project inspector shall transfer the job file, with the exception of building codes and reference standards, to the school district, which shall maintain the job file as part of the permanent school district records. If the project inspector is, for any reason, terminated prior to the completion of the project, they shall ensure transfer of the job file. This occurrence requires the project inspector to personally provide a copy of the entire job file (with the exception of building codes and standards) to the assuming project inspector and to the school district. A copy of the entire job file shall be made available to DSA upon request (refer to PR 13-01 for additional information).

- 2.2 CATEGORY 2 - Inspector's Comprehension of the Construction Documents:** The project inspector must study and fully comprehend the requirements of the construction documents in order to provide competent inspection of the work. It is necessary for the inspector to possess a thorough understanding of the requirements of the plans and specifications *before* that portion of the work is performed.

The inspector must:

- Consult the responsible design professional(s) to resolve any uncertainties in the inspector's comprehension of or seeming errors in the approved construction documents prior to construction of that portion of the work.
- Review requirements for each phase of the construction with the contractor prior to commencing that phase of the work. Good communications will prevent construction errors from occurring.
- Readily identify noncompliant work as the construction progresses to facilitate prompt corrective action.
- Verify code compliant implementation of both the structural/materials and fire/life safety testing as well as the special inspection program.

CAC, Title 24, Part 1, Section 4-343, specifies that the contractor must direct inquiries regarding document interpretation (including Requests for Information (RFI)) to the design professional in general responsible charge, through the inspector. This code provision requires the contractor to involve the inspector in the interpretation and clarification of the construction documents.

- 2.3 CATEGORY 3 - Continuous Inspection of the Work:** Continuous inspection means complete and timely inspection of every part of the work, including any and all work beyond the inspected structural, fire/life safety or accessibility portions of the work, such as mechanical, electrical, plumbing, etc. Title 24, Part 1 requires prompt inspection of all the work as it progresses. Title 24, Part 1 also requires that prompt verbal notification be made to the contractor of any deviation so that the deviation can be immediately corrected. Use DSA 154 to report structural, fire/life safety or accessibility deviations that do not receive immediate corrective action. Use DSA 155, Section B on page 2, to report deviations affecting other work.

Work such as concrete work or masonry work, which can be inspected only as it is placed, requires the constant presence of the inspector. Certain types of work which can be completely inspected after the work is installed may be carried out while the inspector is not present, provided that the inspector promptly identifies and reports all deviations.

The project inspector must have personal knowledge of the construction obtained through the project inspector's own physical inspection of the work in all stages of its progress. When special inspectors or approved assistant inspectors are used on a project, the project inspector's personal knowledge may include that knowledge obtained from these individuals. The project inspector must keep a log of time spent on site and report any unforeseen time demands that are impacting or will impact his or her ability to perform code-prescribed duties.

- 2.4 CATEGORY 4 - Records of Inspections:** The inspector must maintain detailed records of all inspections. The inspector's records must provide comprehensive and timely documentation of the inspected work, promptly identifying all compliant and noncompliant construction. These records must be readily accessible and maintained in an organized manner as described in Section 2.1. The following are the inspection records that must be maintained at the job site:

- A systematic record of all materials and assemblies accepted by the applicable design professional (when applicable) and delivered to the project site.
- A systematic record of the inspection of all work required by the approved construction documents, including any modifications to the originally approved documents, such as approved addenda, revisions, or construction change documents. Marking properly completed work on a set of construction documents is a recommended method of verifying that the requirements of the plans and specifications have been met. The inspector must also record the resolution of reported deviations on form DSA 154.
- Construction procedure records per CAC, Title 24, Part 1, Section 4-342, including but not limited to, concrete placement operations and other records specified on the approved construction documents.
- Log of project inspector's and assistant inspector's time spent on site. DSA may require verification from the inspector of time spent at the job site during all phases of the work. The project inspector's maximum cumulative total number of hours permitted on one or more simultaneous projects must not exceed approximately 60 hours per week without justification and notification to districts in which all simultaneous projects occur. Refer to *IR A-7: Inspector Certification and Approval* for additional information.

2.5 CATEGORY 5 - Communications Required of the Inspector: The inspector must, during the course of construction, provide specific code-prescribed notices and reports to the responsible design professional(s), DSA, the school district, and the contractor. The inspector must maintain records of all communications. These records must be readily accessible (as noted in Section 2.1) and maintained in an organized manner. The date and recipients of all communications must be clearly indicated.

The inspector is required to provide the following communications during the course of a construction project:

2.5.1 Notifications to DSA: As required by CAC, Title 24, Part 1, Section 4-342 (b) 5 (see form *DSA 151: Project Inspector Notifications* and PR 13-01), including start of work, minimum 48 hours prior to completion of foundation trenches, minimum 48 hours prior to first concrete placement, and when work is suspended for more than one month.

Note: For the start of work, the project inspector shall use the date the contractor mobilizes on the project site to begin construction (or demolition, if demolition work is included in the project scope and in the DSA approved construction documents).

Notifications shall be made using form DSA 151 and submitted electronically as prescribed in PR 13-01.

2.5.2 Inspector's Semi-Monthly Reports: (See CAC, Title 24, Part 1, Section 4-337). The project inspector must make semi-monthly reports (on the 1st and 16th of every month) on the progress of construction. The semi-monthly report must be completed on the form DSA 155 and submitted in accordance with the procedures described in PR 13-01.

2.5.3 Deviation Notices: (See CAC, Title 24, Part 1, Section 4-342(b) 8.) When the inspector identifies deviations from the DSA approved plans and specifications, the inspector must verbally notify the contractor. If the deviation is not immediately corrected, the inspector is required to promptly issue a written notice

of deviation (form DSA 154) to the contractor and submitted electronically as prescribed in PR 13-01. The project inspector shall contact DSA by email at least 48 hours prior to scheduled work covering up uncorrected deviations. The status and resolution of all deviations must be documented on semi-monthly reports (form DSA 155).

2.5.4 Record of Communications to the Responsible Design Professional(s): All uncertainties in the inspector's or contractor's comprehension of or identification of seeming errors in the documents must be reported in writing (email is acceptable) to the responsible design professional(s).

2.5.5 Reporting for Projects with Work Stoppage: This may be required in cases where DSA issues a Stop Work Order, Order to Comply or a request for district/owner to stop work in accordance with *IR A-13: Stop Work and Order to Comply*. DSA may issue specific instructions to the project inspector for additional reporting and/or oversight of construction related to a documented noncompliant condition that is the cause of work stoppage.

2.5.6 Verified Reports: (refer to CAC Title 24, Part 1, Section 4-336). The project inspector shall submit verified reports (form DSA 6-PI and, when applicable, DSA 152-IP) directly to DSA, the responsible design professional(s) and the school district as described in PR 13-01.

The PI must also communicate to applicable parties how they addressed issues noted in communications (e.g., field trip notes, notifications, telephone calls, emails, letters, etc.) from DSA representatives or design professionals.

2.6 CATEGORY 6 - Inspector's Monitoring of Both the Structural/Materials and Fire/Life Safety Testing and Special Inspection Program: The inspector is responsible, under the direction of the design professional in general responsible charge, for monitoring the work of the laboratory of record (LOR) and any special inspectors and other technicians hired directly by the school district to ensure that all structural/materials and fire/life safety testing and special inspections required for the project are satisfactorily completed in accordance with the DSA approved documents. Those special inspections prescribed by Chapter 17A of the 2013 CBC Title 24, Part 2, which are performed by the project inspector, require detailed daily inspection reports by the project inspector.

The project inspector must monitor the following aspects of the structural/material and fire/life safety related testing and special inspection program:

- When DSA approval for special inspectors is required for district-employed special inspectors, the project inspector must identify and report any special inspectors on the job site that are not DSA approved on form DSA 155. The project inspector must contact the design professional in general responsible charge and/or the school district to resolve this as soon as possible.
- The project inspector must verify that the LOR is included on the [List of DSA Accepted Testing Laboratories](#) on the DSA website and is qualified to perform the project tests and inspections. If there are tests or inspections the LOR is not qualified to perform, the project inspector must contact the design professional in general responsible charge and/or the school district to resolve this as soon as possible.
- The project inspector must verify that the LOR and special inspectors have received sufficient advance notification to perform the required material sampling or special inspection.

- The project inspector is responsible for verifying that all required material sampling, structural and fire/life safety related tests and special inspections have been performed. The project inspector is also responsible to verify special inspector's possession of valid certifications for the work being inspected. The project inspector is also responsible to monitor any special inspector's on-site presence, performance of duties, the special inspector's documentation of complying and noncomplying work, and issuance of deviation notices.
- The project inspector is responsible for reviewing all structural/materials and fire/life safety related test and special inspection reports. The project inspector must report on semimonthly reports (DSA 155) the status and resolution of deviations (form DSA 154) reported by any LOR or special inspector.

Refer to IR 17-4 and IR 17-6 for additional information.

- 2.7 CATEGORY 7 - Monitoring of Assistant Inspectors:** The project inspector must provide technical guidance to assistant inspectors and must verify the assistant inspectors' comprehension of the construction documents. The project inspector must also monitor the assistant inspectors' performance, verifying that the assistant inspectors are properly checking the construction, recording inspections, and performing other assigned duties.

The project inspector must ensure that any assistant inspector is performing the duties indicated on the assistant inspector's approved form *DSA 5-A1: Assistant Inspector Qualification and Approval*. See IR A-12.

The project inspector must provide continuous onsite supervision of all assistant inspectors.

- 3. DSA OVERSIGHT:** Each DSA regional office has field engineers who conduct oversight of the project through review of documents and construction site visits. Each site visit typically includes the following:

- Monitoring of the project inspector's administration and documentation of project activities
- Observation of construction
- Documentation of site visit findings using DSA field trip notes (form DSA 135).

- 3.1 Project Inspector Performance Review:** The DSA field engineer may evaluate the project inspector's performance of code required duties for and administration of the project using the Project Inspector Performance Review (form DSA 119.) The purpose of the performance review is as follows:

- To verify:
 - Continuous inspection of all work, including any portion performed by assistant inspectors.
 - Comprehension of the DSA approved construction documents.
 - Proper oversight of the testing and inspection program.
 - Proper communications/notifications to DSA and others as well as response to or appropriate action taken based on prior DSA communications.
 - Completeness of the project inspector's records as described in the job file list in Section 2.1.

- To communicate:
 - With the project inspector and responsible design professional regarding the project inspector's performance.
 - Any project documentation or other issues during construction, such as project inspector's proper noting and communication of deviations and their resolutions, to facilitate timely project certification.

The form DSA 119 is a project record which is maintained in DSA project files as well as posted both in DSA's electronic submittal system ([DSAbbox](#)) and the [Project Inspector Performance Review Box](#). At the completion of a project, form Project Inspector Performance Record (form *DSA 180: Project Inspector Performance Record*) will be completed and posted to these same locations.

3.2 Observation of Construction by DSA: The DSA field engineer conducts a site walk to make observations as necessary to ascertain that inspections have been completed diligently. During the site visit, the DSA field engineer may provide guidance to the project inspector, as needed, to ensure enforcement of the CAC and approved construction documents.

3.3 DSA Field Trip Notes: At the conclusion of the site visit, the DSA field engineer issues a field trip note (form DSA 135) as described in PR 13-01. The field trip note indicates any findings by the field engineer that require action by the project inspector and/or the design professional(s) to ensure project compliance with Field Act requirements. The field trip note may include informational comments, including construction status and guidance given to the project inspector. The field trip note becomes a part of the DSA project records.

REFERENCES:

California Code of Regulations (CCR) Title 24

Part 1: California Administrative Code (CAC)

Sections 4-211, 4-212, 4-214, 4-219, 4-240, 4-241, 4-242, 4-333, 4-333.1, 4-334, 4-336, 4-337, and 4-342

California Health and Safety Code, Sections 16017 and 16021

California Education Code, Sections 17309, 17311, 81141 and 81143

This 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/18/2021

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 Cornerstone Specialty Insurance Services, Inc. 14252 Culver Drive, A299 Irvine CA 92604		CONTACT NAME: Aimee Guesno PHONE (A/C, No, Ext): (714) 731-7700 FAX (A/C, No): (714) 731-7750 E-MAIL ADDRESS: aimee@cornerstonespecialty.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: RLI Insurance Company	
		INSURER B: Travelers Casualty & Surety Co. of America	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED SANDY PRINGLE ASSOCIATES 1108 Sartori Ave., Ste. 300 Torrance CA 90501		NAIC # 13056	

COVERAGES **CERTIFICATE NUMBER:** 21/22 COVERAGES **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PSB0008331	05/29/2021	05/29/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ INCLUDED GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		PSA0002732	05/29/2021	05/29/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ INCLUDED
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED \$ RETENTION \$ OCCUR CLAIMS-MADE			PSE0004127	05/29/2021	05/29/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		PSW0004641	05/29/2021	05/29/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B				107097990	05/29/2021	05/29/2022	

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

RE: Project Inspection Services - Doty Middle School
Downey Unified School District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are Additional Insured for General Liability & Auto Liability but only if required by written contract with the Named Insured prior to an occurrence and as per attached endorsement. Coverage is subject to all policy terms and conditions. *30 days notice of cancellation, except for 10 days notice for non-payment of premium. For Professional Liability coverage, the aggregate limit is the total insurance available for all covered claims reported within the policy period.

CERTIFICATE HOLDER

Downey Unified School District 11627 Brookshire Ave PO Box 7017 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 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack® FOR PROFESSIONALS
BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
 - a. In the performance of your ongoing operations;
 - b. In connection with premises owned by or rented to you; or
 - c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
 - b. This insurance does not apply to the rendering of or failure to render any "professional services".
 - c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
 - b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 5/29/2021	Named Insured: Sandy Pringle Associates
----------------------------------	---

SCHEDULE

Name of Person(s) or Organization(s):

Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® BUSINESS AUTO ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

Policy Number: **PSE0004127**

Company

Named Insured: **Sandy Pringle Associates**

RLI Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack® FOR DESIGN PROFESSIONALS
EXCESS LIABILITY ENHANCEMENT**

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

B. Additional Insured – Primary/Non-contributory

C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

B. Additional Insured – Primary/Non-contributory

Paragraph **K. Other Insurance** of **SECTION IV – CONDITIONS** is deleted and replaced by the following:

K. Other Insurance

If other insurance, whether collectible or not, is available to the insured covering a loss also covered by this policy, the insurance afforded by this policy shall be in excess of, and shall not contribute with, such other insurance. However, if the **underlying insurance** provides coverage to an additional insured on a primary basis, or a primary and non-contributory basis, this insurance shall be available to such additional insured on an excess basis over the underlying insurance. We will not share with other insurance which covers such additional insured as a named insured.

C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Paragraph **L. Subrogation** of **SECTION IV – CONDITIONS** is deleted and replaced by the following:

L. Subrogation

In the event of any payment under this policy, the insured must notify us of any of the insured's rights of recovery against any person or organization. We shall be subrogated to all such rights. The insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights. However we waive any rights of recovery we may have against any person or organization if the **underlying insurance** also waives such rights.

Any amount recovered through subrogation or otherwise shall be apportioned in the inverse order of payment of the claim or claims involved to the extent of actual payment thereof by all interests. The expenses of all such recoveries and proceedings in connection therewith shall be apportioned in the ratio of respective recoveries. With respect to proceedings conducted solely by us, if there is no recovery, we will bear the expense thereof. If there is a recovery, we shall be reimbursed in full from such recovery for the amount of all expenses incurred by us before apportionment

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____% of the California workers' compensation premium otherwise due on such remuneration.

Schedule**Person or Organization**

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before a loss

Job Description

Job performed for any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 5/29/2021
Insured Sandy Pringle Associates

Policy No. PSW0004641
Insurance Company RLI Insurance

Endorsement No.