Rowland Unified School District
1830 South Nogales Street
Rowland Heights, CA 91748

October 12, 2026
REQUEST FOR STATEMENTS OF QUALIFICATIONS
FOR
ARCHITECTURAL SERVICES

The Rowland Unified School District ("**District**") is requesting submission of statements of qualifications ("**Response**") from qualified firms ("**Firm(s)**") to evaluate qualified architects to perform new construction, modernization, renovation, repair or related architectural design services for its facilities projects, including the anticipated projects identified below, and other projects as needed and directed by District ("**Project(s)**").

Anticipated Projects. Projects to be assigned to Firms selected for the pool may include, without limitation, the following:

- Ybarra Academy of the Arts and Technology – replacement of portable classrooms with permanent classroom buildings;
- Ybarra Academy of the Arts and Technology – kindergarten classrooms;
- Nogales High School – theater renovation; and
- Rowland Elementary School – modernization.

The foregoing list is provided for informational purposes only and is not exhaustive. District makes no representation that any listed Project will proceed, or as to the timing, scope, budget, or funding source of any Project, and District may add, modify, combine, or remove Projects at its sole discretion.

District is authorized by California Government Code section 4525, et seq., to contract with and employ any persons for the furnishing of architecture, landscape architecture, engineering, environmental services, land surveying, and construction management through a fair, competitive selection process, which District is utilizing.

Pool of Architects. This request is not a formal request for bids or an offer by District to contract with any firm responding to this Request for Statements of Qualifications ("**SOQ**"). District intends to choose multiple firms that respond to this RFQ to assign projects to qualified firms. Selection and any award of a contract will be subject to District's Governing Board's approval. **All Firms that have currently or in the past provided architectural services to District MUST still respond to this SOQ.**

Firms that intend to submit a Response must satisfy the following requirements:

- Be insured;
- Be a licensed architect; and
- Firm can be located anywhere, but it must maintain a staffed office within 75 miles of the District.

Questions. Questions regarding this SOQ must be submitted in writing and directed only to **joe@schoolleaders.com**. All questions must be submitted by **5:00 PM on Friday, October 16, 2026.**

District may respond to questions presented via addenda to this SOQ. **FIRMS MUST NOT CONTACT ANY OTHER DISTRICT PERSONNEL DIRECTLY WITH INQUIRIES REGARDING THIS RFQ**.

Responses. Interested Firms are invited to submit a Response to District via email in .pdf format to **joe@schoolleaders.com** in accordance with this RFQ no later than **2:00 PM on Tuesday, October 27, 2026.** The District reserves the right to not accept late Responses. Anticipated Board of Education consideration is **Thursday, November 19, 2026.**

Thank you for your interest in working with the Rowland Unified School District.

1. General Information.

1.1. **General.** District invites qualified Firms to submit a Response related to its ability to provide the Services, as more fully indicated herein. Firms must be appropriately licensed to perform the Services and have extensive experience with the Office of Public School Construction ("**OPSC**"), California Building Standards Code (Title 24, California Code of Regulations), Department of Toxic Substances Control, and the Division of the State Architect ("**DSA**"). Firms must have extensive experience in the design of public school facilities in addition to being a public school district representative, working with construction managers, inspectors, contractors and other school facility related consultants, and establishing project scope and project budgets.

1.2. **Scope of Services.** One or more Firm(s) will be selected to be part of District's pool of architects for District projects on an as needed basis. The selected Firm(s) must be prepared to perform some, or all, of the Services described in **the Form of Agreement for Architectural Services** ("**Agreement**") attached hereto as **Attachment A** ("**Services**"). The exact scope for each project will be determined by District on a project-by-project basis depending on the needs of each project. **Note:** District reserves the right to enter into an Agreement on a project-by-project basis, or to enter into one overall, master Agreement with a selected firm, but only authorizing the performance of Services based on "Project Authorization(s)" tied to that master Agreement, each consistent with the form of Agreement attached as **Attachment A.**

1.3. **Establishing Pool / Award of Contracts.** District does not intend to award any projects via this RFQ. The purpose of this RFQ is to obtain information that will enable District to qualify a group of Firms that can provide District with the Services indicated herein and related work for various future facility projects. One or more Firm(s) may be selected to be part of District's pool of qualified Firms for certain District facility projects based on qualifications and demonstrated competence in providing the Services indicated herein. Once the qualified pool is established, District will then solicit proposals from some or all members of the pool for projects.

2. Firm's Response. Each Firm's Response must be concise, well organized, and demonstrate Firm's qualifications. It must be consecutively numbered on each page and must include the following information, using the outline structure and numbering system reflected below, except as may be otherwise directed by District via written addenda. Firm's Response must **be no longer than SEVENTY-FIVE (75) pages**, inclusive of résumés, forms, and pictures.

2.1. **Cover Letter / Letter of Interest.** A dated Letter of Interest must be submitted, including the legal name of Firm(s), address, telephone, and the name, title, and signature of the person(s) authorized to submit the Response on behalf of Firm.

2.2. **Table of Contents.** A table of contents of the material contained in the Response should follow the Letter of Interest.

2.3. **History / Structure.** Provide a brief history of Firm, and, if a joint venture, of each participating entity. Identify legal form, ownership, and senior officials of company(ies). Describe number of years in business and types of business conducted.

2.4. **Financial Resources.** Provide a statement of Firm's financial resources, certifying the correctness of that information.

2.5. **Insurance.** Please provide a statement demonstrating that Firm can meet the insurance requirements as set forth in Exhibit E of the Agreement.

2.6. **Education.** Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist District in understanding Firm's qualifications and expertise.

2.7. **QA / QC.** Describe Firm's approach to quality control / assurance procedures, including coordination of design disciplines.

2.8. **Proposed Personnel / Firm Team.**

2.8.1. Include resumes of key personnel who would be performing Services for District. Specifically, define the role of each person and outline the person's individual experience and responsibilities. Indicate personnel who will serve as primary contact(s) for District. Indicate Firm's and personnel's availability to provide the Services, and list all applicable professional registration certification and/or license designations and numbers for all professional team members that are currently active in the State of California.

2.8.2. Provide a schedule of subconsultants, that are likely to be used by Firm to perform Services for District, including their applicable professional registration certification and/or license designations and numbers that are currently active in the State of California.

2.9. **Services Offered.** Provide a comprehensive description of the design services offered by Firm.

2.10. **LLB.** Describe Firm's experience with lease-leaseback projects and coordinating with District and District's consultants and contractors during preconstruction services.

2.11. **Constructability Reviews.** Describe Firm's experience with incorporating constructability review comments from others; construction cost reduction measures including how Firm intends to assist District in meeting established Project budgets and in prioritizing Project construction to meet the budget.

2.12. **AHJs.** Describe Firm's experience with various state agencies including DSA, local fire authorities, local public works departments, California Geological Survey, California Department of Education, Office of Public School Construction and the State Allocation Board.

2.13. **Schedule.** Discuss Firm's ability to meet construction schedules for projects with very tight timetables, Firm's schedule management procedures, and how Firm has successfully handled potential and actual delays both for the contract documents and for field changes. Identify established methods and approaches utilized by Firm to successfully meet completion deadlines, and provide examples demonstrating effective use of stated methods and approaches.

2.14. **RFIs / PCOs.** Discuss Firm's ability and process for timely reviewing and responding to requests for information and proposed change orders.

2.15. **DSA Approvals and Closeout.** Describe Firm's experience and performance obtaining DSA approvals and achieving DSA certification and closeout of its projects. For each project identified under Past Projects below, state the DSA application number, date of DSA approval, number of back-check cycles required, and current DSA status (certified, closed without certification, or open). Identify any of Firm's projects closed by DSA without certification in the past ten (10) years, explain the circumstances, and describe the steps Firm took or is taking to obtain certification. Describe Firm's process for managing construction change documents (CCDs), deferred approvals, and DSA closeout documentation.

2.16. **Claims.** Provide a statement of **ALL** claim(s) filed against Firm in the past five (5) years. Briefly indicate the nature of the claim and the resolution, if any, of the claim(s). For the claim(s) identified herein, identify which claims proceeded to mediation, settlement meetings or similar dispute resolution proceedings, and describe the outcome of the mediation or other proceeding.

2.17. **References.** Provide a minimum of three (3) references from California K-12 school districts for which Firm has provided architectural services within the past five (5) years. For each reference, include the district name, contact name and title, telephone number, email address, and the project(s) Firm performed for that district. District reserves the right to contact any reference, as well as other clients of Firm not listed. Firm may also include letters of reference or testimonials, limited to no more than ten (10).

2.18. **Conflicts of Interest.** Provide a statement of any recent, current, or anticipated contractual obligations that relate in any way to similar work for District construction or bond projects, or any other work with District that may have a potential to conflict with Firm's ability to provide the Services described herein. **Except for the Services specifically contracted for under its Agreement(s) with District (if any), a Firm cannot submit, propose, bid, contract, subcontract, consult, or have any other economic interests in the project to which Firm may provide those Services, unless the District authorizes that work, in writing, and consistent with the provisions in the Agreement and applicable law.**

2.19. **Firm's Current Work Commitments.** Specify the projected workload of Firm and describe if any future commitment may impact Firm's ability to complete the Services as required herein.

2.20. **Past Projects.** Identify **ALL** K-14 projects performed by Firm in the past five (5) years. Limit response to no more than the **TEN (10) MOST RECENT** projects. Include the following information for each project:

2.20.1. Name of project and district;

2.20.2. Name of project construction manager, project manager, and/or program manager;

2.20.3. Scope of project, description of services provided;

2.20.4. Contact person and telephone number at district;

2.20.5. Firm person in charge of the project;

2.20.6. Original construction budget and final construction cost;

2.20.7. DSA application number(s) and current DSA status (certified, closed without certification, or open) for the project.

2.21. **Relevant K-12 Experience.** Identify up to five (5) completed or in-progress California K-12 projects that are most similar to the anticipated Projects described in this RFQ, specifically: (a) modernization of existing school facilities; (b) new permanent classroom buildings, including replacement of portable classrooms; (c) kindergarten classrooms; and (d) theater or performing arts renovations. For each project, describe:

2.21.1. Scope of work and delivery method (e.g., design-bid-build, lease-leaseback);

2.21.2. Construction budget and final construction cost;

2.21.3. Planned versus actual design, DSA approval, and construction schedule;

2.21.4. DSA application number and current DSA status; and

2.21.5. Role of each key person proposed for District on the project.

2.22. **Additional Data.** Provide any additional information about Firm as it may relate to Firm's Response, including, without limitation, letters of reference or testimonial.

2.23. **Compensation.**

2.23.1. **Fee Schedule.** Please provide a current fee schedule for the types of service(s) that you offer. If referencing basic services costs, include typical staffing expectations and variations that District could expect for specific types of projects, if applicable.

2.23.2. **Billing Practices.** Please also provide detailed information on your billing practices (i.e. lump sum, percentage-based, other), including reimbursable cost categories and hourly billing rates by position for additional services. Please indicate Firm's standard charge for modernization/new construction, and portables/modular. Please indicate, for example, if Firm would request a fee based on the "OPSC" schedule.

2.23.2.1. **Fixed Fee / Percentage.** District intends to establish a set fixed fee at the outset or during an early design phase of a project.

2.23.2.2. **Alternative Pricing.** District is willing to entertain alternate pricing proposals. Please provide your proposed alternative pricing methods, if any, and identify what types of projects (modernization, new construction, etc.) that Firm's proposed pricing method will apply to.

2.23.2.3. **Additional Costs.** Identify any additional fees, costs, expenses or reimbursable fees for which Firm would be seeking compensation.

2.24. **Agreement Form (Attachment A).** If a Firm has any comments or objections to the Agreement, it must provide those comments or objections in its Response. The Agreement (which includes insurance and indemnification provisions) specifies the Services generally, but District reserves the right to adjust the Agreement and Services as necessary for each specific project. **PLEASE NOTE: District will not consider any substantive changes to the form of Agreement if they are not submitted at or before the time Firm's Response is due.** In addition, once District establishes the pool, District will **not** entertain any further revisions to the Agreement.

3. District's Evaluation / Selection Process. District intends to select one (1) or more Firms for the pool that best meet the District's needs to perform the services as described herein and the Agreement.

3.1. **Selection Criteria and Weighting.** A District evaluation panel will review and score each Response using the weighted criteria below. Selection will be based on demonstrated competence and professional qualifications necessary for the satisfactory performance of the Services, consistent with Government Code section 4526. District may short-list Firms based on these scores and may conduct interviews, which may be scored separately.

Criterion	Considerations	Max. Points
Relevant K-12 Experience	Modernization, new classroom and portable replacement, kindergarten classroom, and theater/performing arts projects of similar scope and complexity	25
DSA Performance	Record of DSA approvals, back-check cycles, and project certification and closeout	20

Criterion	Considerations	Max. Points
Proposed Personnel	Qualifications, California K-12 experience, and availability of key personnel	15
Schedule and Fast-Track Delivery	Demonstrated methods and record of meeting tight timelines, lease-leaseback experience, and RFI/PCO responsiveness	15
Budget Control and Technical Approach	Constructability, cost control, QA/QC, and coordination with agencies having jurisdiction	10
California K-12 References	Quality and relevance of references from California K-12 school districts	10
Completeness and Responsiveness	Organization, clarity, and compliance with this RFQ	5
Total		**100**

Fee schedules and billing information requested under Compensation will not be scored. That information will be used to negotiate fair and reasonable compensation with the selected Firm(s) for each Project.

3.2. **Interviews.** From Firms who provide a Response to District, District may, at its discretion, interview some or all of those Firms. If interviews occur, Firm's designer, executive, and construction administration employee likely to work on future projects for District must attend. District may instruct Firms regarding other staff members required to attend interviews in its sole discretion.

3.3. **District Investigations.** District may perform investigations of proposing parties that extend beyond contacting the districts identified in a Firm's Response.

3.4. **Recommendation and Award.** District reserves the right to contract with any entity responding to this RFQ, to reject any Response as non-responsive, and not to contract with any Firm for the services described herein. District makes no representation that participation in the RFQ process will lead to an award of contract or any consideration whatsoever. District reserves the right to seek Responses from or to contract with any Firm not participating in this process. District intends to make recommendations to the Board of Education and ask the Board to select Firms to be in District's pool of qualified Firms.

4. Terms and Conditions.

4.1. District is not responsible for late delivery of a Response or the cost of preparing any Response. It is the responsibility of the responding Firm to ensure that the Response is submitted on time to District. Responses that are received after the deadline may not be considered.

4.2. The selected Firm(s) and each of its (their) subconsultants and/or co-venture partners, must comply with all applicable federal and California laws, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, Executive Orders 11246, 11375, and 12086, the California Fair Employment and Housing Act beginning with Government code section 12900, Labor Code section 1735, and any other applicable federal and state laws and regulations hereinafter enacted, including the Federal Americans with Disabilities Act ("**ADA**"). Firms must be responsible for establishing and implementing an ADA program within Firm's workplace. Firms must not discriminate against any prospective or active employee based on 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, or military and veteran status. The selected respondent must cause the above provisions to be inserted in all subcontracts for any work covered by this RFQ so that such provisions will be binding upon each subconsultant.

4.3. **Public Records.** Responses will become the property of District and subject to the California Public Records Act, Government Code sections 7920.000 et seq. Those elements in each Response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. District must not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Firm that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event District is required to defend an action on a Public Records Act request

for any of the contents of a response marked “Confidential,” “Proprietary,” or “Trade Secret,” Firm agrees, by submitting a Response, to defend and indemnify District from all costs and expenses, including attorneys’ fees, in any action or liability arising under the Public Records Act.

Attachment A

Form of Agreement for Architectural Services (plus Exhibits)

DSA PR 13-01

PROCEDURE: CONSTRUCTION OVERSIGHT PROCESS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPLICABLE DSA FORMS:

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

- *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.

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

1.2 Issuance of form DSA 152 and DSA 152-IPI: Project Inspection Cards (DSA 152 and DSA 152-IPI) are issued electronically by upload to DSAbox by DSA per *Section 1.16* of this procedure.

1.3 Quantity of DSA 152 and DSA 152-IPI forms required for projects: The number of Project Inspection Cards issued varies by project type. In general, though there are exceptions for siting or relocation of permanent modular or relocatable buildings (discussed later) and small scope projects of a certain type (described later), one Project Inspection Card (form DSA 152) is required for each separate building and one for the site work (which includes non-building site structures). The number of Project Inspection Cards and building identifiers should match the information specified in form DSA 153: Inspection Card Building Identifier, which is completed by DSA plan review staff during the back check and provided to the design professional upon project plan approval.

For in-plant construction of permanent modular or relocatable buildings, one Project Inspection Card (DSA 152-IPI) is required for each separate building.

For the siting or relocation of permanent modular or relocatable buildings 2,160 square feet or less, only one Project Inspection Card (DSA 152) is required encompassing all the buildings, and one Project Inspection Card (DSA 152) is required for the site work (which includes non-building site structures).

The following small scope type projects require only one Project Inspection Card for all buildings on a campus rather than one Project Inspection Card per building:

- Fire Alarm Only Projects.
- Hardware Replacement Only Projects.
- Security Camera Only Projects.
- Low Voltage (Communication) Only Projects.

The following is not an exhaustive list of possibilities, but examples of the various project types and the resulting quantity of DSA 152 and DSA 152-IPI forms (**Note**: unless specified otherwise, all references to forms in the examples are to DSA 152 forms):

1.3.1 Project scope is site work only (includes non-building site structures, if any):

- One form is required.

1.3.2 Project scope is new buildings:

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

Example: Construction of three new buildings requires a total of four forms.

1.3.3 Project scope is alterations/additions to existing buildings:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.3.8 Project scope is constructing new relocatable buildings for stockpile:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

  Until the project inspector has signed off applicable blocks and sections of the form DSA 152, the contractor may be prohibited from proceeding with subsequent construction activities that cover up the unapproved work. Any subsequent construction activities that cover up the unapproved work will be subject to a "Stop Work Order" from DSA or the school district (see IR A-13 for additional information), and are subject to removal and remediation if found to be in noncompliance with the DSA-approved construction documents (see *Section 1.17* for information about incremental work).
- Immediately notify the DSA Regional Office with construction oversight authority for the project, by phone and electronically, if applicable blocks/sections of form DSA 152 have not been signed off and the contractor proceeds with subsequent construction activities that cover up the unapproved work. For electronic notifications, use form DSA 151 (see *Section 1.17* for information about incremental work).

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

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

- The geotechnical engineer is on-site during boring/drilling and concrete placement.
- The geotechnical engineer has not identified any other soil issues specifically associated with the deep foundation hole or surrounding area which could impact the structural stability of the hole or foundation.

- If the project inspector is, for any reason, terminated prior to the completion of the project, refer to *Section 1.6*.

1.9 Duties of the Laboratory of Record related to the use of form DSA 152 and DSA 152-IPI are as follows:

- Meet with the project inspector, in-plant inspector (when applicable), design professionals, and the contractor as needed to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Obtain a copy of the DSA-approved construction documents from the design professional in general responsible charge prior to the commencement of construction.
- Obtain a copy of the DSA-approved List of Required Structural Tests and Special Inspections (form DSA-103) from the design professional in general responsible charge prior to the commencement of construction.
- Report all project-related activities to the project inspector. The project inspector is responsible for monitoring the work of the Laboratory of Record and special inspectors to ensure the testing and special inspection program is satisfactorily completed. Coordinate with the project inspector to develop a schedule, based on the construction schedule, to complete the testing and special inspection program.
- Provide material testing as identified in the DSA-approved construction documents.
- Submit test reports to the project inspector within one work day of the day the tests were performed for any tests performed on-site.
- Submit material test reports in a timely manner such that construction is not delayed and not to exceed seven calendar days from the date the material tests were performed. Test reports are to be submitted to the project inspector, architect, structural engineer, and the school district and, when requested, to DSA. As a convenience, and if agreed upon by involved parties, the test reports may be submitted electronically as identified in *Section 4* of this procedure.
- Immediately submit reports of material tests not conforming to the requirements of the DSA-approved construction documents. These reports shall be submitted to DSA, the architect, structural engineer, project inspector and the school district.
- The engineering manager shall submit an interim Laboratory of Record Verified Report (form DSA 291) and the geotechnical engineer shall submit an interim Geotechnical Verified Report (form DSA 293) as prescribed in *Section 4*.

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

  - Within 14 days of the completion of the material testing/special inspection program.

- Work on the project is suspended for a period of more than one month.
- The services of the Laboratory of Record are terminated for any reason prior to completion of the project.
- DSA requests a verified report. (See interim verified reports below. This is a "DSA request.")

- The engineering manager shall submit an interim verified report (form DSA 291) and the geotechnical engineer shall submit form DSA 293 as prescribed in *Section 4* for each of the applicable sections of the form DSA 152, prior to the project inspector signing off that section of the project inspection card, if that section required material testing. (Interim verified reports are not required for the DSA 152-IPI unless the Laboratory of Record employs welding special inspectors for in-plant special inspection; see *Section 1.7* for verified report requirements.) The sections are:
  1. Initial Site Work and Foundation Prep.
  2. Vertical and Horizontal Framing.
  3. Appurtenances.
  4. Finish Site Work and Other Work.

1.10 Duties of Special Inspectors, employed by the Laboratory of Record, related to the use of form DSA 152 and DSA 152-IPI are as follows:

- Meet with the project inspector, design professionals, and the contractor as needed to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Report all project-related activities to the project inspector. The project inspector is responsible for monitoring the work of the Laboratory of Record and special inspectors to ensure the testing and special inspection program is satisfactorily completed.
- Perform work under the supervision of the engineering manager for the Laboratory of Record.
- Perform inspections in conformance with the DSA-approved construction documents, applicable codes and code reference standards.
- Prepare detailed daily inspection reports outlining the work inspected and provide the project inspector a copy of the reports within one day of the day the inspections were performed.
- Immediately submit reports of materials or work not conforming to the requirements of the DSA-approved construction documents. These reports shall be submitted to DSA, the architect, structural engineer, project inspector and the school district.
- Submit daily special inspection reports in a timely manner such that construction is not delayed and not to exceed seven days from the date the special inspections were performed. The reports are to be submitted to the architect, structural engineer, and the school district. As a convenience, and if agreed upon by involved parties, the special inspection reports may be submitted electronically as identified in *Section 4* of this procedure.
- The engineering manager for the Laboratory of Record shall submit verified report form DSA 291 as prescribed in Section *4*. Unlike special inspectors independently

contracting directly with the school district, the verified report form DSA 292 is not required since the form DSA 291 covers special inspections made by laboratory employed special inspectors.

The reports are required to be submitted upon any of the following events occurring:

- Within 14 days of the completion of the special inspection work.
- Work on the project is suspended for a period of more than one month.
- The services of the special inspector are terminated for any reason prior to completion of the project.
- DSA requests a verified report (see interim verified reports below; this is a *DSA request*).

- The engineering manager for the Laboratory of Record shall submit an interim verified report (form DSA 291) as prescribed in Section *4* for each of the applicable sections of the form DSA 152, prior to signing off that section of the Project Inspection Card, if that section required special inspections. (Interim verified reports are not required for the DSA 152-IPI unless another special inspector, employed by the Laboratory of Record or independently and directly with the school board, performs welding special inspection; see *Section 1.7* for verified report requirements). The sections are:

  1. Initial Site Work and Foundation Prep.
  2. Vertical and Horizontal Framing.
  3. Appurtenances.
  4. Finish Site Work and Other Work.

1.11 Duties of Special Inspectors, not employed by the Laboratory of Record, related to the use of form DSA 152 and DSA 152-IPI are as follows:

- Meet with the project inspector, Laboratory of Record, the design professionals, and the contractors as needed to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Obtain a copy of the DSA-approved construction documents from the design professional in general responsible charge prior to the commencement of construction.
- Obtain a copy of the DSA-approved List of Required Structural Tests and Special Inspections (form DSA-103) from the design professional in general responsible charge prior to the commencement of construction.
- Report all project-related activities to the project inspector. The project inspector is responsible for monitoring the work of the Laboratory of Record and special inspectors to ensure the testing and special inspection program is satisfactorily completed.
- Perform work under the direction of the design professional in general responsible charge, as defined in Section 4-335(f)1B of the 2013 and 2016 California Administrative Code (Title 24, Part 1).
- Perform inspections in conformance with the DSA-approved construction documents, applicable codes and code reference standards.

- Prepare detailed daily inspection reports outlining the work inspected and provide the project inspector a copy of the reports within one day of the day the inspections were performed.
- Immediately submit reports of materials or work not conforming to the requirements of the DSA-approved construction documents. These reports shall be submitted to DSA, the architect, structural engineer, project inspector and the school district.
- Submit daily special inspection reports in a timely manner such that construction is not delayed and not to exceed seven days from the date the special inspections were performed. The reports are to be submitted to the project inspector, architect, structural engineer, and the school district and, when requested, to DSA. As a convenience, and if agreed upon by involved parties, the special inspection reports may be submitted electronically as identified in *Section 4* of this procedure.
- Submit form DSA 292: Special Inspectors Employed Directly by the District Verified Report as prescribed in *Section 4*.

  The reports are required to be submitted upon any of the following events occurring:

  - Within 14 days of the completion of the special inspection work.
  - Work on the project is suspended for a period of more than one month.
  - The services of the special inspector are terminated for any reason prior to completion of the project.
  - DSA requests a verified report (see interim verified reports below; this is a "DSA request").
- Special inspectors who contract directly with the school district are to submit an interim Special Inspectors Employed Directly by the District Verified Report (form DSA 292) as prescribed in *Section 4* for each of the applicable sections of the form DSA 152, prior to the project inspector signing off that section of the Project Inspection Card, if that section required special inspections. (Interim verified reports are not required for the DSA 152-IPI unless the independent special inspector performs welding special inspection; see *Section 1.7* for verified report requirements). The sections are:

  1. Initial Site Work and Foundation Prep.
  2. Vertical and Horizontal Framing.
  3. Appurtenances.
  4. Finish Site Work and Other Work.

1.12 Duties of the Architect/Engineer related to the use of forms DSA 152 and DSA 152-IPI are as follows:

- Responsible to the school board and to DSA to see that the completed work conforms in every material respect to the DSA-approved construction documents.
- Ensure the project inspector, in-plant inspector (when applicable), and independently contracting special inspector(s) (i.e., not employed by the Laboratory of Record) are approved by DSA for the project by submitting form DSA 5-PI, DSA 5-IPI (when applicable) and DSA 5-SI (for independently contracting special inspector(s)) to and obtaining approval from DSA prior to the start of construction, and prior to requesting issuance of form DSA 152 or DSA 152-IPI.
- Provide a copy of all the DSA-approved construction documents to the project

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

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

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

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

DSA request).

- The architect or engineer shall submit an interim Architect/Engineer Verified Report (form DSA 6-AE) as prescribed in *Section 4* for each of the applicable sections of the form DSA 152 prior to the project inspector signing off that section of the project inspection card. (Interim verified reports are not required for the DSA 152-IPI; see *Section 1.7* for verified report requirements). The sections are:

  1. Initial Site Work and Foundation Prep.
  2. Vertical and Horizontal Framing.
  3. Appurtenances.
  4. Finish Site Work and Other Work.

1.13 Duties of the design professionals delegated responsibility related to the use of forms DSA 152 and DSA 152-IPI are as follows:

- Responsible to the school board and to DSA to see that the completed work for which they are delegated responsibility conforms in every material respect to the DSA-approved construction documents.
- For the architect or engineer delegated responsibility for observation of fabrication of modular or relocatable buildings in Section 1.0 or, when sub-delegated, Section 1.1 of the DSA 1-MR, ensure the in-plant inspector and independently contracting special inspector(s) (i.e., not employed by the Laboratory of Record) are approved by DSA for the project by submitting form DSA 5-IPI and DSA 5-SI (for independently contracting special inspector[s]) to and obtaining approval from DSA prior to the start of construction, and prior to requesting issuance of form DSA 152-IPI.
- Provide observation of the construction. All architects and engineers having delegated responsibility are also responsible for observations of the applicable portions of the work as delegated on the Application for Approval of Plans and Specifications (form DSA 1 and, when applicable, DSA 1-MR) (if there are any changes to such delegated individuals after project approval, use form DSA 108 to indicate such changes). As such, they shall maintain such personal contact with the project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the architect or engineer or their qualified representative to observe the construction. The geotechnical engineer is included in this required duty for scope related to geotechnical engineering.
- For the architect or engineer delegated responsibility for observation of in-plant construction of permanent modular or relocatable buildings, the term “personal contact” shall mean periodic visits to manufacturing plants of reasonable frequency to provide general observation and verify quality assurance of construction practices, and project-specific knowledge obtained from the reporting of inspectors and special inspectors on the progress of the work, testing of materials, inspection, and superintendence of the work in accordance with the DSA-approved construction documents. Reports may include photos and digital images. The exercise of reasonable diligence to obtain the facts is required.
- Submit an Architect/Engineer Verified Report (form DSA 6-AE or, when applicable, sign the DSA 152-IPI for construction observation of permanent modular or relocatable buildings; see *Section 1.7* for additional information) as prescribed in *Section 4*.

The reports are required to be submitted upon any of the following events occurring:

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

- The Design Professional in General Responsible Charge shall submit an Interim Architect/Engineer Verified Report (form DSA 6-AE), signed by all architects and engineers having delegated responsibility for construction observation as prescribed in *Section 4*. Such a report is required for each of the sections of the form DSA 152 applicable to the areas of delegated responsibility, prior to the project inspector signing that section off on the project inspection card. (Interim verified reports are not required for the DSA 152-IPI; see *Section 1.7* for verified report requirements). The sections are:
  1. Initial Site Work and Foundation Prep.
  2. Vertical and Horizontal Framing.
  3. Appurtenances.
  4. Finish Site Work and Other Work.

1.14 Duties of contractor related to the use of forms DSA 152 and DSA 152-IPI are as follows:

- The contractor shall carefully study the DSA-approved documents and shall plan a schedule of operations well ahead of time.
- If at any time it is discovered that work is being done which is not in accordance with the DSA-approved construction documents, the contractor shall correct the work immediately.
- Verify that DSA 152 and, when applicable, DSA 152-IPI forms were issued for the project prior to the commencement of construction.
- Meet with the design team, the Laboratory of Record and the project inspector to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Notify the project inspector and, when applicable, in-plant inspector, in writing, of the commencement of construction of each and every aspect of the work at least 48 hours in advance by submitting Commencement/Completion of Work Notification (form DSA 156), or other agreed-upon written documents, to the project inspector.
- Notify the project inspector and, when applicable, the in-plant inspector, of the completion of construction of each and every aspect of the work by submitting form DSA 156 (or other agreed-upon written documents) to the project inspector.
- Consider the relationship of the signed-off blocks and sections of the form DSA 152 and the commencement of subsequent work. Until the project inspector has signed

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

- Submit the final verified report. All prime contractors are required to submit final Contractor Verified Reports (form DSA 6-C) as prescribed in *Section 4*.

  The reports are required to be submitted upon any of the following events occurring:

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

1.15 Duties of the school district related to the use of forms DSA 152 and DSA 152-IPI are as follows:

- Provide for competent, adequate and continuous construction inspections and material testing for the project by employing an appropriate DSA certified and approved project inspector, in-plant inspector (when applicable), and Laboratory of Record.
- Contractually provide for and ensure that the design team is fulfilling their code required duty to observe the construction by making periodic visits of reasonable frequency. All architects and engineers having responsibility for observation of the work as listed on the Application for Approval of Plans and Specifications (form DSA 1 and, when applicable, DSA 1-MR), shall maintain such personal contact with the project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the architects and engineers or their qualified representatives to observe the construction. For permanent modular or relocatable buildings, the architect or engineer delegated responsibility for observation of in-plant construction, personal contact shall mean visits to manufacturing plants of sufficient frequency to provide quality assurance of construction and in-plant structural/material and fire/life safety testing and inspection in accordance with the DSA-approved construction documents.
- Ensure that the project inspector and independently contracting special inspector(s) (i.e., not employed by the Laboratory of Record) are approved by DSA for the project by submitting form DSA 5-PI (DSA 5-AI for assistant inspectors; DSA 5-IPI for in-plant inspectors) and DSA 5-SI to and obtaining approval from DSA prior to the start of construction and prior to requesting issuance of project inspection cards (DSA 152 and, when applicable, DSA 152-IPI forms).
- Ensure the Laboratory of Record is DSA-accepted and employed by the school district prior to the start of construction and prior to requesting issuance of project inspection cards (DSA 152 and, when applicable, DSA 152-IPI forms).

- Ensure that the Project Inspection Cards (DSA 152 and, when applicable, DSA 152-IPI forms) are issued prior to commencement of construction.
- Submit Statement of Final Actual Project Cost (form DSA 168) to DSA when the project is substantially complete.

1.16 Duties of DSA related to the use of forms DSA 152 and DSA 152-IPI are as follows:

- Evaluate the submitted form DSA 5-PI, DSA 5-IPI (when applicable), DSA 5-AI, and/or DSA 5-SI (when applicable) to determine if the proposed project inspector and, when applicable, the in-plant inspector are qualified for the project.
- Upon determining the proposed project inspector and, when applicable, in-plant inspector and/or special inspector is qualified for the project, approve and return the form DSA 5-PI, DSA 5-IPI (when applicable), DSA 5-AI, and/or DSA 5-SI (when applicable) within five working days of receipt.
- Upon receipt of a completed form DSA 102-IC and approval of the DSA 5-PI and DSA 5-IPI (when applicable), determine the necessary quantities of Project Inspection Cards (DSA 152 and DSA 152-IPI forms), assign the Project Inspection Card numbers and issue the cards within five working days.
- Upload forms DSA 5-PI, DSA 5-IPI (when applicable), DSA 5-AI, and/or DSA 5-SI (when applicable), DSA 102-IC, DSA 152 and DSA 152-IPI to DSAbox.
- Hold all involved parties accountable for compliance with their required duties.
- Supervise and review the performance of the project inspector (includes review of the project inspector's job file and use of form DSA 119 and, at project completion, use of form DSA 180).
- Make site visits as necessary. Record pertinent items to document the site visit and communicate to the project inspector, in-plant inspector, design professionals, special inspectors, Laboratory of Record, and school district using form DSA 135.
- Issue Orders to Comply or Stop Work Orders, in compliance with DSA IR A-13, if required, and as appropriate to achieve compliance with the DSA-approved construction documents and applicable codes (this includes DSA procedure PR 13-01 since the procedure implements the relevant sections of the CCR, Title 24, Part 1).

1.17 Use of form DSA 152 for parts of the construction that require multiple increments: Some construction requires incremental work to make a complete system. An example is a large foundation system that may be placed incrementally over a period of time. In this example, framing may be starting in one area (where the foundation is in place) while foundation work is still occurring in another area of the same building. The expectation of DSA for these occurrences is:

- The Project Inspection Card applicable blocks and sections are signed off by the project inspector at the completion of the system, not during the construction of the increments.
- Until the system is complete, the project inspector, architect/engineers and contractors mutually agree on a system to keep track of compliant construction. One such system (using the above example) may be that a copy of the foundation plan is marked up showing areas of compliance. The applicable blocks and sections of the inspection card are then signed off once all areas of the foundation are complete, are determined to be in compliance with the DSA-approved construction documents, the

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

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

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

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

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

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

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

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

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

structural engineer, DSA, and the school district.

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

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

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

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

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

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

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

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

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

Email addresses for submittals are:

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

4.2 **Submittal of all other forms and documents:** Submittals shall be uploaded to DSAbox. For DSAbox instructions see DSAbox External Library. All documents submitted to DSAbox shall be in PDF format. The naming convention specified in *Section 1.4* of the DSAbox External Users Training Module shall be used when uploading documents to DSAbox. Any document(s) incorrectly uploaded or named will be deleted and a notification with a deadline for the corrected submittal will be sent to the appropriate responsible individual(s). If the corrected document(s) is not uploaded by the notification specified deadline, it may result in an uncertified project and identification of the responsible individual(s) and missing document(s) noted on the DSA 301-P posted for public viewing in DSA Certification Box.

Note: Once a DSA 301-P is issued, there will no longer be access to upload documents to DSAbox; instead, documents must be uploaded to DSA Certification Box (see DSA Procedure *PR 13-02: Project Certification Process* for additional information).

4.2.1 **Documents required to be uploaded to DSAbox by the Project Inspector include: Note**: The in-plant inspector for permanent modular or relocatable buildings will submit the same documents described below but replace DSA 152 with DSA 152-IPI.

- DSA 6-PI
- DSA 130
- DSA 151
- DSA 152
- DSA 152-IPI
- DSA 154
- DSA 155
- DSA 156

4.2.2 **Documents required to be uploaded to DSAbox by the Laboratory include:**

- DSA 291
- DSA 293
- DSA 109
- Test and inspection reports (Nonconforming and, when requested by DSA, conforming per Section 1.9 of this Procedure).

4.2.3 **Documents required to be uploaded to DSAbox by the Architect/Engineer in General Responsible Charge include:**

- DSA 6-AE
- DSA-103
- *DSA 140: Application for Approval of Construction Change Document – CCD Category A/B*.

4.2.4 Documents required to be uploaded to DSAbox by Contractors include:

- DSA 6-C

4.2.5 Documents required to be uploaded to DSAbox by the School District/Owner include:

- DSA 108
- DSA 168

4.2.5.1 Documents required to be uploaded to DSAbox by Special Inspectors not in the employ of the Laboratory of Record include:

- DSA 292.
- Special Inspector test and inspection reports (Nonconforming).

4.2.5.2 Documents required to be uploaded to DSAbox by Geotechnical Engineers not in the employ of the Laboratory of Record include:

- DSA 293
- Special Inspector test and inspection reports (Nonconforming).

5. APPLICABILITY OF PROCEDURE PR 13-01:

5.1 Projects with Construction Started on or after June 1, 2013: This procedure is applicable and must be implemented at the start of construction.

5.2 Projects with Construction Started before June 1, 2013, but not complete:

In order to allow for transition, the following portions of this procedure shall be implemented as noted below. Required reporting and submittal of documents shall continue to be done in the manner currently employed on the project:

5.2.1 Form DSA 151: Project Inspector Notifications:

The project inspector shall comply with the requirements of this procedure for all notifications to DSA for affected work starting after July 1, 2013.

5.2.2 Form DSA 154: Notice of Deviations/Resolution of Deviations:

The project inspector shall comply with the requirements of this procedure for all deviations occurring after July 1, 2013, and for all unresolved project deviations.

5.2.3 Form DSA 155: Project Inspector Semi-Monthly Report:

The project inspector shall comply with the requirements of this procedure for all semi-monthly reports issued after July 1, 2013.

5.2.4 Form DSA 6-PI: Project Inspector Verified Report:

The project inspector shall comply with the requirements of this procedure effective June 1, 2013.

5.2.5 Project Inspector Job File:

The project inspector's job file shall comply with the requirements of IR A-8.

CONSTRUCTION OVERSIGHT PROCESS

A DSA Procedure documents a process or series of steps that DSA staff and/or external stakeholders must complete in order to fulfill one or more administrative requirements of DSA's review and approval of plans and specifications and construction oversight programs.

APPENDIX

Executive Summary of DSA 152 Project Inspection Card: The following provides a summary of typical construction components and systems that are associated with each section/block in the inspection card. While the listing is not comprehensive, it provides a good foundation for understanding and consistency. Refer to the *DSA 152 Manual* for additional detailed inspection and documentation requirements.

SECTION 1 – INITIAL SITE WORK AND FOUNDATION PREP:

Block 1 – Mass Grading

- Rough Grading of Overall Site
- Cuts/Fills
- Soil Remediation
- Soil Stabilization
- Soil Nails, Tie Backs, Rock/Soil Anchors
- Horizontal/Vertical Controls

Block 2 – Building Pad

- Soil Preparation Specific to Support of Structures
- Building Pad
- Soil Remediation
- Soil Densification
- Stone Columns

Block 3 – Drainage Devices

- Storm Water Collection/Distribution systems
- On-Site Retention Systems
- Foundation Drain systems
- Retaining Wall Drain Systems

Block 4 – Utilities (Rough-in)

- FLS Utilities/Systems
- MEP Utilities/Systems
- MEP Vaults
- Thrust Blocks

Block 5 – Excavations

- Foundation Systems
- Driven Piles

Block 6 – Forms

- Formwork
- FLS Systems
- MEP Systems
- Waterproofing/Vapor Barriers

Block 7 – Steel Reinforcing

- Reinforcing (bars, tendons, etc.)
- Embeds

SECTION 2 - VERTICAL AND HORIZONTAL FRAMING:

Block 8 – Foundation Concrete

- Verify Foundation Is Compliant (concrete 28 day strength, etc.)

Blocks 9 - 12 – Concrete, Masonry, Wood, Steel

- Walls
- Columns
- Frames

Blocks 13-15 – Concrete, Wood, Steel

- Floors
- Roofs

SECTION 3 – APPURTENANCES:

Block 16 – Ceilings

- Ceilings
- Soffits
- Suspended Baffles

Block 17 – Exterior Cladding

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

Block 18 – Rated Assemblies

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

Block 19 – Fire Alarms:

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

Block 20 – Automatic Fire Suppression Systems

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

Block 21 – MEP (Structural)

Support/Bracing/Anchorage for:

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

Block 22 – MEP (FLS)

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

SECTION 4 – FINISH SITE WORK AND OTHER WORK:

Block 23 – Fine Grading

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

Block 24 – Flatwork

Accessible Path of Travel Systems such as:

- Stairs
- Ramps
- Walks
- Gates

Block 25 – Parking

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

Block 26 – Fire Lane

- Fire Lane

Block 27 – Other Work Structural

Support/Bracing/Anchorage for:

- Theater Systems (stage rigging, catwalks, speaker, lighting, curtains, etc.)
- Non-bearing partitions
- Operable partitions
- Casework
- Stairs
- Elevators
- Weather Protection

Block 28 – Other Work Fire Life Safety

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

Block 29 – Other Work Accessibility

- Building Signage
- Site Signage
- Drinking Fountains
- Accessible POT Systems
- Stairs
- Ramps
- Walks
- Doors
- Gates
- Elevator
- Specialty Areas (restrooms, kitchens, casework, etc.)

DSA IR A-6

CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

Disciplines: All	**History:**	Revised 11/27/18	Revised 11/21/12	Revised 11/15/06
		Revised 12/16/16	Revised in its entirety 11/01/12	Issued 09/01/99
		Revised 07/08/14	Revised 11/16/09	
		Revised 02/14/14	Revised 09/18/07	

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

PURPOSE: This Interpretation of Regulation (IR) provides clarification of specific Code requirements relating to construction changes that must be submitted to DSA and defines the construction change document process.

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

Approved Construction Documents – The Structural, Access or Fire & Life Safety related portions of the plans, specifications, addenda, deferred approvals, revisions, and construction change documents duly approved by DSA.

Change – Revisions, deletions, additions, and substitutions to approved construction documents.

Change Order – A document defining construction changes that result in changes to the contract.

Clarification – A statement from the architect or engineer in general responsible charge of the project that clarifies (but does not change) the requirements of the approved construction documents.

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

Construction Change – Changes to the approved construction documents after a contract for the work has been awarded.

Construction Change Document (CCD) – The documentation of construction changes.

Design Professional in General Responsible Charge – The architect or engineer in general responsible charge of the project as listed on Line 23 of form *DSA 1: Application for Approval of Plans and Specifications*.

Drawing – An illustration on paper or electronic medium.

Field Change Document (FCD) – A document defining construction changes but, unlike change orders, does not require approval of the school board nor an accounting of construction cost changes.

Interpretation – A statement from the architect or engineer in general responsible charge of the project that interprets (but does not change) the requirements of the approved construction documents.

Responsible Design Professional – The architect or engineer in general responsible charge of the project, as listed on Line 23 of form DSA 1, or architects or engineers with delegated responsibility for portions of the project as listed on Line 24a-24d or 25 of form DSA 1.

1. SUBMITTAL REQUIREMENTS FOR CONSTRUCTION CHANGES: After a contract for the work has been let, changes to the approved construction documents shall be made by means of a CCD.

It is the responsibility of the design professional in general responsible charge to determine if changes affect the Structural, Access or Fire & Life Safety portions of the project. (See Section 4 below about the statement on the verified report.)

The design professional in general responsible charge shall prepare the CCD and is responsible for code and process compliance.

The following define requirements for submittal of a CCD to DSA.

1.1 Changes to or affecting the Structural, Access Compliance or Fire & Life Safety portions of the project:

- These changes shall be classified as **CCD Category A.**
- A CCD Category A is required to be submitted to and approved by DSA prior to commencement of the affected work.
- A CCD Category A must be submitted to DSA using form *DSA 140: Application for Approval of Construction Change Document - CCD Category A/B* depicted in Appendix A of this IR and available on the DSA forms page. Submittal process requirements are defined in Section 2 of this IR and must be followed.

1.2 Changes *NOT* affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project:

- These changes shall be classified as **CCD Category B.**
- CCD Category B are not required to be submitted to DSA unless specifically required, in writing, by DSA. However, a design professional, at their discretion, may choose to submit a CCD Category B. (Refer to Section 3 for fees charged.)
- If DSA requires any CCD Category B to be submitted, then they shall be submitted to DSA, similar to CCD A, using form DSA 140.
- If DSA requires a CCD Category B to be submitted, then DSA will review for concurrence that it does not contain changes to or affect the Structural, Access or Fire & Life Safety portions of the project. If necessary, and at its sole discretion, DSA will reassign the CCD to Category A.
- If DSA concurs the document is a category B document, an approval stamp will be applied to the document.

1.3 Change Orders: Change Orders are not required to be submitted to DSA. The CCD process replaces the need to submit Change Orders (except as noted in Section 7).

Changes to the construction cost are reported to DSA using *form DSA 168: Statement of Final Actual Project Cost* at the conclusion of the project.

2. SUBMITTAL PROCESS: Submittal of CCDs must conform to the following requirements:

2.1 Must be submitted by the design professional in general responsible charge.

2.2 Must be submitted to DSA using form DSA 140.

2.3 Each CCD submittal must use a separate DSA CCD form.

2.4 The DSA CCD form must be filled out completely, including identification of the CCD

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

2.5 Each CCD must be uniquely numbered. The numbering may be numeric or alpha-numeric.

- If the submitted CCD is returned by DSA not approved, the CCD number used in the original submittal must remain the same for any subsequent re-submittals.
- If a submitted CCD Category B is returned by DSA not approved, the CCD number used in the original submittal must remain the same when re-submitting as a CCD Category A.

2.6 Proposed changes must be described clearly and completely.

2.8 All drawings, and, when applicable, the first page or index of specifications and calculations associated with the proposed change must be stamped, signed, and indicate date of signing by the responsible design professional as an attachment to form DSA 140.

2.9 Reference to the specific portions of the drawings or specifications that are being changed must be included.

2.10 Changes to any testing or inspection requirements associated with the proposed change must be clearly described with a revised form DSA 103: List of Structural Tests and Special Inspections.

2.11 Each page in the CCD, including the pages in each attachment, shall be clearly and uniquely numbered. All drawings attached to describe the changes shall be clearly numbered, labeled, and referenced.

2.12 When drawings containing DSA approval stamps are revised and reissued as part of the CCD, all of the following requirements must be met:

- Images of all DSA approval stamps must be removed from the drawing (or crossed out) prior to making any changes to the drawings.
- Each change shall be clouded and identified on the drawing.
- All drawings must be re-stamped and re-signed by the responsible design professional. The date of signing shall be provided.

2.13 CCD Submittal to DSA

2.13.A Projects submitted to DSA prior to October 1, 2018: DSA Box or Bluebeam studio may be utilized for CCD submittals as directed by the DSA Regional Office. If DSAbox is utilized for CCD submittals, each CCD shall be submitted as a single document and include form DSA 140 as the first page. In some cases, large size drawings associated with CCDs may need to be submitted as a hard copy to the appropriate DSA regional office. The design professional should contact the DSA regional office to determine file size limitations and submittal guidelines, and review DSAbox instructions in the DSAbox External Library, Module 2.13. If Bluebeam studio is utilized for CCD submittals, see *DSA PR18-04: Electronic Plan Review for Design Professionals of Record* for submittal procedures.

2.13.B Projects submitted to DSA on or after October 1, 2018: Bluebeam Studio will be utilized for CCD submittals. See DSA PR18-04 for submittal proceedures

3. REVIEW AND APPROVAL/CONCURRENCE BY DSA:

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

3.1 CCD Category A:

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

3.2 CCD Category B:

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

4. DUTIES OF DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

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

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

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

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

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

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

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

To resolve this issue, use the following options:

Change Orders:

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

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

FCDs:

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

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

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

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

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

REFERENCES:

California Code of Regulations (CCR) Title 24
Part1: California Administrative Code, Sections 4-215, 4-233, 4-338 and 4-341

California Health and Safety Code, Sections 16011, 16013 and 16015

California Education Code, Sections 17280 and 81130

This IR is intended for use by DSA staff and by design professionals to promote statewide consistency for review and approval of plans and specifications as well as construction oversight of projects within the jurisdiction of DSA, which includes State of California public schools (K–12), community colleges and state-owned or state-leased essential services buildings. This IR indicates an acceptable method for achieving compliance with applicable codes and regulations, although other methods proposed by design professionals may be considered by DSA.

This IR is subject to revision at any time. Please check DSA's website for currently effective IRs. Only IRs listed on the webpage at www.dgs.ca.gov/dsa/publications at the time of project application submittal to DSA are considered applicable.

Appendix A - Sample CCD Category A

DSA **140**

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

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

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

APPLICANT

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

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

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

Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

Signature: R. Hanks

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

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

Brief description of construction change (attach additional sheets if needed):
Change bolts to lags on detail 7/S5.

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

DSA USE ONLY

SSS_____ Date_____ Approved / Disapproved / Not Req'd

FLS_____ Date_____ Approved / Disapproved / Not Req'd

ACS_____ Date_____ Approved / Disapproved / Not Req'd

Remarks_____

For business office use only
Date Sent
Return By
Delivery Method

DSA Stamp

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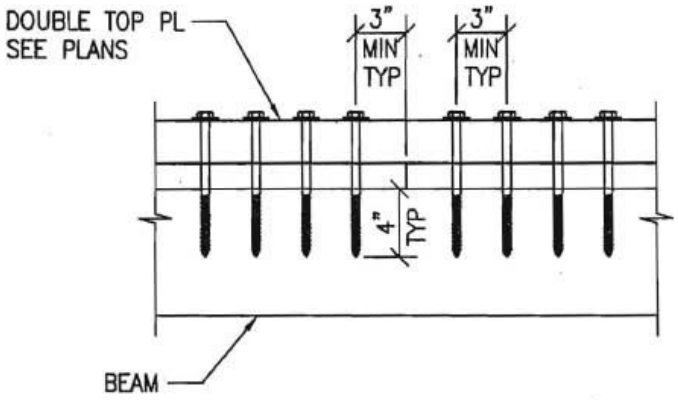
DIVISION OF THE STATE ARCHITECT DEPARTMENT OF GENERAL SERVICES STATE OF CALIFORNIA

Appendix A - Sample CCD Category A (continued)

CCD 5 SHT# 1 OF 2



SCHEDULE	
TYPE	SCREWS
TYPE A	16–5/8"ø LAG
TYPE B	24–5/8"ø LAG

NOTE:

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

ALTERNATE TO DETAIL 7/S5 CL-1

SHEET# 1 OF 1

REGISTERED PROFESSIONAL ENGINEER IMA ENGEN NO. 13457 STRUCTURAL STATE OF CALIFORNIA

Project Name:	BEST SCHOOL
DSA Application #:	04-119119x
CCD Number:	05
Date:	5/5/15

Appendix A - Sample CCD Category A (continued)

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

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

CHANGE DETAIL 7/S5 FROM BOLTS TO LAG

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

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

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

FROM 7/S5 TWO TYPES OF SPLICES.

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

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

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

Appendix B - Sample CCD Category B

DSA **140**

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

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

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

APPLICANT

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

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

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

Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

Signature: R. Hanks

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

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

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

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

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

DSA USE ONLY

SSS_____ Date_____ Approved / Disapproved / Not Req'd

FLS_____ Date_____ Approved / Disapproved / Not Req'd

ACS_____ Date_____ Approved / Disapproved / Not Req'd

Remarks_____

For business office use only

Date Sent_____

Return By_____

Delivery Method_____

DSA Stamp

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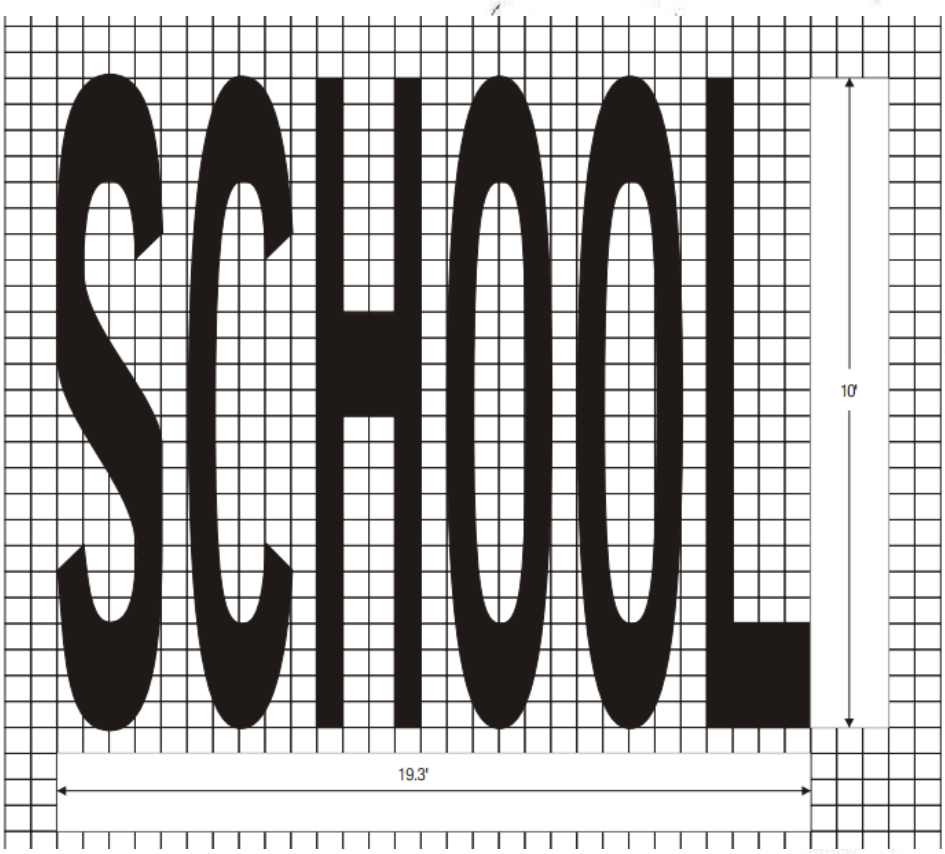
Appendix B - Sample CCD Category B (continued)

CCD 6 SHEET # 1 OF 1



SHEET # 1 OF 1

LICENSED ARCHITECT
ROBIN HANKS
RENEWAL DATE
STATE OF CALIFORNIA

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

DSA **3**

PROJECT SUBMITTAL CHECKLIST

GENERAL REQUIREMENT

Projects submitted to DSA must include one-hundred percent 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 DSA 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 the 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 utilizing manufactured 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

PR 18-01: Request for Alternate Design, Materials and Methods of Construction. ..... ☐

8. *DSA 403 A and/or B and 403-C: Energy Code Certificates of Compliance Checklist and CALGreen*

Code Project Submittal Checklist ..... ☐

9. For pre-check (PC) submittals *DSA 403-PC PER and/or DSA 403-PC PRE and 403-C: Energy Code Certificates of Compliance Checklist and CALGreen Code Project Submittal Checklist* ..... ☐

10. *DSA 1-L: Outdoor Water Use Self-Certification of Landscape Irrigation Design* form and documentation with Site Landscape Are Location Plan. Applicable to public elementary and secondary schools and community college projects for new building construction and site work on a new or existing site. See *PR 15-03: Compliance with CALGreen Outdoor Water Use Regulations* ..... ☐

PART 2 – APPLICATION FEES — ENTER X OR N/A

1. Payment
   a. 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.). Clients interested in paying fees affiliated to their filing fee, certification re-examination fee or plan/field review invoices may access the online payment option by following the instructions in *PR 20-02: Online Payments for Plan Review Filing Fees, Plan/Field Review Fee Invoices and Project Certification Re-Examination Fees* for more details.

2. Project Submittal
   a. Structural, Fire and Life Safety and Access Compliance plan review fees as required. ..... ☐

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

      Note: 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 ..... ☐

      An additional fee is required for CALGreen/Energy Code plan review for PC submittals for permanent modular or relocatable buildings. See *PR 07-01: Pre-Check Approval*).

PART 3 – CONSTRUCTION DOCUMENTS — ENTER X OR N/A

A. GENERAL REQUIREMENTS FOR DRAWINGS AND SPECIFICATIONS

1. One hundred percent completed 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 *PR 18-04: Electronic Plan Review for Design Professionals of Record.* ..... ☐

d. Over-The-Counter (OTC) Plan Review submittal prepared in accordance with DSA 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 *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.) ..... ☐

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 ..... ☐

   a. If used, indicate Statement of General Conformance, DSA Interpretation of Regulations *(IR) A-18: Use of Construction Documents Prepared by Other Professionals* and identify sheets under this category. ..... ☐

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.) **Note:** 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 DSA Guideline (*GL) 3: Structural Plan Review* for list of items eligible for deferred submittal.) ..... ☐

8. For alterations, if a project is either under the valuation threshold, has been granted a finding of unreasonable hardship or technical infeasibility, provide a note on the title sheet indicating the project is under the valuation threshold, or the finding of unreasonable hardship or technical infeasibility and describing the nature and scope of the revised path of travel and the elements of the path of travel that will, and will not, be improved because of the valuation threshold exception, unreasonable hardship or technical infeasibility ..... ☐

9. Acceptance testing note on either the title sheet, architectural cover sheet or general notes sheet requiring acceptance testing to be provided by certified technicians for envelope design ..... ☐

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: on-site public transportation stops, public way, accessible parking, accessible passenger loading zones, administration building, and accessible restroom(s) serving area of work. For additions, alterations relocations, provide Design Professional in General Responsible Charge Statement. See *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. Sidewalk and roadway delineated, with widths and surface materials identified within scope. ..... ☐
8. Path of exit discharge to public way or to identified area(s) of safe dispersal. ..... ☐
9. 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. Indicate termination of exiting utilities serving the demolished building, and/or any constructed or installed elements to house terminations. ..... ☐

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 indicated..... ☐
9. A detailed bleacher seating layout, identifying accessible seating and remaining floor area occupant

load calculations (required in initial submittal even for projects where bleachers are identified as a deferred submittal). ..... ☐

10. Way-finding and signage plans with legends and/or schedules cross-referenced to details. ..... ☐
11. Dedicated egress provided within a new addition, unless the existing adjacent structure providing egress is of equal or greater live load and lateral load design criteria than the new addition (per *Part 1, Title 24, Section 4-306*). ..... ☐

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

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

G. STRUCTURAL DRAWINGS

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

8. Project details, schedules and notes, as applicable to scope of work. ..... ☐

9. For relocatable buildings less than 2,160 square feet, identify and detail wood or concrete foundations. ☐
10. For relocatable buildings over 2,160 square feet, identify and detail concrete foundations ☐

H. MECHANICAL/PLUMBING DRAWINGS AND CALCULATIONS

1. Location of all rated wall and ceiling assemblies identified. ☐
2. Mechanical unit locations shown, anchorage details referenced. ☐
3. Mechanical equipment schedule, including equipment CFMs (cubic feet per minute rating), unit operating weights and cross-reference to anchorage details. ☐
4. For MEP (Mechanical/Electrical/Plumbing) only projects, show partial structural framing plans at existing floors or roofs supporting mechanical equipment. ☐
5. Anchorage details for ducts and piping. ☐
6. Plumbing fixture schedules with flow rates and flush volume indicated. ☐
7. Mechanical and piping penetrations at fire-resistance-rated walls, shear walls, headers, lintels, floors and roofs identified and cross referenced to details. ☐
8. Plumbing layout coordinated with architectural plans and accessible fixtures identified. ☐
9. Grade level gas shut-off valve location indicated at all buildings. ☐
10. Locations of all fire/smoke dampers, supply/return registers and ducting indicated with details cross-referenced. ☐
11. Fume hood system shown including weight and exhaust duct identified and detailed. ☐
12. Type I kitchen hood fire suppression system identified and detailed. (Show gravity support and lateral bracing for kitchen hoods.) ☐
13. Any special systems indicated, including smoke removal, special venting, dust collection and all interfacing equipment identified and detailed with weights shown or scheduled for required anchorage design. ☐
14. Domestic water and gas load calculations with pipe sizes identified. ☐
15. Water heating system and location of equipment identified. ☐
16. For new building construction and site work on a new or existing site, provide the following Energy Code compliance documentation:
    a. Energy Code Certificate of Compliance forms included with appropriate signatures plans. ☐
    b. Mechanical acceptance testing note on the title sheet of submitted plans requiring acceptance testing to be provided by certified technicians for mechanical systems ☐

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. For new building construction and site work on a new or existing, provide the following Energy Code compliance documentation:
   a. Energy Code Certificate of Compliance forms with appropriate signatures included on plans. ..... ☐
   b. Lighting controls and process equipment acceptance testing note on the title sheet of submitted plans requiring acceptance testing for lighting controls and process equipment to be provided by certified technicians for lighting controls, and process equipment ..... ☐

J. FIRE ALARM SYSTEM DRAWINGS

1. *GL2: 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 9-1* for projects, where required). ..... ☐

K. AUTOMATIC FIRE SPRINKLER SYSTEMS (AFSS) DRAWINGS

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

6. Details of all assemblies, fittings, bracing, hangers, thrust blocks, signage, flexible piping and any other required AFSS equipment or supports. ..... ☐

PART 4 – SUPPORTING DOCUMENTATION **ENTER X OR N/A**

A. GENERAL SUPPORTING DOCUMENTS

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

B. STRUCTURAL REVIEW SUPPORTING DOCUMENTS

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

   (Applicable to new construction, additions and relocations. See procedure *PR 14-01: Flood Design and Project Submittal Requirements*.) ..... ☐
3. PROJECT STRUCTURAL CALCULATIONS
   a. One set of stamped and signed structural calculations indicating codes used. ..... ☐
   b. Index of all calculations included. ..... ☐
   c. Description of scope of work covered by the submitted calculations with complete design criteria indicated. Provide a clear narrative for each calculation section with main assumptions and design approach to be used. Address the impact to existing structural lateral systems of any proposed partial demolition(s). Reference *CAC 4-309* for structural rehabilitation triggers. ..... ☐
   d. Seismic, wind and importance load factors indicated. Wind loading provisions including wind speed, exposure and any specialized items such as topographic effects need to be clearly defined. ..... ☐
   e. Snow load utilized in the design identified; provide snow drift calculations, if appropriate. ..... ☐

f. Utilized soil bearing pressure indicated. If greater than 1,500 psf, or where the exceptions in *California Building Code (CBC) Section 1803A.*2 are not met, provide substantiating geotechnical report. ..... ☐

g. Utilized lateral soil passive pressure indicated. If greater than 100 psf, provide substantiating geotechnical report. ..... ☐

h. Completed design checks of foundations including check of soil stresses and strength checks of footings. ..... ☐

i. Allowable lateral soil pressure for the design of poles, signs or antennae. ..... ☐

j. Calculations for miscellaneous site structures. ..... ☐

k. Key plans for foundations, floors and roofs, coordinated and cross referenced to the submitted structural calculations. ..... ☐

l. Lateral drift calculations, as required by code, ... ☐

m. Load calculations, including weight of mechanical and electrical units and fire sprinkler pipe, ... ☐

n. Calculations for mechanical equipment anchorage, including overturning, ... ☐

o. Complete gravity system calculations, including checks of connections, ... ☐

p. Complete truss calculations and details for open-web trusses (unless deferred), ... ☐

q. Complete chord and collector calculations, ... ☐

r. Lateral system calculations, including checks of connections, ... ☐

s. Calculations for lateral floor and roof diaphragms. ..... ☐

t. Rigid diaphragms identified and calculations provided for accidental torsion consideration..... ☐

u. Dynamic analysis calculations required for buildings with structural irregularities, in accordance with American Society of Civil Engineers Standard ASCE 7, Table 12.6-1. ..... ☐

v. For designs by computer analysis, printouts of key input and output with a copy of the input and output files must be included. Structural calculation should provide all model geometry, loading information, boundary conditions, material properties, framing sizes, and strength check modifiers. Calculations must also contain primary analysis results such as reactions, all strength checks, and any connection design output to justify the design with the model provided as backup. ..... ☐

4. GEOTECHNICAL INVESTIGATION / SOILS REPORT (See *CBC 1803A* for applicability)

a. New report applicable to the buildings in the scope of work with the appropriate professionals' stamps and signatures. ..... ☐

b. A previous report may be submitted if a reevaluation is made and found to be currently appropriate. A letter updating the original report(s) by the same geotechnical engineer or geotechnical engineering firm must be included.) ..... ☐

5. GEO-HAZARDS REPORT (See procedure *PR 14-01* for applicability) ..... ☐

a. A Geo-Hazards Report applicable to the buildings in the scope of work, with the appropriate professionals' stamps and signatures. ..... ☐

b. A previous report may be submitted provided that a reevaluation is made and found to be currently appropriate and the additional criteria outlined in *IR A-4: Geohazard Report*

Requirements are satisfied. Provide a letter updating original report(s) by the same geotechnical engineer or geotechnical engineering firm.) ..... ☐

c. One copy of a completed California Geological Society (CGS) application with CGS project number, per *IR A-4* ..... ☐

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 and window 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 ..... ☐

AGREEMENT FOR ARCHITECTURAL SERVICES
BY AND BETWEEN
ROWLAND UNIFIED SCHOOL DISTRICT AND
[INSERT NAME]
_____ PROJECT

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CERTIFICATIONS TO BE COMPLETED BY ARCHITECT

This Agreement for Architectural Services is made as of _____20_____, between the **Rowland Unified School District** ("**District**") and _____**Architects** ("**Architect**") (individually a "**Party**" and collectively the "**Parties**"), for the following project ("**Project**"):

> [Insert Name of Project], located at [Insert School(s) Name and Address(es)], 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 must invoice for each component separately and District will 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

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. **Agreement**: The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.

1.2. **Architect**: The architect listed in the first paragraph of this Agreement, including all Consultants to Architect, although there is no contractual relationship between District and any Consultants employed by Architect under terms of this Agreement.

1.3. **As-Built Drawings ("As-Builts")**: Any document prepared and submitted by District's contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by change orders.

1.4. **Bid Set**: The plans, drawings, and specifications at the end of the Construction Documents Phase that DSA has approved and that District can use to go out to bid for construction of the Project.

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. 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.

1.6. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget is sometimes informally referred to as "hard costs" and does not include the compensation of Architect and Consultants, the cost of the land, rights-of-way, financing or other costs which are the responsibility of District, including construction management.

1.7. **Construction Manager**: Architect recognizes that District may obtain the services of a construction manager for this Project. The Construction Manager, if any, upon prior written authorization by District, would be authorized to provide direction to Architect, and issue written approvals and Notices to Proceed on behalf of District. District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by District's Governing Board.

1.8. **Consultant(s)**: Any consultant(s), subconsultant(s), subcontractor(s), or agent(s) to Architect. Nothing in this Agreement shall create any contractual relationship between District and any Consultant employed by Architect under terms of this Agreement. Architect shall be solely responsible for any delay caused by its Consultants and any error or omission associated with Consultant's work.

1.9. **Day(s)**: Unless otherwise designated, "day(s)" means calendar day(s). "**Business days**" shall mean days except Saturday, Sunday, a day that is federally-recognized holiday, or a day that is a California-recognized holiday.

1.10. **Deliverables** The work product and other output of the Services required to be performed by Architect as part of the Services, as specified in the relevant section of this Agreement.

1.11. **District**: The **Rowland Unified School District**.

1.12. **DSA**: The Division of the State Architect.

1.13. **Force Majeure or Force Majeure Event**: Shall mean one (1) or more of the following events that prevents District's or Architect's performance and is beyond the reasonable contemplation of the Parties at the time they entered into this Agreement: fires; floods; lightning; explosion; windstorms; tornadoes; earthquakes; other natural catastrophes which neither Party can prevent; acts of nature or public enemy (including acts of terrorism); war (declared or undeclared); riot or similar civil disturbance; blockade; insurrections; revolution; epidemics; pandemics; viral outbreaks; quarantine restrictions; strikes; lockouts and other labor disputes; fuel shortages; or freight embargoes. Force Majeure Events may include the actions or omissions of third parties not under control of District or Architect. Notwithstanding the preceding, Force Majeure Events will **not** include market conditions reasonably foreseeable at the time the Parties entered into this Agreement and/or cost escalations that result from any action or inaction of Architect in performing the Services, including escalations to the Construction Cost Budget.

1.14. **Project Budget**: The total amount indicated by District for the entire Project plus all other costs, including design, construction, administration, financing, and all other costs. The Project Budget is sometimes informally referred to as the "hard costs" and the "soft costs."

1.15. **Record Drawings**: A final set of drawings prepared by 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.

1.16. **Service(s)**: All labor, materials, supervision, services, tasks, and work that Architect is required to perform and that are required by, or reasonably inferred from, this Agreement, and that are necessary for the design and completion of the Project.

1.17. **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 upon the execution of this Agreement. 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 District and other Project participants including the Contractor and District's Construction Manager, if one is retained by District for the Project.

2.3. Architect and its Consultants shall provide Services for the Project: (i) using their professional skill and judgment; (ii) acting with due care and in accordance with 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 District; (iii) the terms of this Agreement; and (iv) in accordance with standards regarding the application and interpretation of applicable law, code, rule or regulation in effect at the time the Services are rendered (collectively, "Standard of Care").

2.4. Architect's Services shall comply with professional architectural standards and applicable requirements of federal, state, and local law including, without limitation:

2.4.1. The California Building Standards Code (Title 24, California Code of Regulations), including amendments and ordinances.

2.4.2. Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes.

2.4.3. Americans with Disabilities Act.

2.4.4. Education Code of the State of California.

2.4.5. Government Code of the State of California.

2.4.6. Labor Code of the State of California, division 2, part 7, Public Works and Public Agencies.

2.4.7. Public Contract Code of the State of California.

2.4.8. U. S. Copyright Act.

2.4.9. For school district projects, all Interpretation(s) of Regulation (IRs) issued by DSA that apply to the Project.

2.5. **Storm Water**. Architect, through its Consultant(s), shall be District's Qualified Storm Water Developer ("QSD") and shall prepare all documents necessary for District to be in compliance with the current Construction General Permit ("CGP") of the State Water Resources Control Board.

2.5.1. Architect must promptly inform District, in writing, if Architect will require a Consultant to be the QSD (e.g., Architect's Civil Engineer Consultant).

2.5.2. Prior to Architect's first submittal of Construction Documents for District's review and approval, Architect must identify all procedures, processes, items and work that will be required to comply with the CGP so that the Project contractor can price and perform that work.

2.6. Architect shall contract with or employ at Architect's expense, any Consultant(s) Architect considers necessary to complete Architect's Services, 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. Architect must submit the names of Consultant(s) to District for approval prior to commencement of Services. District reserves the right to reject Architect's use of any Consultant. Nothing in the foregoing procedure shall create any contractual relationship between District and any Consultant(s) employed by Architect under terms of this Agreement.

2.7. Architect shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by District for the design, coordination or management of other work related to the Project.

2.8. 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. Architect acknowledges the provisions in **Exhibit A** during the Construction Administration Phase entitled "Duty to Timely Respond to DSA Inquiries." Architect shall be solely responsible for any Project related delay and all costs or damages that result from Architect's failure 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 District's DSA Project Inspector(s).

2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by District, that District may use on its website.

2.13. Architect shall coordinate and integrate its work with any of the following information and/or services as provided by District:

2.13.1. Ground contamination or hazardous material analysis.

2.13.2. Any asbestos and/or lead testing, design or abatement.

2.13.3. Compliance with the California Environmental Quality Act ("CEQA"). Architect agrees to coordinate its work with that of any CEQA consultants retained by District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by District into the Project design at no additional cost to District. If District and/or its CEQA consultant does not provide mitigation measures to Architect when reasonably required for incorporation into the Project design, Architect may invoice District for the work required to incorporate those mitigation measures as Extra Services in accordance with the Article herein entitled "Payment for Extra Services or Changes".

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. Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.

3.2. Architect agrees that the following key people in Architect's firm and Consultants must be associated with the Project in the following capacities:

Architect's Personnel/Employees:	**Architect's Consultants & Lead/Key Personnel:**
Principal in Charge: [Insert Name] Project Director: [Insert Name] Project Architect(s): [Insert Name] Other: [Insert Name] Other: [Insert Name] Other: [Insert Name] Other: [Insert Name]	Electrical: [Insert Name and Lead or Key Person] Mechanical: [Insert Name and Lead or Key Person] Structural: [Insert Name and Lead or Key Person] Civil: [Insert Name and Lead or Key Person] Landscape: [Insert Name and Lead or Key Person] Food Service: [Insert Name and Lead or Key Person] Acoustics: [Insert Name and Lead or Key Person] Estimating: [Insert Name and Lead or Key Person] Other: [Insert Name and Lead or Key Person] Other: [Insert Name and Lead or Key Person]

3.3. All proposed personnel and Consultants are subject to review and acceptance by District prior to commencing work on the Project. District's review and approval of any replacement personnel or Consultant is required prior to commencing work on the Project. District reserves the right to reject or request replacement of any personnel or Consultant in the best interest of the Project.

3.4. Architect shall not change any personnel or Consultant listed above without prior written notice to and approval by District, unless that person ceases to be employed by Architect. In either case, Architect shall provide District the opportunity to interview and approve any replacement personnel and/or Consultant.

3.5. If any personnel or Consultant (or Consultant employee) listed above fails to perform to the satisfaction of District, then upon written notice from District to Architect, Architect shall have five (5) Days to remove that person or Consultant from the Project and provide an acceptable replacement.

3.6. **Conflict of Interest.** Architect represents that 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. Architect shall not perform any Services that would prohibit it from performing subsequent work for the Project or associated work, consistent with the requirements of Government Code section 1097.6, which states, in pertinent part: "*[Architect]'s duties and services under this [A]greement shall not include preparing or assisting the [District] with any portion of the [District]'s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the [District]. The [District] entering this [A]greement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this [P]roject. [Architect]'s participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. [Architect] shall cooperate with the [District] to ensure that all bidders for a subsequent contract on any subsequent phase of this [P]roject have access to the same information, including all conceptual, preliminary, or initial plans or*

specifications prepared by [Architect] pursuant to this [A]greement." (Gov. Code § 1097.6(c)(1).)

3.7. Architect shall comply with Education Code section 17280, et seq., including, without limitation, Sections 17302 and 17309, and agrees that any plans, specifications and/or estimates included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the work of the Project construction.

Article 4. Schedule of Services / Term

4.1. Architect shall commence Services upon the execution of this Agreement and shall diligently perform the Services as described in **Exhibit A**, in compliance with the schedule in **Exhibit C**, and continue performance until the Project is completed ("**Term**"), or this Agreement is terminated as indicated herein, whichever is earlier. The Term is further detailed in the schedule in **Exhibit C**.

4.2. Time is of the essence and failure of Architect to perform Services in compliance with the schedule in **Exhibit C** is a material breach of this Agreement, unless the delay is beyond Architect's and/or its Consultant(s)' reasonable control.

4.3. 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 may, if approved by District's Governing Board, 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.

4.4. 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 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.

Article 5. Construction Cost Budget

5.1. Architect hereby accepts District's established Construction Cost Budget and Project scope. In accordance with **Exhibit A**, Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for District at the beginning of the Project and at the completion of each design phase. District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with 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 Architect will not exceed the Construction Cost Budget, as adjusted subsequently with District's written approval. Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.

5.3. District is relying on Architect's expertise regarding the cost of construction. If any of the following events occur:

- The lowest responsive base bid received exceeds the Construction Cost Budget by ten percent (10%) or more; or
- The combined total of base bid and all additive alternates is ten percent (10%) or more below the Construction Cost Budget; or
- The Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in

which District's administrative office is located, in so far as these have not been caused by a Force Majeure Event.

Then District, in its sole discretion, has one or a combination of the following alternatives:

5.3.1. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.

5.3.2. Authorize Architect to assist 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 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 District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to District. The modification of Construction Documents shall be the limit of Architect's responsibility arising out of the establishment of a Construction Cost Budget. All other obligations of Architect, including construction administration services, remain as stated in this Agreement.

Article 6. Fee and Method of Payment

6.1. Architect's Fee as described in **Exhibit D** shall be Architect's full compensation for the performance of all Services. Architect shall bill for its Services in accordance with the requirements of **Exhibit D**.

6.2. No increase in Fee will be due from change orders generated during the Construction Administration Phase to the extent caused by Architect's error or omission.

6.3. Regardless of the structure of Architect's Fee, the Fee will be adjusted downward if the scope of Services is reduced by District in accordance with this Agreement. Architect will be paid for Services authorized and performed prior to District's notice to Architect of any reduction.

Article 7. Payment for Extra Services or Changes

7.1. District-authorized services outside of the scope described in **Exhibit A** or District-authorized reimbursables not included in Architect's Fee are "Extra Services." Any charge for Extra Services shall be paid by District as described in **Exhibit B** only upon certification that the claimed Extra Services were authorized and that the Extra Services have been satisfactorily completed. If any service is performed by Architect without prior ***written*** authorization by District or District's authorized representative, District will not be obligated to pay for that service.

7.2. The foregoing provision notwithstanding, District will pay Architect as described in **Exhibit B** for Extra Services that District or District's authorized representative verbally requests, provided that:

7.2.1. Architect confirms each request in writing pursuant to the Notices and Communications Article of this Agreement,

7.2.2. District has an opportunity to rescind or otherwise clarify the nature and/or scope of the request after receipt of Architect's notice, and

7.2.3. Architect proceeds with those Extra Services not earlier than two (2) business days after

District receives confirmation of the request from 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 Deliverables that Architect or its Consultants prepare or causes to be prepared pursuant to this Agreement.

8.2. Architect retains its rights to all copyrights, designs and other intellectual property embodied in the Deliverables that Architect or its Consultants prepares or causes to be prepared pursuant to this Agreement.

8.3. 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. Architect shall deliver to 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, District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that District should rely on hard copies of all documents.

8.4. In order to evidence what CADD information was provided to 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 Architect or Consultant(s) subsequent to it being provided to District.

Article 9. Termination of Agreement

9.1. If Architect fails to perform the Services to the reasonable satisfaction of District and as required by this Agreement, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon District giving written notice thereof to 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. District may, at its discretion, provide Architect time to cure its default or breach.

9.2. District shall have the right in its sole discretion to terminate this 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. Architect has the right to terminate this Agreement if District fails to make payment of undisputed amounts due to Architect hereunder. That termination shall be effective on the date District receives written notice of the termination from Architect. Architect may invoice District according to the percentage completed based on **Exhibit D** and District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination, not to exceed the Fee.

9.5. If, at any time in the progress of the Design Phases of the Project, District's Governing Board determines that the Project should be terminated, Architect, upon written notice from District of the termination, shall immediately cease performing Services. District shall pay 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 District suspends the Project for more than one hundred twenty (120) consecutive Days, Architect shall be compensated for Services performed prior to the notice of suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of Architect's Services. If District suspends the Project for more than eighteen (18) months, Architect may terminate this Agreement by giving written notice.

9.7. Following termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to District upon written request and at no cost to District the following items (hereinafter "Instruments of Service") in the electronic format requested by District and which District shall have the right to utilize in any way permitted by statute:

9.7.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in electronic (.pdf) format.

9.7.2. 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.

9.7.3. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by Architect under this Agreement.

9.8. In the event District changes or uses any fully or partially completed documents without Architect's knowledge and participation, District agrees to release Architect of responsibility for those changes, and shall indemnify and hold Architect harmless from and against any claim, including, but not limited to, reasonable attorneys' fees, on account of any damage or loss to property or persons, including injuries or death, arising out of that change or use except to the extent Architect is found to be liable in a forum of competent jurisdiction. In the event District uses any fully or partially completed documents without Architect's full involvement, District shall remove all title blocks and other
information that might identify Architect and Architect's Consultants.

Article 10. Architect Indemnity

10.1. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify, protect, defend and hold free and harmless District, its agents, representatives, officers, consultants, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Architect, its directors, officials, officers, employees, contractors, subcontractors, Consultants or agents arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes Architect's liability as to the active or sole negligence or willful misconduct of District.

10.2. The following shall be Claims, to the extent they satisfy the definition of Claims herein:

10.2.1. **Cost of Project delays**. Without limiting Architect's liability for indirect cost impacts due to Project delays, the direct costs for which Architect shall be liable shall be proportionate to the amount 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. **Cost of construction change orders for errors and omissions**. Without limiting Architect's liability for indirect cost impacts, the direct costs for which Architect shall be liable shall equal the difference between the cost of the change order(s) and the reasonable cost of the work had that work been a part of the originally prepared construction documents, to the extent that the change order(s) arise out of, pertain to, relate to or result from the negligent errors or omissions, recklessness, or willful misconduct of Architect in the performance of any Services that falls below the Standard of Care as defined herein.

These amounts may be paid by Architect to District or District may in reasonable good faith withhold those costs from amounts owing to Architect, pending resolution of the Claim(s).

10.3. Architect's duty to indemnify and defend under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until any such Claim(s) are barred by the applicable statute of limitations and is in addition to any other rights or remedies that District may have under the law or this Agreement.

10.4. Architect's duty to defend shall begin upon District's notification to Architect of a Claim. At that time, Architect shall pay for the defense of the Claim at its sole cost. At the resolution of a Claim, either by dispute resolution, settlement, litigation, arbitration or otherwise, 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 mutual good faith determination of District and Architect. At that time the Parties shall determine the defense costs that are chargeable to 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 agree prior to commencing any legal action relating to any Claim 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 the 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 admission made, and any document 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 must be 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 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 Mediation process shall only apply to Claims pursuant to the Architect Indemnity provision herein and shall not apply to any dispute to be resolved pursuant to the Alternative Dispute Resolution provision herein.

Article 12. Fingerprinting

12.1. The Parties have determined and agreed that the Services provided by Architect, Consultants, and their employees will not interact with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee.

12.2. If any employee (or subconsultant(s)'s employee) who will interact with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, Architect agrees that it is responsible for complying with Education Code section 45125.1, and must provide a valid criminal records summary provided by the Department of Justice (DOJ). In those instances, Architect will ensure the following occurs.

12.2.1. The employee must provide sets of fingerprints to the DOJ that the DOJ will use to obtain criminal record summary information from itself and the Federal Bureau of Investigation (FBI).

12.2.2. The DOJ shall review the criminal record summary it obtains from its internal search and from the FBI to ascertain whether an applicant for employment has a conviction, or an arrest pending final adjudication, for any sex offense, controlled substance offense, crime of violence, or serious or violent felony. If the criminal record summary for an employee reflects a conviction or arrest for any of these, that employee shall not perform any services for the District.

12.2.3. The Architect shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service.

Article 13. Responsibilities of District

13.1. District shall examine the documents submitted by 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. District shall verbally or in writing advise Architect if District becomes aware of any fault or defect in

the Project, including any errors, omissions or inconsistencies in Architect's Deliverables. Failure to provide this notice shall not relieve Architect of its responsibility therefore, if any.

13.3. Unless District and Architect agree that a hazardous materials consultant shall be a Consultant of Architect, 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 District or are requested by District. These services 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 District and is not a Consultant of Architect, the specifications shall indicate that the specifications prepared by District's consultant relating to these matters, are included in Architect's bid documents for District's convenience and have not been prepared or reviewed by Architect. The bid documents shall also direct questions about the specifications to the consultant that prepared the specifications.

13.4. District personnel and/or its designated representatives shall coordinate with Architect as may be requested and beneficial for the coordination or management of work related to the Project.

13.5. District shall timely provide to Architect all relevant information in its possession regarding the Project that is necessary for performance of Architect's Services.

13.6. District shall pay all fees required by agencies having jurisdiction over the Project.

Article 14. Liability of District

14.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed.

14.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees and Consultants, even though the equipment may be furnished or loaned to Architect by District.

Article 15. Nondiscrimination

15.1. Architect agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected characteristic of a person.

15.2. Architect shall comply with 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 Services as required in **Exhibit E**.

Article 17. Covenant Against Contingent Fees

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for 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 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, District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Fee or other 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 and agreement of the Parties. 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 this 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 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 District approves of that incorporation in a separate writing signed by District. If proposals, quotes, statement of qualifications, or other similar documents prepared by Architect are incorporated into this Agreement, then that incorporation shall be limited to those terms that describe only 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 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 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 clause of this Agreement shall be determined and governed by the laws of the State of California.

20.2. The county in which the Project 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 District disapproves of any portion or amount(s) of Architect's invoices, District shall within thirty (30) Days of receipt of a disputed invoice, communicate to Architect in writing, with reasonable detail, the portion or amount of Architect's invoice that is disapproved for payment, the portion or amount that is approved for payment, and the basis for District's disapproval ("**Disputed Architect Invoice Detail**").

21.1.2. If Architect disagrees with the Disputed Architect Invoice Detail, Architect shall communicate to District in writing, and request to meet and confer in good faith to determine if the disagreement can be resolved. If reasonably possible, the meet and confer shall be scheduled to occur within thirty (30) Days of Architect's request.

21.1.3. If the Parties cannot resolve the matter during the meet and confer, the Disputed Architect Invoice will be handled as a "dispute" as provided herein.

21.2. Disputes between the Parties shall be resolved by the following processes:

21.2.1. **Negotiation**. The Parties shall first attempt in good faith to resolve any dispute by negotiation. The Parties' meet and confer process for any Disputed Architect Invoice Detail as detailed above, shall satisfy this negotiation requirement.

21.2.2. **Mediation**. Within thirty (30) Days following a Party's receipt of a notice from the other Party requesting 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 the Parties.

21.2.3. **Architect's Obligation to File Government Code Claim**: Nothing in this Agreement waives or modifies Architect's obligation to present a timely claim under Government Code section 910, et seq. Therefore, in addition to complying with the alternative dispute resolution procedures, the Architect is required to present claims to the District pursuant to Government Code section 910, et seq., if applicable. If, after the requirements of the alternative dispute e and the Dispute remains unresolved and the District rejects the Architect's Government Code claim (or it is deemed reject by operation of the statute), the Architect may proceed with initiating litigation as to the Dispute.

21.2.4. **Litigation**. Disputes that are not settled following completion of the negotiation and/or mediation processes shall be litigated in the California Superior Court in the county in which the Project 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 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 Architect's personnel are not and will not be eligible for membership in or any benefit 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 (offsetting any amounts already paid by Architect which can be applied as a credit against that liability).

23.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect was not an employee.

23.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 24. Warranty and Certification of Architect

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

24.2. Architect warrants and certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services.

24.3. Architect warrants and certifies that it is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since 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, Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all applicable Prevailing Wage Laws. Architect shall ensure that it and its Consultants comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its Certified Payroll Records 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 this Agreement exceeds Five Thousand Dollars ($5,000).

Article 26. Notices and Communications

Notices and communications between the Parties may be sent to the following addresses:

District:	**Architect:**
Rowland Unified School District 1830 South Nogales Street Rowland Heights, CA 91748 Attn: Joe Dixon, School Leaders Email: joe@schoolleaders.com	_____ _____ _____, CA _____
With a copy to: Janet Lozano, Purchasing Manager Purchasing Services	Attn: _____ Email: _____

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, 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 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, Architect, before it executes this Agreement, shall provide to District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount paid to DVBEs in conjunction with this Agreement, and documentation demonstrating 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 Architect's compliance with the provisions of this Agreement ("District's Audit Right"). District's Audit Right includes the right to inspect, photocopy, and to retain copies, outside of Architect's premises, of any Project-related records, documents and other information with appropriate safeguards, if such retention is deemed necessary by District in its sole discretion. District shall keep this information confidential, as allowed by applicable law.

28.2. District's Audit Right includes the right to examine all books, records, documents and any other evidence of procedures and practices that District determines are necessary to discover and verify that Architect is in compliance with the requirements of this Agreement.

28.3. If there is a claim for additional compensation or for Extra Services, District's Audit Right includes the right to examine books, records, documents, and any other evidence and accounting procedures and

practices that 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. 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. Architect shall make available to District for review and audit, all Project related accounting records and documents, and any other financial data. Upon District's request, Architect shall submit exact duplicates of originals of all requested records to District.

28.5. Architect shall include audit provisions in 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 District's written request to review and audit any Project-related documents, Deliverables, records and information maintained by Architect.

28.7. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of more than Ten Thousand Dollars ($10,000), this Agreement shall be subject to examination and audit by the State Auditor, at the request of District, or as part of any audit of District, for a period of three (3) years after final payment under this Agreement.

Article 29. Other Provisions

29.1. Neither District's review, approval of, nor payment for, any of the Services shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to District in accordance with this Agreement for all damages to District caused by Architect's failure to perform any of the Services to the Standard of Care.

29.2. Each Party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each Party acknowledges that the drafting of this Agreement was the product of negotiation, that no Party is the author of this Agreement, and that this Agreement shall not be construed against any Party as the drafter.

29.3. Architect shall issue a credit to District as an offset to the Fee, in an amount equal to one hundred percent (100%) of the tax deduction and/or credit Architect receives, if any, based on the Project per the energy efficient commercial building deduction. (26 U.S.C. §179D)

29.4. Architect acknowledges that District is a public agency that is subject to heightened curiosity by the news media and the public and that Architect may not be apprised of all facts surrounding the Project. Accordingly, Architect shall promptly refer all inquiries from the news media or public concerning this Agreement or Architect's performance of Services to District, and Architect shall not make any statements or disclose any documents to the media or the public relating to the performance of Services 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 District of that complaint. In its sole discretion, District shall determine the appropriate response to the complaint.

29.5. Confidentiality.

29.5.1. Architect, and its Consultants, and employee(s) shall maintain the confidentiality of all information received in the course of performing the Services. Architect understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain

confidentiality shall extend beyond the termination of this Agreement.

29.5.2. The Architect shall treat all information and data furnished to it by the District or any other Project team member or otherwise obtained or prepared by the Architect concerning the Project as strictly confidential and shall not disclose any of the same to any other person or entity unless required to do so in connection with the Architect's performance of this Agreement or any governmental filings or applications. The Architect shall not engage in or permit any public references or statements to the Project, the District, or the Architect's Services hereunder, including, without limitation, granting interviews to broadcast, print or other media, without the prior written consent of the District, which may be granted or withheld in the sole discretion of the District. The Architect-Engineer shall instruct all of its employees of the foregoing confidentiality obligation.

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 have executed this Agreement on the date(s) indicated below.

Dated: _____, 20___	Dated: _____, 20___
Rowland Unified School District	_____ **Architects**
By: _____	By: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____

EXHIBIT A

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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1. BASIC SERVICES
2. PRE-DESIGN AND START-UP SERVICES
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8. CLOSEOUT PHASE
9. MEETINGS / SITE VISITS / WORKSHOPS

Project Description. The Project shall include the design of the following at **[Insert Name of Project Site(s)]** ("School Site(s)"):

- **[Include Bullet Point Description of Project]**

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 this 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. 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.

1.3. Site Inspection / Visual Verification. During or before the "Pre-Design and Start-Up Services" identified below, Architect shall Visually Verify all available 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 District.

1.3.1. If Architect determines that the information or documentation District provides is insufficient for purposes of design or if Architect requires additional information through further action (e.g., required destructive action; 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 District has not provided), Architect shall request that District acquire that information at the soonest possible time after Architect becomes aware that this additional information is needed. Architect must include in that request:

1.3.1.1. A report with specific details on the scope of the additional information or documentation that Architect determines is needed, including the process required (e.g., destructive investigation/testing) to acquire that additional information or documentation; and

1.3.1.2. The cost that Architect proposes to charge District to acquire that required additional information or documentation.

1.3.2. If the Parties mutually agree, this additional information and service shall be procured through Architect, who may invoice District for those services as Extra Services.

1.4. Technology Backbone. Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with District's Information Technology Department and/or District's technology and security 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 Architect based on the information provided by District's technology and security consultant as appropriate to the level of design completion.

1.5. District Standards. Architect and its Consultants shall incorporate into the Deliverables all adopted District product standards for facilities and construction. Architect and its Consultants shall not incorporate any specific products, items, systems, or materials unless the District's Governing Board has adopted those item(s) as a District standard.

1.6. 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. District shall procure furnishings and moveable equipment. Advise District on lead times and availability of all Project equipment, materials, supplies, and furnishings to ensure that all of these will be available to District in a timely fashion so as to not delay the Project and/or delay District's beneficial occupancy of the Project.

1.7. 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 District's request, Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. 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").

District will compensate Architect for fees Architect incurs in 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 Architect, its Consultants, agents, officers, and employees, Architect shall reimburse District the fees paid for Mandatory Assistance.

1.8. Oversight and Inspection Requirements

1.8.1. Architect agrees and acknowledges that 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.

1.8.2. **Distribution of CCD Category A Documents.** Architect shall provide the contractor and Project Inspector with DSA approved Construction Change Document (CCD) Category A prior to commencement of work shown thereon.

1.8.3. **CCD Category A Statement in Final Verified Report.** The final verified report (form DSA- 6A/E) from 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.

1.8.4. **No DSA Approval.** If Architect determines that the Project does not require DSA approval, Architect shall inform District in writing prior to the Bidding Phase, as to why it has determined that DSA approval is not required. Architect shall advise District the name of the agency having jurisdiction over the Project (e.g., the city in which the Project is located) and obtain, on behalf of District, all permits and approvals required to construct the Project.

2. PRE-DESIGN AND START-UP SERVICES

2.1. Project Initiation

Within seven (7) Days following execution of this Agreement Architect shall:

2.1.1. Review the proposed Schedule of Work set forth in Exhibit C and prepare a detailed scope of work list and work plan for documentation in a computer-generated Project schedule to 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 District and by all regulatory agencies and additional definition of the Deliverables.

2.1.2. Review the developed work plan with District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

2.2. Development of Architectural Program

Architect shall prepare for 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 applicable code sections of the California Code of Regulations, Title 24, including amendments.

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 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 District and between Consultants.

2.2.6. Confer with District's Technology Department to verify technological requirements for the Project.

2.3. Construction Cost Budget

2.3.1. Architect shall have responsibility to further develop review and reconcile the Construction Cost Budget within the parameters of the Project Budget established in 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 District. The following conditions apply to the Construction Cost Budget prepared by Architect:

2.3.1.1. 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 District and its representatives.

2.3.1.2. 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.

2.3.1.3. Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.

2.3.1.4. Architect shall include all information and estimates from District and/or Construction Manager that are intended to be part of the Construction Cost Budget.

2.3.1.5. Seven (7) Days prior to submittal of documents, Architect shall submit its proposed Construction Cost Budget to District and Construction Manager for review and approval. At that time, Architect shall coordinate with District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

2.3.1.6. 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.

2.3.2. The Construction Cost Budget for the Project at this stage must at no point exceed District's Project Budget allocation for construction, unless specifically approved in writing by District. The accuracy of the Construction Cost Budget shall be the responsibility of Architect.

2.3.3. Throughout all Design Phases, Architect must recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary so that the design comes within the estimated Construction Cost Budget. Architect will receive no additional fee for any redesign service necessary to revise the Project design or Deliverables due to cost escalations or market conditions that Architect should have reasonably anticipated.

2.4. Presentation

Architect along with any involved consultant(s) shall present and review with District and, if directed, with 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.

2.5. Deliverables and Numbers of Copies

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

2.5.1. Two copies of Architectural Program (include comparison between developed program and "model" program, include narrative explaining any substantial deviations);

2.5.2. Two copies of Site Plan;

2.5.3. Two copies of revised Construction Cost Budget;

2.5.4. Two copies of final Schedule of Work;

2.5.5. Two copies of meeting Reports/Minutes from Kick-off and other meetings; and

2.5.6. Two copies of renderings provided to District for public presentation.

2.6. 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 this Agreement, Architect shall prepare for District's review a Schematic Design study, containing the following items as applicable to the Project scope:

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. Identify milestone activities or dates, specific task responsibilities of Architect, required completion times necessary for the review and approval by District and by pertinent regulatory agencies and further define Deliverables.

3.2. Review the developed work plan with District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

3.3. **BIM**. The Architect and its Consultants must utilize building information modeling ("**BIM**") in all components of the design and Deliverables for this Project. Architect shall confirm its BIM platform (e.g., Audodesk Revit, etc.) for District's prior written approval. The District requires, at a minimum, a BIM of at least Level 3 / "3D BIM" (integrated 3-D modeling, fully accessible to all participants in a single virtual environment, etc.). To the extent the Architect intends to add a
time component or pricing component to its BIM modeling (e.g., "4D" and/or "5D"), Architect must provide the cost impact of that as part of the Architect's Fee for the District prior written authorization. This use of BIM is a material term of the Agreement.

3.4. Architectural

3.4.1. 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.

3.4.2. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.

3.4.3. As applicable, identify proposed roof system, deck, insulation system and drainage technique.

3.4.4. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.

3.4.5. Identify code requirements, include occupancy classification(s) and type of construction.

3.5. Structural

3.5.1. 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.

3.5.2. Identify foundation systems (including fill requirements, piles, caissons, spread footings); with preliminary sizing identified.

3.6. Mechanical

3.6.1. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.

3.6.2. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.

3.6.3. Show selected system on drawings as follows:

3.6.3.1. Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.

3.6.3.2. Location and preliminary sizing of all major equipment and duct work in allocated spaces.

3.6.3.3. Schematic piping.

3.6.3.4. Temperature control zoning.

3.6.4. Provide design criteria to include the intent base of design for the Project.

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. Plumbing

3.7.1. As applicable, identify plumbing systems, including a conceptual single line diagram showing major piping and equipment, and identifying the sizes and locations of major equipment items including toilets, pumps, tanks, vaults and related items.

3.8. Electrical

3.8.1. Calculate overall approximate electrical loads.

3.8.2. 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.

3.8.3. Show system(s) selected on drawings as follows:

3.8.3.1. Single line drawing(s) showing major distribution system.

3.8.3.2. Location and preliminary sizing of all major electrical systems and components including:

3.8.3.2.1. Load centers.
3.8.3.2.2. Main panels.
3.8.3.2.3. Switch gear.

3.8.4. Provide design criteria to include the intent base of design for the Project.

3.8.5. 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.

3.9. Civil

3.9.1. Develop on and off-site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.

3.9.2. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.

3.9.3. Coordinate finish floor elevations with architectural site plan.

3.10. 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.

3.11. 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 this Agreement.

3.12. 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:

3.12.1. 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.

3.12.1.1. General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.

3.12.2. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to District the cost estimating format for prior review and approval.

3.12.3. 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).

3.12.4. The Construction Cost Budget for the Project must at no point exceed District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of Architect.

3.12.5. Architect shall submit its proposed Construction Cost Budget to District and Construction Manager for review and approval. At that time, Architect shall coordinate with District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

3.12.6. Throughout all Design Phases, Architect must recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary so that the design comes within the estimated Construction Cost Budget. Architect will receive no additional fee for any redesign service necessary to revise the Project design or Deliverables due to cost escalations or market conditions that Architect should have reasonably anticipated.

3.12.7. 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.

3.13. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated and requested by District and School Site staff, conduct meetings, site visits, and workshops. Architect shall take part in all meetings requested by District and School Site staff during the Schematic Design Phase.

3.14. Deliverables and Numbers of Copies

Architect shall upload all design documentation and Deliverables utilizing District's Project management information system and guidelines. Additionally, Architect shall provide to District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

3.14.1. Two copies of breakdown of Construction Cost Budget as prepared for this Phase;

3.14.2. Two copies of meeting Reports/Minutes;

3.14.3. Two copies of Schematic Design Package with alternatives;

3.14.4. Two copies of a statement indicating changes made to the Architectural Program and Schedule; and

3.14.5. 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.

3.15. Presentation

3.15.1. Architect shall present and review with District the detailed Schematic Design.

3.15.2. The Schematic Design shall be revised within the accepted program parameters until a final concept within the Construction Cost Budget has been accepted and approved by District at no additional cost to District.

3.16. District Sign Off

3.16.1. Architect shall not begin Design Development Phase services until District provides written approval of the Schematic Design package.

4. DESIGN DEVELOPMENT PHASE

Upon District's acceptance of Architect's work in the previous phase and assuming District has not delayed or terminated this Agreement, 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 Services:

4.1. **BIM**. Provide updated modeling for all the components below as part of the 3D virtual modeling prepared in the previous Phase.

4.2. Architectural

4.2.1. Scaled, dimensioned floor plans with final room locations including all openings.

4.2.2. 1/8" scale building sections showing dimensional relationships, materials and component relationships.

4.2.3. Identification of all fixed equipment to be installed.

4.2.4. Site plan completely drawn with beginning notes and dimensions including grading and paving.

4.2.5. Preliminary development of details and large-scale blow-ups.

4.2.6. Legend showing all symbols used on drawings.

4.2.7. Floor plans identifying all fixed and major movable equipment and furniture.

4.2.8. Further refinement of outline specification for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.

4.2.9. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:

4.2.9.1. Light fixtures.

4.2.9.2. Ceiling registers or diffusers.

4.2.9.3. Access Panels.

4.3. Structural

4.3.1. Structural drawing with all major members located and sized including roof and floor framing and foundation plans.

4.3.2. Establish final building and floor elevations.

4.3.3. Preliminary specifications.

4.3.4. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

4.4. Mechanical

4.4.1. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.

4.4.2. Major mechanical equipment should be scheduled indicating size and capacity.

4.4.3. Ductwork and piping should be substantially located and sized.

4.4.4. Devices in ceiling must be located.

4.4.5. Legend showing all symbols used on drawings.

4.4.6. More developed outline specifications indicating quality level and manufacture.

4.4.7. Control systems must be identified.

4.4.8. 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.

4.5. Plumbing

4.5.1. As applicable, identify updated, detailed single line diagram of the Project's plumbing including toilet plans, schematic piping, hot and cold and gas piping and sewer lines.

4.5.2. Major plumbing equipment must be scheduled indicating size and capacity.

4.5.3. Provide plumbing engineering calculations.

4.6. Electrical

4.6.1. All lighting fixtures must be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.

4.6.2. All major electrical equipment must be scheduled indicating size and capacity.

4.6.3. 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.

4.6.4. Legend showing all symbols used on drawings.

4.6.5. More developed and detailed outline specifications indicating quality level and manufacture.

4.6.6. 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.

4.7. Civil

4.7.1. 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.

4.7.2. 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.

4.8. Landscape

Further refinement of Schematic Design concepts. Includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

4.9. Bid Documents

Architect shall review and comment on District's construction bid contracts and contract documents ("Division 0" documents and "Division 1" documents).

4.10. Construction Cost Budget

4.10.1. Revise the Construction Cost Budget for the Project. Along with the conditions identified in this Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget:

4.10.2. 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.

4.10.3. The Construction Cost Budget for the Project must at no point exceed District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of Architect.

4.10.4. Architect shall submit its proposed Construction Cost Budget to District and Construction Manager for review and approval. At that time, Architect shall coordinate with District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

4.10.5. 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.

4.11. Constructability Review

District and/or its designee may conduct a construction review of the Design Development documents. If conducted, District will provide that report to Architect who shall make necessary changes along with providing written comments for each item listed in the report, at no additional cost to District.

4.12. 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 meeting requested by District and School Site staff during the Design Development Phase.

4.13. Deliverables and Numbers of Copies

4.13.1. Architect shall upload all design documentation and Deliverables utilizing District's Project management information system and guidelines. Additionally, Architect shall provide to District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

4.13.1.1. Two copies of Design Development drawing set from all professional disciplines necessary to deliver the Project;

4.13.1.2. Two copies of specifications;

4.13.1.3. Two copies of revised Construction Cost Budget; and

4.13.1.4. 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.

4.13.1.5. **BIM**. Provide a virtual "design walk-through" with District staff of the BIM virtual environment to review the progress of the design at the completion of this phase of the design.

4.14. Presentation

4.14.1. Architect shall present and review with District the detailed Design Development Deliverables.

4.14.2. The Design Development Deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been approved by District at no additional cost to District.

4.15. District Sign Off

Architect shall not begin Design Development Phase services until District provides written approval of the Design Development package.

5. CONSTRUCTION DOCUMENTS PHASE

Upon District's acceptance of Architect's work in the previous phase and assuming District has not delayed or terminated this Agreement, 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 District's beneficial occupancy of the Project. Architect shall also provide other options to District regarding other possible and more available equipment, materials, supplies, or furnishings.

5.1.2. **BIM**. Provide updated modeling for all the components below as part of the 3D virtual modeling prepared in the previous Phase.

5.1.3. **Architectural**

5.1.3.1. Site plan developed to show building location, and major site elements.

5.1.3.2. Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.

5.1.3.3. Architectural details and large blow-ups started including waterproofing details.

5.1.3.4. Well-developed finish, door, and hardware schedules.

5.1.3.5. Fixed equipment details and identification started.

5.1.3.6. Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.

5.1.4. **Structural**

5.1.4.1. Structural floor plans and sections with detailing well advanced.

5.1.4.2. Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.

5.1.4.3. Completed cover sheet with general notes, symbols and legends.

5.1.5. **Mechanical**

5.1.5.1. Mechanical calculations virtually completed with all piping and ductwork sized.

5.1.5.2. Large scale mechanical details started.

5.1.5.3. Mechanical schedule for equipment substantially developed.

5.1.5.4. Complete design of Emergency Management System ("EMS").

5.1.6. **Plumbing**

5.1.6.1. Update all plumbing calculations and have all plumbing sized and plumbing schedule for equipment substantially developed.

5.1.7. **Electrical**

5.1.7.1. Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.

5.1.7.2. Distribution information on all power consuming equipment; lighting and device branch wiring development well started.

5.1.7.3. All electrical equipment schedules started.

5.1.7.4. Special system components approximately located on plans.

5.1.7.5. 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.

5.1.8. **Civil**

5.1.8.1. All site plans, site utilities, parking, walkway, and roadway systems updated to reflect revisions from Design Development Phase Documents, including all topographical and major site elements and existing/proposed contour lines.

5.1.8.2. Site utility plans started.

5.1.9. **Landscape**

All landscape, hardscape, and irrigation plans updated to reflect update revisions from Design Development Phase Documents.

5.1.10. **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.

5.1.10.1. No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

5.1.10.1.1. 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

5.1.10.1.2. The designation is allowable by a specific exemption or exception pursuant to Public Contract Code, section 3400.

5.1.10.2. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by District and only with District's prior approval.

5.1.10.3. Specifications shall be in CSI format.

5.1.11. **Construction Cost Budget**

5.1.11.1. 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.

5.1.11.2. The Construction Cost Budget for the Project must at no point exceed District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of Architect.

5.1.11.3. Architect shall submit its proposed Construction Cost Budget to District and Construction Manager for review and approval. Architect shall coordinate with District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

5.1.11.4. At this stage of the design, the Construction Cost Budget shall not include any design contingencies of no more than five percent (5%) in the cost estimates.

5.1.12. **Constructability Review**

District and/or its designee may conduct a construction review of the 50% Construction Documents. If conducted, District will provide that report to Architect who shall make necessary changes along with providing written comments for each item listed in the report, at no additional cost to District.

5.1.13. **Deliverables and Numbers of Copies**

Architect shall upload all design documentation and Deliverables utilizing District's Project management information system and guidelines. Additionally, Architect shall provide to District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

5.1.13.1. Two copies of reproducible copies of working drawings;

5.1.13.2. Two copies of specifications;

5.1.13.3. Two copies of statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes; and

5.1.13.4. 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.

5.1.13.5. **BIM**. Provide a virtual "design walk-through" with District staff of the BIM virtual environment to review the progress of the design at the completion of this phase of the design.

5.1.14. **District Sign Off**

Architect shall not begin Construction Documents – 100% / Completion Stage services until District provides written approval of the then current fixtures, equipment, and finishes prepared by Architect.

5.2. Construction Documents – 100% / Completion Stage:

5.2.1. **BIM**. Provide the final, complete modeling for all the components of the Project as part of the single, 3D virtual environment.

5.2.2. **Architectural**

5.2.2.1. Completed site plan.

5.2.2.2. Completed floor plans, elevations, and sections.

5.2.2.3. Architectural details and large blow-ups completed, including waterproofing details.

5.2.2.4. Finish, door, and hardware schedules completed, including all details.

5.2.2.5. Fixed equipment details and identification completed.

5.2.2.6. Reflected ceiling plans completed.

5.2.3. **Structural**

5.2.3.1. Structural floor plans and sections with detailing completed.

5.2.3.2. Structural calculations completed.

5.2.4. **Mechanical**

5.2.4.1. Large scale mechanical details complete.

5.2.4.2. Mechanical schedules for equipment completed.

5.2.4.3. Completed electrical schematic for environmental cooling and exhaust equipment.

5.2.4.4. Complete energy conservation calculations and report.

5.2.5. **Plumbing**

5.2.5.1. Plumbing calculations completed.

5.2.5.2. Large scale plumbing details completed.

5.2.5.3. Plumbing schedules for equipment completed.

5.2.6. **Electrical**

5.2.6.1. Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.

5.2.6.2. Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

5.2.6.3. All electrical equipment schedules completed.

5.2.6.4. Special system components plans completed.

5.2.6.5. Electrical load calculations completed.

5.2.7. **Civil**

All site plans, site utilities, parking and roadway systems completed.

5.2.8. **Landscape**

All landscape, hardscape, and irrigation plans completed.

5.2.9. **Specifications**

5.2.9.1. Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

5.2.9.2. No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

5.2.9.2.1. 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

5.2.9.2.2. The designation is allowable by specific allowable exemption or exception pursuant to Public Contract Code section 3400.

5.2.9.3. Specifications shall not contain restrictions that will limit competitive bids other those required for maintenance convenience by District and only with District's prior approval.

5.2.9.4. At one hundred percent (100%) review, District shall review the specifications and direct Architect to make all necessary corrections at no additional cost to District.

5.2.9.5. Coordination of the specifications with specifications developed by other disciplines.

5.2.9.6. Specifications shall be in CSI format.

5.2.10. **Construction Cost Budget**

5.2.10.1. 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.

5.2.10.2. The Construction Cost Budget for the Project must at no point exceed District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of Architect.

5.2.10.3. Architect shall submit its proposed Construction Cost Budget to District and the Construction Manager for review and approval. At that time, Architect shall coordinate with District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

5.2.10.4. At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

5.2.11. **Constructability Review**

District and/or its designee shall conduct a construction review of the Construction Documents. A report shall be given to Architect who shall make necessary changes along with providing written comments for each item listed in the report.

5.2.12. **Meetings**

During this phase, Architect shall attend, take part in, and, when indicated and requested by District and School Site staff conduct meetings, site visits, and workshops. Architect shall take part in all necessary meetings requested by District and School Site staff during the Construction Document Phase.

5.2.13. **Deliverables and Numbers of Copies**

Architect shall upload all design documentation and Deliverables utilizing District's Project management information system and guidelines. Additionally, Architect shall provide to District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

5.2.13.1. Two copies of reproducible copies of working drawings;

5.2.13.2. Two copies of specifications;

5.2.13.3. Two copies of engineering calculations;

5.2.13.4. Two copies of revised Construction Cost Budget;

5.2.13.5. Two copies of statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

5.2.13.6. Two copies of DSA file including all correspondence, meeting, back check comments, checklists to date; and

5.2.13.7. 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.

5.2.13.8. **BIM**. Provide a virtual "design walk-through" with District staff of the BIM virtual environment to review the progress of the design at the completion of this phase of the design.

5.2.14. **District Sign Off**

Architect shall not begin Construction Documents Final Back-Check Stage services until District has provided written approval of the final fixtures, equipment, and finishes prepared by Architect.

5.3. Construction Documents Final Back-Check Stage

The Construction Documents final back-check stage shall be for the purpose of Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimates. All changes made by Architect during this stage shall be at no additional cost to District.

5.3.1. **Approval of Construction Documents**. Architect shall obtain all necessary approvals for the Construction Documents 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. Except for 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, District shall pay all other costs or fees necessary for obtaining the approvals.

5.3.2. The final Construction Documents delivered to District upon completion of 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 completed Construction Documents.

5.3.4. **District Sign Off**

Architects Construction Documents Phase services shall not be deemed complete until District has provided written approval of the final Construction Documents.

6. BIDDING PHASE

Upon District's acceptance of Architect's work in the previous phase and assuming District has not delayed or terminated this Agreement, Architect shall perform Bidding Phase services.

6.1. Architect shall:

6.1.1. Contact potential bidders and encourage their participation in the Project.

6.1.2. Coordinate the development of the bidding procedures and the construction contract documents with District. The development of bidding procedures and the construction

contract documents shall be the joint responsibility of District and Architect.

6.1.3. Attend bid walk(s) as scheduled.

6.1.4. While the Project is being advertised for bids, all questions concerning intent of design will be referred to District for screening and subsequent processing through Architect.

6.1.5. If items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by Architect for decision by District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by Architect and issued by District.

6.1.6. Attend bid opening.

6.1.7. Coordinate with Consultants.

6.1.8. Timely respond to District questions and clarifications.

6.2. Deliverables and Number of Copies

Architect shall upload the following Deliverables utilizing District's Project management information system and guidelines. Architect shall provide to District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

6.2.1. Two copies of meeting report/minutes from kick-off meeting;

6.2.2. Two copies of meeting report/minutes from pre-bid site walk;

6.2.3. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued. 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 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 this Agreement, Architect shall perform Construction Administration Phase services for District as follows:

7.1. Architect's responsibility to provide Construction Administration Phase services commences with District's award of the contract for construction of the Project and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon District's termination of this Agreement, whichever occurs first. [OPTIONAL] While Architect shall work as many hours as necessary to complete Construction Administration Phase services, Architect agrees that at a minimum it will dedicate [Insert Number] (XX) hours per week to the Project through the duration of the Construction Administration Phase.

7.2. **Management System**. Architect shall, to the extent required and applicable, utilize District's online construction management system to provide the Services hereunder.

7.3. Change Orders

7.3.1. Architect shall review all Project change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District regarding whether the change should be approved, partially approved, returned to the contractor for clarification, or rejected.

7.3.2. Architect shall provide its response to a change order request as soon as possible and within a time to not cause a delay to the Project and/or delay District's beneficial occupancy. Architect shall be responsible for any delay established by contractor resulting from Architect's response time exceeding the time required for District's response to change orders set forth in the Project construction contract. Architect shall be solely responsible for coordinating any response required by Consultants to provide a substantive and acceptable response. Architect shall be responsible for any delay caused by Consultants for Consultant's failure to timely respond to a change order.

7.3.3. Architect shall furnish all necessary additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. District shall request these drawings from Architect and shall be at no additional cost unless designated as Extra Services by District. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to District for duplication and distribution.

7.4. Submittals

7.4.1. Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and change orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.

7.4.2. Architect shall review contractor's schedule of submittals and advise District on whether that schedule is complete. Architect shall provide District with proposed revisions to this schedule and advise District on whether District should approve this schedule.

7.4.3. 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 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 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 District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce Architect's liability if it fails to prepare acceptable documents.

7.5. RFIs. During the course of construction, Architect must respond to all Requests for Information ("RFI") as expeditiously as possible so as not to impact and delay the construction progress. In no case shall Architect's review period associated with a RFI exceed seven (7) Days, unless the complexity of the RFI warrants a longer time period for review as reasonably agreed to by District in writing in its sole discretion. Architect's response to each RFI shall be a substantive and acceptable response. This 7-day time period includes time when a submittal is within the control of Architect's Consultants. This 7-day time period shall not include time when a submittal is within District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce Architect's liability if it fails to prepare acceptable documents. Architect shall be solely responsible for coordinating any response required by Consultants to provide a

substantive and acceptable response. Architect shall be responsible for any delay caused by any Consultant for Consultant's failure to timely respond.

7.6. On the basis of on-site observations, Architect shall keep District informed of the progress and the quality of the work and shall endeavor to guard District against defects and deficiencies in the work. Architect shall notify District in writing of any defects or deficiencies Architect observes in the work performed by District's contractors. However, Architect shall not be a guarantor of the contractor's performance. Further, 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 construction work.

7.7. **Rejection of Work**. Architect shall have the authority, only after written pre-approval of District, to reject Project contractors' work that does not conform to the requirements of the construction contract documents. Architect shall have the authority, upon its sole discretion, to reject Project contractors' work that presents an immediate risk of injury to persons.

7.8. **Quality Control/Punch List Process**. During the Construction Administration and Closeout Phases, Architect shall evaluate Project contractors' execution and overall delivery of work and shall use Architect's best efforts to ensure the Project meets or exceeds the criteria as set forth in the Conforming Set. The Parties acknowledge that this process is not commissioning of the Project or the Project's system(s).

7.8.1. The Quality Control/Punch List ("**QC/Punch**") Process is a comprehensive and systematic process to verify that the building systems and assemblies are constructed and installed as designed to meet District's requirements. Quality Control during the Construction Phase, the Closeout Phase, and all warranty periods shall achieve the following specific objectives:

7.8.1.1. Verification and documentation that assemblies and equipment are installed per manufacturer's recommendations, product minimum standards, and the design intent expressed in the Contract Documents.

7.8.1.2. Verification and documentation 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.

7.8.1.3. Verification and documentation that assembly, equipment, and systems function.

7.8.1.4. Verification of the completeness of operations and maintenance materials.

7.8.1.5. Ensure that 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.

7.8.1.6. Verification and documentation of all incomplete items on punch list, and items of known non-compliance in materials, installation or operation.

7.8.2. The QC/Punch Process does not reduce the responsibility of any designers or contractors to provide a finished and fully functioning product.

7.9. **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)

must prepare and submit as As-Builts.

7.9.1. Architect shall provide to contractor(s), electronic "background" copies of all plans on which the contractor(s) shall indicate its "As-Builts" in electronic format back to District.

7.10. Record Drawings. Only if requested specifically by District, Architect shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one set of final Record Drawings for District. The Record Drawings shall incorporate onto one set of electronic drawings, all changes from all As-Builts, sketches, details, and clarifications. If a set of Record Drawings has been requested by District, then (1) Architect shall deliver them to the District at completion of the construction and (2) the District's receipt and approval of the Record Drawings, shall be a condition precedent to District's approval of Architect's final payment. 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. Architect has provided a review consistent with its legal standard of care.

7.11. 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.

7.12. Architect shall also provide, at District's request, architectural/engineering advice to 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.

7.13. Contractor's Application for Payment. Failure of Architect to perform the following tasks shall be a material breach of this Agreement.

7.13.1. **Development of Payment Procedures**. In consultation with District and Construction Manager, 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).

7.13.2. **Certification of Payment Due**. Based on Architect's observations and evaluations, Architect shall certify the amount due on each application for progress payment. Architect shall review and respond to applications for progress payment in a prompt manner so as to allow District to timely meet its payment obligations to Project contractor(s) under the terms of the construction contract documents and applicable law, rule or regulation.

7.13.3. **Final Payment**. Architect shall review, evaluate and certify for payment the Project contractor(s)'s application for final payment. Architect shall review and respond to the Project contractor(s)'s application for final payment in a prompt manner so as to allow District to timely meet its obligation to make payment of the Final Payment under applicable law, rule or regulation.

7.13.4. Recommendations of Payment by Architect constitute Architect's representation to 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.

7.14. Meetings

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

7.15. Deliverables and Number of Copies

Architect shall upload the following Deliverables utilizing District's Project management information system and guidelines. Architect shall provide to District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

7.15.1. Two copies of meeting report/minutes from kick-off meeting;

7.15.2. Two copies of observation reports; and

7.15.3. Two copies of weekly meeting reports.

7.16. Duty to Timely Respond to DSA Inquiries. Architect acknowledges that District, DSA, and/or the Inspector of Record may require Architect to submit changes or clarifications to the Construction Drawings and other documentation to DSA for its consideration and approval during the Construction Administration Phase ("DSA Request"). Any delay by Architect in responding to the DSA Request is likely to result in delays to the Project. Accordingly, Architect shall respond expeditiously and with all due diligence to any DSA Request ("DSA Response"), provided that in no event shall Architect's DSA Response occur later than two (2) Days after Architect receives notice of the DSA Request, unless a longer period of time is approved in writing, in advance, by District.

8. CLOSEOUT PHASE

8.1. As the Construction Administration Phase progresses, Architect shall perform the following Closeout Phase services for District:

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 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 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 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 (12) months from the date of the start of the Closeout Phase (see Exhibit C) or issuance of final payment release to the contractor(s); whichever occurs first.

8.2. When the design and construction of the Project is complete, District may prepare and record with the County Recorder a Notice of Completion.

8.3. Meetings

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

8.4. Deliverables and Number of Copies

Architect shall upload the following Deliverables utilizing District's Project management information system and guidelines. Architect shall provide to District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

8.4.1. All Project punch lists; and

8.4.2. Upon completion of the Project, all Project documents, including As-Builts and Record Drawings (if requested by District). These Deliverables are the sole property of District.

8.4.3. Update to campus evacuation site map (e.g. single-line drawing) to reflect competed project(s).

9. MEETINGS / SITE VISITS / WORKSHOPS

9.1. Architect shall attend, take part in, and, when requested, conduct meetings, site visits and workshops, as indicated below. Architect shall chair, conduct and take minutes of any meeting Architect attends (excluding Governing Board meetings and Citizens' Bond Oversight Committee meetings). Architect shall invite District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings. The approximate number of meetings below is an estimated requisite to adequately achieve the indicated meeting objective. THE EXACT NUMBER OF MEETINGS REQUIRED TO ACCOMPLISH THE MEETING OBJECTIVES WILL BE BASED ON THE ARCHITECTURAL TEAM'S PERFORMANCE. ADDITIONAL MEETINGS OR FEWER MEETINGS MAY BE HELD, AS NECESSARY, TO ACHIEVE THE MEETING OBJECTIVES, BUT AT NO ADDITIONAL COMPENSATION TO ARCHITECT.

9.2. General Meeting, Site Visit and Workshop Requirements

9.2.1. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or contractors, as applicable.

9.2.2. Architect shall maintain documentation of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions or comments. This documentation shall be furnished to 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 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 District's office or at the Project site, unless otherwise indicated.

9.3. Meetings During Project Initiation Phase (Three (3) meeting(s))

9.3.1. Within seven (7) Days following execution of this Agreement, 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. Architect, its appropriate Consultant(s), and District staff, shall attend the meeting.

9.3.1.2. The Project kick-off meeting will introduce District's and Architect's key team members to each other and define roles and responsibilities relative to the Project.

9.3.1.3. During this meeting, Architect shall:

9.3.1.3.1. Identify and review pertinent information and/or documentation necessary from 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 refinements that need to be made to the work plan.

9.3.1.3.4. Review documentation of the Project kick-off meeting prepared by 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 site to complete a visual inventory and documentation of the existing conditions.

9.4.2. Access to the Project site and associated areas shall be coordinated in advance with District. If additional site visits are required, such visits shall be at no additional costs to District.

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 desires and expectations regarding the design of the Project and the schedule of use of the sites during construction.

9.5.2. Architect shall conduct one (1) site meeting with District's facilities team to gather

information from the facilities team, maintenance 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 fourteen (14) Days following the start of the Schematic Design Phase, Architect shall conduct one design workshop with District's facilities team and site personnel to complete a basic design framework with computer-aided design equipment (CADD). District may, at its discretion, allow 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, District, and their designated representatives, until District has indicated its acceptance of Architect's Schematic Design. 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; and

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 Phase.

9.6.3. Architect shall conduct approximately four (4) Design Committee meetings throughout the Schematic Design Phase.

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 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 District, including Architect's consultant(s), District, and Construction Manager. This workshop shall be on-going 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 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 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.

9.8.2.3. At the time designated for completion of the one hundred percent (100%) Construction Document package, Architect shall conduct meetings with District to review the following:

9.8.2.3.1. Present the one hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specification.

9.8.2.3.2. 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 by District or Construction Manager, but in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the contract documents and to monitor the progress of the construction of the Project. After any visit, Architect must submit to District an architect field observation report within two (2) business days of Architect's visit.

9.10.2. Conduct weekly project meetings with District staff to review with District staff the progress of the work.

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 District's citizens' bond oversight committee. Architect shall, at District's direction, attend District citizens' bond oversight committee meeting(s) and present Architect's design to District's citizens' bond oversight committee for review and recommendation to District's Governing Board.

9.12. Governing Board Meetings

Architect acknowledges that District's Governing Board must approve all designs. Architect shall, at District's direction, attend Board meeting(s) and present Architect's design to 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 District. The following Extra Services shall be performed by Architect if needed and if authorized in writing by District in accordance with the Article "Payment for Extra Services or Changes":

1. Making revisions in drawings, specifications, or other documents when such revisions are:

    1.1. Required to comply with direction from District that is substantively different than approvals or instructions previously given by 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 Architect prior to preparation of the Conforming Set.

    1.3. Due to changes required as a result of District's failure to respond to a written request from 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 Architect.

2. Providing services required because of significant documented changes in a Project initiated by District, including but not limited to size, quality, complexity, 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 its obligations and tasks under this 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 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 District that are not part of the Services of this Agreement.

8. Providing services as an expert and/or witness for District in any mediation, arbitration, and/or trial in which 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 this 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 this Agreement.

Job Title	Hourly Rate
[**REPLACE WITH APPROVED ARCHITECTS RATES**]	

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 the Project site is **NOT** reimbursable as Extra Services.

13. There shall be no payment for Extra Services or Changes that have not been authorized in writing by District prior to the performance of the identified Extra Service or Change.

EXHIBIT C

SCHEDULE OF WORK

1. Promptly after the execution of this Agreement, Architect shall prepare and submit for approval to District a Schedule of Work showing the order in which Architect proposes to carry out Architect's Services ("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 District along with the monthly billing.

2. Architect shall complete all Services in accordance with the Schedule of Work as authorized by District in writing.

3. The durations stated in the Schedule of Work must include the review periods required by 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 District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Work if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, such extensions shall be authorized in writing by District.

Phase	**Due Date**
Pre- Design & Start-Up Services (Incl. Development of Architectural Program)	_____, 20___
Schematic Design Phase	_____, 20 _____
Design Development Phase	_____, 20 _____
Construction Documents Phase/Design Revision	_____, 20 _____
Bidding Phase	_____, 20 _____
Construction Administration Phase	_____, 20 _____
Close Out	_____, 20 _____

5. **Note**: The exact dates required to completion of the Project construction are subject District's modification in accordance with District's construction contract with the contractor(s), but Architect acknowledges that its Fee is based on Architect's performance of the Services and **not** 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 satisfactorily completed pursuant to this Agreement in an amount equal to the following ("Fee"):

[MULTIPLE OPTIONS TO SET FEE, WHICH WILL BE DETERMINED BY DISTRICT; 3 INDICATED HERE]

_____dollars ($____). For informational purposes only, the Fee is based on _____percent (____%) of the Construction Cost Budget, including all Consultant(s)' fee(s).

[OR]

Based on the OPSC Fee schedule as indicated here:

[OR]

_____percent (_____%) of the Construction Cost Budget, including all Consultant(s)' fee(s).

[OR]

An amount equal to _____percent (___%) of the Construction Cost Budget. The estimated Construction Cost Budget at the time of execution of this Agreement is _____ dollars ($____), therefore the estimated fee is _____dollars ($____). ($ _____x 0.____% = _____dollars. The Fee shall adjust based on the Construction Cost Budget at the end of the Design Development Phase. At that time, the Parties shall set the Fee as a fixed fee based on the Construction Cost Budget. [**USE THIS LANGUAGE ONLY TO FIX THE FEE AT A SPECIFIC POINT IN THE DESIGN PROCESS—HERE IT IS SET AT THE END OF DESIGN DEVELOPMENT. DO NOT USE THIS LANGUAGE IN INSTANCES WHEN PAYING A PERCENTAGE OF THE CONSTRUCTION COST BUDGET THROUGH COMPLETION, INCLUDING CHANGE ORDERS**.]

1.2. The Fee shall be full compensation for all Architect's Services, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the 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 this Agreement and Exhibit B, there shall be no payment for extra costs or expenses.

1.3. District shall pay Architect for all Services satisfactorily performed pursuant to the following schedule ("Payment Schedule"):

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	**Percent Amount**
Pre-Design and Start-Up Services	5%
Schematic Design Phase	10%
Design Development Phase	10%
Construction Documents Phase	30%
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 District and are to be submitted to District via District's authorized representative.

2.1. Architect is responsible for promptly paying its Consultants. If reasonably requested by District Architect shall submit to District documentation showing proof that payments were made to Consultant(s). If so requested, this documentation shall be a precondition of District's payment to Architect.

2.2. Architect shall submit to District for approval a copy of Architect's monthly pay request format.

2.3. Upon receipt and approval of Architect's invoices, District agrees to make payments within forty-five (45) Days of receipt of a District-approved 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 District's acceptance of the Pre-Design/Architectural Program.

2.3.2. **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 District's acceptance of the Schematic Design Phase.

2.3.3. **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 District's acceptance of the Design Development Phase.

2.3.4. **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 District's acceptance of the Construction Documents Phase.

2.3.5. **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 District's award of the bid.

2.3.6. **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 District's agreement that Architect can generate a Punch List as part of the Closeout Phase. Regardless of the Services performed during any given month, Architect can invoice for no more than the percentage of construction completed on the Project.

2.3.7. **Closeout**

Individual payment(s) proportionate to the items completed within this Phase.

3. Format and Content of Invoices

3.1. Architect acknowledges that Architect's invoices for Basic Services must include detailed descriptions of the Services performed.

3.2. Invoices for Extra Services require a more detailed explanation and specificity. For example, the following descriptions, in addition to complying with all other terms of this Agreement, illustrate an appropriate level of detail for Architect's invoice(s) related to Extra Services. The times indicated are for illustrative purposes only:

Review/Respond RFIs, 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 and maintain for the duration of this 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 by Architect, Architect's 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.

1. **Minimum Scope and Limits of Insurance**. Coverage shall be at least as broad as the following scopes and limits and shall be an occurrence-based basis unless otherwise indicated:

    1.1. **Commercial General Liability**. One million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

    1.2. **Commercial Automobile Liability, Any Auto**. One million dollars ($1,000,000) per accident for bodily injury and property damage.

    1.3. **Workers' Compensation Liability**. For all Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy.

        1.3.1. **Employers' Liability Policy.** This policy shall provide employers' liability coverage with minimum liability coverage of one million dollars ($1,000,000) per accident for bodily injury or disease.

        1.3.2. Architect shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

    1.4. **Employment Practices Liability**. For all Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, 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. Architect shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

    1.5. **Sexual Abuse and Molestation Liability Insurance**. Two million dollars ($2,000,000) per incident. Architect shall procure and maintain, during the life of this Agreement, sexual abuse and molestation insurance. Architect shall require its Consultants to procure and maintain sexual abuse and molestation insurance for all employees of Consultants. Any class of employee or employees not covered by a Consultant's insurance shall be covered by Architect's insurance. If any class of employee or employees engaged in Services under the Agreement, on or at the Site of the Project, are not covered under the sexual abuse and molestation insurance, Architect shall provide, or shall cause a Consultant to provide, adequate insurance coverage to cover any employee(s) not otherwise covered before any of those employee(s) commence work.

1.6. **Professional Liability**. This insurance shall cover the design professional's liability arising from the services of Consultant(s) with a minimum of one million dollars ($1,000,000) per claim 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.

2. **Deductibles and Self-Insured Retention**. Architect shall inform District in writing if any deductibles or self-insured retention exceeds $25,000. At the option of District, either:

2.1. District can accept the higher deductible; or

2.2. Architect's insurer shall reduce or eliminate the deductibles or self-insured retention as respects 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. District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for those changes.

3.2. The coverage scope and limits of insurance indicated herein shall be the greater of:

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

3.2.2. The broader coverage and maximum limits of coverage, if any, of any existing insurance policy required of Architect to be kept pursuant to this Agreement.

3.3. 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 Architect; instruments of Service and completed operations of Architect; premises owned, occupied or used by Architect; or automobiles owned, leased, hired or borrowed by 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.

3.4. For any claims related to the projects, 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 Architect's insurance and shall not contribute with it.

3.5. 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.

3.6. 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.

3.7. 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 District. At the option of District, Architect shall be the party required to provide District this
notice in lieu of 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. Architect shall inform District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of District, either:

4.1. District can accept the lower rating;

4.2. Require Architect to procure insurance from another insurer.

5. **Verification of Coverage**. Architect shall furnish District with:

5.1. Certificates of insurance showing maintenance of the required insurance coverage; and

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 District before Services commence.

EXHIBIT F **DSA FORM PR 13-01**	**EXHIBIT G** **DSA FORM IR-A6**	**EXHIBIT H** **DSA FORM 3**

CERTIFICATIONS TO BE COMPLETED BY ARCHITECT

The undersigned must check each box and execute this form and hereby certifies to the Governing Board of the District that they are (1) a representative of the Architect, (2) are familiar with the facts herein certified and acknowledged, and (3) are authorized and qualified to execute this Agreement and these certifications on behalf of Architect and that by executing this Agreement they are certifying the following items.

☐ **Labor Code Sections 1860-1861 (Workers' Compensation).** In accordance with Labor Code section 3700, every contractor will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that 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.

☐ **Government Code Sections 8355-8357 (Drug-Free Workplace).** I acknowledge and certify under penalty of perjury that I will provide a drug-free workplace by doing all of the following:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

(2) Establishing a drug-free awareness program to inform employees about all of the following:

(A) The dangers of drug abuse in the workplace.

(B) The person's or organization's policy of maintaining a drug-free workplace.

(C) Any available drug counseling, rehabilitation, and employee assistance programs.

(D) The penalties that may be imposed upon employees for drug abuse violations.

(3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I also acknowledge that this Agreement may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the contractor or grantee thereunder may be subject to debarment, in accordance with the requirements of the above-referenced statute, if the contracting or granting agency determines that any of the following has occurred:

(1) The contractor or grantee has made a false certification under Section 8355.

(2) The contractor or grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of Section 8355.

I also acknowledge that the Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with the above-referenced statute. This list shall be updated monthly and published each month. No state agency shall award a contract or grant to a person or organization on the published list until that person or organization has complied with the above-referenced statute.

☐ **Tobacco-Free Environment**. Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge and certify under penalty of perjury that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and acknowledge and certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, Consultants, or my firm's

Consultants' employees or agents to use tobacco and/or smoke on the Project site. The District also prohibits electronic cigarettes, "vaping" or similar product uses on District sites.

☐ **Roofing Contract Financial Interest Certification (Public Contract Code § 3006)**

I, _____[**Your Name**], _____
[**Firm Name**]
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 a roof project contract or subcontract on the 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.

I, _____[**Your Name**], _____
[**Firm Name**]
certify that I do not have, and throughout the duration of the Agreement, I will not have, any financial relationship in connection with the performance of the Agreement with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____[**Your Name**], _____
[**Firm Name**]
Have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("**Firm**"): _____
Mailing address: _____
Address of branch office used for this Project: _____If subsidiary, name and address of parent company: _____

For Projects WITHOUT substantive roofing components, check the following box and execute this certification:

☐ The Work on the Agreement (1) does not include the replacement or repair of a roof or (2) is a repair of 25% or less of the roof, (3) or is a repair project that has a total cost of dollars $21,000 or less.

☐ **RUSSIAN SANCTIONS CERTIFICATION**

On February 21, 2022, President Biden issued Executive Order 14065 ("**Federal Order**") imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order ("**State Order**").

The District requires the Architect, as a vendor with the District, to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website. https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions

If your Firm's contract with the District has a cumulative value of $5 million or more, your certification here is constitutes your written response to the District, indicating:

(1) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;

(2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

☐ **Tuberculosis Certification**

The Architect and its Consultants shall at all times comply with the certification requirements as set forth below. Specifically, by checking the one applicable option below, Architect hereby represents and warrants to District the following:

☐ Architect and its Consultants will not be present on a District school site and will not have contact with District students when District students are present during the term of this Agreement.

☐ District has determined that Architect will not have frequent or prolonged contact with students. District's determination is in compliance with and supported by California Education Code Section 49406(m).

☐ The following Architect and its Consultants shall or may be on a District school site and have contact with District students during the term of this Agreement and, at no cost to District, they have received a tuberculosis risk assessment that complies with the requirements of California Education Code Section 49406. In addition, the Architect shall maintain on file the certificates showing that the Consultants were examined and found free from active tuberculosis. These forms shall be regularly maintained and updated by Architect and shall be available to District upon request or audit.

Architect further agrees and acknowledges that all new personnel hired after the effective date of this Agreement are subject to the tuberculosis certification requirements and shall be prohibited from having any contact with District students until the tuberculosis certification requirements have been satisfied and District determines whether any such contact is permissible.

☐ **Lobbyist Certification**

The Architect and its Consultants shall at all times comply with the lobbyist certification requirements as set forth below. Specifically, by checking the one applicable option below, Architect hereby represents and warrants to District the following:

☐ Architect and its Consultants are not a "Lobbying Coalition," "Lobbying Firm," "Lobbyist" or "Lobbyist Employer" as those terms are defined in the Political Reform Act of 1974 (Gov. Code §§ 81000) (collectively "Lobbyist") and are not performing Services hereunder that would require registering as a Lobbyist.

☐ Architect and its Consultants Services hereunder shall or may include lobbying. Architect and its Consultants shall comply with all applicable District, local, state and/or federal policies, rules, regulations, statutes and requirements governing Lobbyists. In addition, the Architect shall maintain on file registering and reporting records for Lobbyists. These records shall be regularly maintained and updated by Architect and shall be available to District upon request or audit.

☐ **Conflict of Interest Certification**

The Architect and its Consultants shall at all times comply with the conflict of interest certification requirements as set forth below. Architect hereby represents and warrants to District that Architect and its Consultants have read and understand the District's Conflict of Interest Code and, Architect knows or has reason to believe that Architect has a conflict of interest that requires disclosure and Architect and its Consultants shall comply with the applicable

disclosure requirements of the District's Conflict of Interest Code. In addition, the Architect shall maintain on file statements of economic interests in accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by Architect and shall be available to District upon request or audit.

I ACKNOWLEDGE AND CERTIFY UNDER PENALTY OF PERJURY THAT I AM DULY AUTHORIZED TO LEGALLY BIND THE ARCHITECT TO ALL PROVISIONS AND ITEMS INCLUDED IN THESE CERTIFICATIONS, THAT THE CONTENTS OF THESE CERTIFICATIONS ARE TRUE, AND THAT THESE CERTIFICATIONS ARE MADE UNDER THE LAWS OF THE STATE OF CALIFORNIA.

Date: _____

Proper Name of Architect: _____

Signature: _____

By: _____ (Print Name)

Title: _____